

# **Terms of Insurance Business**

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## **About us**

Whitman Gowdrige Ltd of Cambridge House, 54, Blaby Road, South Wigston, Leicester, LE18 4SD is authorised and regulated by the Financial Conduct Authority (FCA). Our Firm's Registration Number 740709. We are permitted to arrange, advise on, deal as an agent of insurers and assist in claims handling with respect to non-investment insurance policies. You can check these details on the FCA's Register by visiting the FCA's website <https://www.fca.org.uk/register> or by contacting the FCA on **0800 111 6768** (freephone) or **0300 500 8082** from the UK.

## **Our Services**

We are an independent insurance intermediary. We place insurance and insurance-related services with a number of insurance companies, not just one, and with a number of insurance-related service providers.

When you appoint us to work for you, we become your agent. This means that we are acting in your interests and upon your instructions, to secure the agreed outcome for you. There are occasions where we undertake certain duties on behalf of an insurer (for example, we sometimes issue policy documentation), and when this takes place the legal position is that we are acting on behalf of the insurer only for that specific task. We will clearly identify these circumstances to you so that you are correctly informed.

So that we avoid any perceived conflict of interest or questions of propriety we do not hold agreements with insurers to settle claims.

We will consult with you about the risks that you face. We will talk with you about how you might insure against those risks. For those risks that you want to insure against, we will take your instructions and endeavour to obtain quotations. We will consider solvency of insurers, premiums, policy cover, and any other factors we consider relevant when deciding which options to recommend for you. We will draw to your attention any onerous or unusual terms as soon as we are made aware of them. We will provide you with relevant documentation as soon as possible. Where this documentation is produced by insurers, delays may be experienced. Specimen or standard policy wordings will be made available to you at your request.

When you tell us of an incident where you want to claim under an insurance policy we have arranged or we have agreed will become part of the portfolio of policies we manage on your behalf, we will alert the relevant insurance company. Where applicable, we will produce for you a claim form. We will guide you through what you need to do to make a claim. We will submit your documentation to insurers. We will act as your agent to help you negotiate with a view to achieving a satisfactory outcome for you in accordance with your policy wording. If an incident cannot be the subject of a claim (if it is not covered) then we will tell you as soon as we become aware.

If you reasonably disagree with an insurer's decision following a claim that you have made, we will help you to complain. We may recommend that you instruct a solicitor, and if you do, this will be at your own expense.

When policies that we have arranged become due for renewal, we will prepare quotations in accordance with your revised instructions. In the absence of revised instructions, we will prepare quotations on the existing basis. We will discuss quotations with you in advance of renewal to ensure that you have sufficient time to consider our terms or make an alternate arrangement. If insurers do not offer renewal terms in good time then we will endeavour to secure an extension of cover for you. If

it is likely that cover will not be available after expiry of the present period of insurance then we will let you know of this possibility as soon as we think that it is likely.

Please note that if this agreement is terminated, we will not prepare renewal quotations for you and cover will expire. You will need to make an alternate arrangement. These are our core services. We may undertake additional specific work on your behalf by agreement. In this event, these Insurance Broking Terms of Business shall continue to apply in respect of additional work unless otherwise agreed in writing.

## **Providing information to your insurer**

Your insurance is based upon the information provided to the insurance company. Unless otherwise indicated by the specific insurer underwriting your particular policy, the following circumstances apply.

For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other customers must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before arranging or renewing your insurance policy, and throughout the policy period, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it. In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers (anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role). You must also consult with anyone who has particular knowledge about the risk to be insured. Failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid or an additional premium may be incurred.

All statements and facts disclosed on proposal forms, statement of facts, claim forms and other documents should be full, true and accurate. Where forms are completed on your behalf you must check them for accuracy and completeness before signing them. You must always read the declaration and make sure you understand it before you sign.

## **Protecting your Personal Data**

We are the Data Controller for data you provide to us. We need to use your data in order to arrange your insurance and associated products and for marketing purposes (please let us know if you would prefer not to receive marketing information from us). You are obliged to provide information without which we will be unable to provide a service to you. We may pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators. We process all data in the UK but where we need

to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we have handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Tel: 0303 123 113

## **Your Instructions**

We will act in accordance with your reasonable instructions to the best of our abilities. If we are not substantially able to achieve what you want us to achieve or if it is not possible to achieve what you want then we will tell you. We will tell you what we can achieve. You may instruct us by fax, by e-mail, by telephone or during face-to-face meetings. We cannot guarantee that your instructions have been received unless we have acknowledged them in writing. We reserve the right to refuse instructions, but if we do, we will inform you. Communications using the Internet are not completely secure, and may spread harmful viruses. If you would prefer us not to use e-mails, you must inform us. Please note that Office Hours are Monday to Friday, 9.00am to 5.00pm. The office is not open for business on statutory ("Bank") holidays. There may be a delay in responding to instructions, if they are received outside of Office Hours.

We do not ordinarily issue receipts or acknowledgements unless specifically requested by you in writing.

