

## **TERMS OF BUSINESS**

### **THE FINANCIAL CONDUCT AUTHORITY**

Martin Bird Insurance Brokers is authorised and regulated by the Financial Conduct Authority in respect of insurance distribution and consumer credit activities. Our Financial Services Register number is 307168. You can check this information on the Financial Services Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

### **OUR SERVICE**

We are an Independent Insurance Intermediary and act on your behalf in arranging your insurance and dealing with your claim(s). Our service includes: advising and making a recommendation to you after we have assessed your needs; arranging your insurance cover with insurers to meet your requirements; and helping you with any ongoing changes you have to make. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

We will give you a personal recommendation on the basis of a fair and personal analysis in line with our placement strategy unless we advise you to the contrary. Where we Email your documents we can provide you with paper copies of original policy documentation at no additional cost, at your request.

### **COMPLAINTS AND COMPENSATION**

It is our intention to provide you with a high level of customer service at all times. However, should you be unhappy with our service or have any cause for dissatisfaction we have a formal complaints procedure. In the first instance you should contact us by telephone or in writing at the above address.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service – [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

We are covered by the Financial Services Compensation Scheme (FSCS). 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. Further information about compensation scheme arrangement is available from the FSCS.

In certain circumstances we may place your risk with an intermediary or insurer outside the UK. If you object to this you should notify us immediately otherwise your agreement to place business in this manner and acceptance of these Terms of Business will constitute your informed consent. Please note that in these circumstances the legal and regulatory regime applying to the insurance intermediary or insurer may differ from that in the UK and consequently if the insurance intermediary or insurer fails, the premium may be treated in a different manner from that which would apply if the premium was held by an insurance intermediary or insurer in the UK.

### **YOUR DUTY TO PROVIDE INFORMATION**

If you are a commercial client, under the Insurance Act 2015, you have a responsibility to make a fair presentation (after making a reasonable search) of your risk to us. This means that you must;

1. Disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
2. Make such disclosure in a reasonably clear and accessible manner; and

3. Ensure that, in such disclosure, any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence a prudent insurer's judgement in determining whether to take the risk and, if so, on what terms. You must also make a fair presentation of the risk to us in connection with any variations, e.g. changes you wish to make to your policy throughout the policy period and at renewal.

If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy. If you are in any doubt as to whether a circumstance is material then you should disclose it.

If you are a consumer, under the Consumer Insurance (Disclosure and Representations) Act 2012 you have a duty to take reasonable care not to make a misrepresentation of facts during pre-contractual negotiations. Please take care to answer all questions honestly and to the best of your knowledge when you take out your insurance policy, throughout the life of your policy and when you renew your insurance and on proposal forms, claim forms and other documents. Please note that if you fail to disclose any material information to your insurers, this could invalidate your cover and could mean that part or all of a claim may not be paid.

### **INFORMATION ON COSTS/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 Cash, Cheque or Bank Transfer and some insurers offer a Credit or Debit Card facility (some fees may apply). You may be able to spread your payments through insurers' instalment schemes or through our premium funding provider however this will increase the overall cost of the policy. Full information about payment options will be given when we discuss your insurance in detail.

Where a policy is cancelled mid-term or adjusted any return premium will be net of any cancellation charges made by insurers and commission and a £20.00 cancellation fee. We will not refund any fees charged or any amounts below £10.00 after deduction of commission and fees.

We charge £20.00 for mid-term adjustments or to provide duplicate documentation and £20.00 to arrange a travel or breakdown policy and for any policy with a premium of less than £200.00.

In addition, in respect of commercial clients we may charge a fee (in line with our fee structure) which we will disclose to you prior to inception or renewal.

Martin Bird Insurance Brokers are remunerated by means of commission based on or included in the premium, and a fee. Where we are not remunerated by way of a fee but solely on commission there will be no fee shown in our correspondence. You are entitled at any time to request further information regarding the amount of any commission which we may have received as a result of placing or renewing your insurance.

We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you.

If you are suffering financial difficulties or unable to make your payment please contact us as soon as possible to discuss your options and to see if we can assist.

In the majority of instances Martin Bird Insurance Brokers act as agent of insurers for the collection of premium (risk transfer) and will advise you where this is not the case. We will hold these premiums in a client account. Risk transfer means that premiums are treated as being received by the insurer when received in our bank account and the insurer will bear the risk for any losses that may arise from the failure of our firm. For other premiums we will hold premiums in a statutory trust which means that whilst we have legal ownership the money remains for the benefit of our clients.

### **CAPACITY**

We act as your agent where we assist in completion of a proposal form, when we advise you on what cover will meet your needs and recommend which insurer you should place your business with and where we assist you with making a claim. We act as agent of the insurer in respect of issuing cover notes, policies and certificates as well as when we handle premiums.

### **RENEWALS/CANCELLATION**

You may be entitled to cancel your policy within 14 days of policy inception or receiving full documentation, details of which will be given to you when you take out your policy. Where you pay your premium by direct debit or premium finance we will automatically renew your policy unless you advise us to the contrary, however this will not prejudice your rights to cancel. Certificates and other Policy documentation will not be released to you until we are in receipt of full payment of the policy premium(s). In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.

### **CONFLICT OF INTEREST**

There may be occasions when a potential conflict of interest arises. If this happens, we will inform you and obtain your consent before we carry out your instructions.

### **CLAIMS**

In the event of a claim you should report all incidents to our office as soon as possible or to your insurer.

### **FINANCIAL CRIME**

We are required to cross check you against The Office of Financial Sanctions Implementation (OFSI) HM Treasury consolidated list of Financial Sanctions Targets in the UK as part of the information gathering process.

We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence of suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payment or privileges from or to insurers or clients.

### **LIMITATION/EXCLUSION OF LIABILITY**

Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £2,000,000 per claim. We shall not be liable to you for any economic

loss, loss of profit or loss of business, whether directly or indirectly occurring and which arises out of or in connection with these Terms. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence, or loss caused by our fraud, willful misrepresentation or breach of regulatory obligations owed to you.

### **LAW AND JURISDICTION**

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English Courts.

### **CONSUMER CREDIT**

Where we arrange credit we act as an independent credit broker and arrange credit with either your insurer or premium finance provider and we may receive commission from the lender for arranging your credit agreement, details of which will be disclosed on request.

Other than insurer's own credit facilities we use Premium Credit Limited to provide finance exclusively, who is the lender. We Martin Bird Insurance Brokers are acting as the credit broker. We may receive a commission for introducing customers to them.

If when the lender has received the new business transaction, the inception date has already passed, they may collect any payments that would have been due had the transaction been received prior to the inception date as soon as possible. This will ensure your payment schedule stays on track with the policy period but may mean that the first payment is higher than the rest.

You may have 14 days to cancel your credit agreement.

If the signed credit agreement is not returned, lenders may charge you a fee to cover the costs of chasing its return, which will be added to your next monthly payment.

If you default on your payments, the lender will try to collect the initial missed payment again together with any default charges. Further instances of missed payments may result in cancellation of your credit agreement. Any missed payments can be made by credit or debit card over the telephone to the premium funding provider or directly into their bank account.

We will be informed of such events and if the default is not resolved the credit for the related transaction may be cancelled. If you do not make other arrangements to pay the finance provider or us your insurance policy may also be cancelled. You will be responsible for any time on risk charge.

Where there are any unpaid premiums or charges due from you under your credit agreement if this is cancelled, we will recover these from you.

### **PROTECTED NO CLAIMS DISCOUNT**

No claims discount (NCD) protection does not protect the overall premium price of your Insurance Policy, The price of your Insurance Policy may increase following an accident even if you were not at fault. For details of your Insurance Policy's NCB step back procedures please see your Insurer's New Business Schedule or subsequent Renewal Schedule.