## **Limitation of Liability**

In the event of any breach of these terms and or in the event of any representation, statement or tortuous act or omission including negligence arising under or in connection with all contracts between us then the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you. Nothing in these terms excludes or limits our liability for death or personal injury caused by the Company's negligence, fraud, fraudulent misrepresentation or regulatory obligation.

We shall not be liable to you for any indirect or consequential loss or damage, these may be losses that are not reasonably foreseeable, (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the services we provide to you.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of our services to you ("Claim") shall be limited to £2,000,000 (one million pounds).

If you are not a Consumer (as defined by the FCA) and our professional indemnity insurers refuse to indemnify us for any claim made by or on behalf of you then our total liability in relation to that claim shall be limited to £1,000,000 (one million pounds).

## **Liability for Directors, Officers or Employees**

You acknowledge and agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under this agreement. This clause does not in any way limit or affect our liability to you as detailed in the limitation of liability clause.

## **How to cancel**

You may have a statutory right to cancel this insurance within a short period. Please refer to your policy summary or your policy document for further details. If you cancel you will receive a pro rata refund of premium from the insurer. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

If you wish to cancel outside this period you may not receive a pro rata refund of premium. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

## **Our Remuneration**

**We will provide you with separate premiums for each of the individual products and services that we are offering.**

**Premiums can be paid by Cheque, or Direct Debit for which there will be instalment charges. Full information about payment**

## **options will be given when we discuss your insurance in detail.**

We usually receive a commission from an insurer when placing your business and from a finance company when arranging finance for you. We occasionally receive additional remuneration from insurers, finance providers and other associated business partners for business we place with them.

Commission may be paid on individual policies and or on a whole account basis.

A refund of the premium element net of our remuneration may be made by insurers. In this event, any refund will be returned to you without unreasonable delay.

We reserve the right, at our discretion, to make an administration charge.

Where we arrange cover which is subject to no commission or a low commission payment from insurers, we will charge an arrangement fee. We will always advise you of the actual amount when we are providing you with a new or renewal quotation.

If we need to charge a fee payable by you then we will specify the amount of that fee and explain the nature of the fee prior to policy inception or renewal in respect of any mid-term transaction charge

These fees are non-refundable and may be subject to change. Where this is the case you will always be advised of the actual fee in writing and before you make your decision to purchase insurance from us. Should you choose to cancel a policy of insurance after giving instructions to place cover or if you wish to terminate our appointment as your broker before policies have expired then the commission and/or fee will be deemed to have been earned in full and no refund will be paid in this respect.

Please feel free to ask us for any further information

**Where a policy is cancelled mid-term any return premium will be net of any cancellation charges made by insurers and commission.**

## **Complaints**

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact the Managing Director at the above address or ring 0116 278 5881. You may be entitled to refer it subsequently to the Financial Ombudsman Service. Further information is available at <http://www.financial-ombudsman.org.uk/> The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**A full copy of our complaints procedure is available on request.**

## **How to claim**

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the insurer direct as soon as possible using the contact details provided. If in doubt about who you should contact, please contact us on 0116 278 5881.

## **Protecting your money**

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your insurance is treated as being paid for), or we hold it in a client bank account on trust for you. We may transfer your money to another intermediary in some cases. However your money will be protected at all times because of our requirements under the FCA rules. We also reserve the right to retain interest earned on this account.

By accepting these Terms of Insurance Business you are giving your consent for us to operate in this way.

## **Insurance Premium Tax (IPT)**

Your premium detailed in the policy will include IPT at the prevailing rate.

Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Some policies are subject to Value Added Tax (VAT) not IPT and should the rate of VAT be amended by the Government, your premium will be amended by the insurer to reflect the change

### **Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most Insurance contracts are covered for 90% of the claim, without any upper limit. Compulsory insurances (for example, motor insurance and employers' liability insurance), are covered for 100% of the claim, without any upper limit Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting <http://www.fscs.org.uk/>

### **Solvency**

We do not guarantee the solvency of any insurer we place business with. We do not accept liability for any losses you may incur arising directly or indirectly from the financial failure or insolvency of any insurer.

You may have a liability for the premium, whether in full or pro-rata where a participating insurer becomes insolvent.

### **Payment Options**

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter in a finance arrangement, this will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

**Please note that we either use Premium Credit or Close Premium Finance for the provision of premium finance facilities. We will select the provider that is most suitable for your needs**

**Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.**

### **Legal Effect**

This is our standard Terms of Business Agreement upon which we tend to rely. For your own benefit and protection you should read the terms very carefully. If you do not understand any point please ask for further information or clarification.

These Insurance Broking Terms of Business supersede any previous Insurance Broking Terms of Business or any previous informal arrangement. They should be read in conjunction with other correspondence that you may have received from us. Together, they set out exclusively the basis on which we work for you.

These Insurance Broking Terms of Business apply to existing and future work, which we do on your behalf, unless we agree otherwise in writing. We will give you notice of any change to these terms, which will then apply to any subsequent instructions.

These Terms of Business shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.