

TERMS OF BUSINESS AGREEMENT FOR GUY CLARKE INSURANCE SERVICES.
Authorised and regulated by the Financial Conduct Authority No: 303954

Please read this document carefully and contact us immediately if there is anything that you do not understand/or with which you disagree. Your receipt of this document constitutes your informed consent to its contents.

Who regulates us?

We are authorised and regulated by the Financial Conduct Authority (FCA). Our details may be confirmed on the FCA's Register www.fca.org.uk or by phoning the FCA on 0800 1116768.

Our Service

We are an independent Insurance Intermediary. Our permitted business activities are advising, arranging (bringing about) deals in investments, making arrangements with a view to transactions, dealing as agent, assisting in the administration and performance of a contract and agreeing to carry on a regulated activity in respect of General Insurance contracts as well as credit broking and Debt Administration. We act on your behalf of with a number of insurers in arranging various insurance covers. We will give you details of these insurers when we discuss your individual requirements. We offer a wide range of personal & commercial insurance products, and have access to leading insurers in the marketplace. As part of our service, we also offer a service to assist you with any claim you need to make, including, if required, the recovery of any uninsured losses you may incur. With regards to uninsured loss claims, we do make a recovery charge, which is shown below in our list of charges.

If domiciled in a country other than the UK

The law or regulations in your country of domicile may take precedence over any relevant UK legislation. Therefore references in this document to the FCA or Financial Ombudsman Service or Financial Services Compensation Scheme and any rights or benefits thereunder may not apply. If you wish to clarify your position in this respect then we will discuss this on request.

Your Duty to Provide Accurate Information

Commercial Customers:

It is your responsibility to provide complete and accurate information to insurers and us prior to and when you purchase an insurance policy, throughout the life of the policy and when you renew that policy. Failure on your part to immediately disclose information relevant to your insurance or any inaccuracies in the information given could result in your insurance cover being invalid or not fully operative.

Consumers:

It is your responsibility to take reasonable care and, when asked, to answer all questions fully and accurately to insurers and us prior to and when you purchase an insurance policy, throughout the life of the policy and when you renew that policy. Failure on your part to immediately disclose accurate information when asked or provide misleading information could result in your insurer imposing different terms on the policy, charging a higher premium, or in some circumstances may avoid the policy from inception and any claims would not be paid.

All Customers:

All statements and material facts disclosed on proposal forms, statements of fact, claims forms and other documents should be full, true and accurate. Material facts are those that would influence an insurer in deciding whether or not to accept a risk and the terms and conditions that would apply. Where forms are completed or partially completed on your behalf, you should check them for accuracy before signing. If you are in any doubt as to whether a fact is relevant, you should disclose it and then ask for guidance.

Short period and cancelled policies

If you wish to cancel your policy, you will need to return the policy document and current certificate of insurance (if applicable) and confirm your cancellation instructions. Subject to the cancellation terms of your policy, a refund of premium may be available. Details of any applicable cancellation terms and charges will be found in your policy documents. Our commission and/or fees are fully earned from the date insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy.

Consumers only: Cooling Off Period

You have the statutory right to cancel a policy within 14 days of its conclusion or inception or renewal or upon receipt of the policy documentation whichever is the later. You may without providing a reason, cancel the policy in accordance with its terms and conditions. Any policy documentation and in particular any legal document, i.e. a certificate of motor insurance, should be returned with your instruction to cancel.

Quotations

Quotations are valid until the date cover commences up to a maximum of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

Client Money

The FCA requires us to hold all client monies, including yours, in a trust account, the purpose of which is to protect you in the event of our financial failure since, in such circumstances; our general creditors would not be able to make claims on client money as it will not form part of our assets.

We hold all client monies in a Statutory Trust bank account in accordance with the FCA client money rules. Under these arrangements, the FCA imposes a trust over client money using its statutory powers in the Financial Services Markets Act 2000. We are not permitted to:

- Make credit advances from this type of trust and cannot pay premiums to an insurer until the cleared funds have been received from you and are not entitled to pay ourselves commissions before we receive the relevant premium from the customer.
- Pay out your claim or any refund of premium until the money has been received as cleared funds from your insurer.

However, we may:

- For the purpose of effecting a transaction on your behalf, pass your money to another intermediary, including those resident outside the UK who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the UK. Please inform us if you do not agree to this.
- Retain for our own use, any interest earned on client money.
- Your money will be held either as agent of the insurer or agent of the client, depending on which insurer(s) your insurance has been placed with. Where money is held as agent of the insurer, this means that when we have received your cleared premium, it is deemed to have been paid to the insurer.

Unless we receive your written instruction to the contrary, we shall treat receipt of payment from you and of any claim payment and/or refund of premium which fall due to you, as being with your informed consent to the payment of those moneys into our Statutory Trust bank account.

Charges

We are usually remunerated by commission from your insurer(s) for our insurance broking services, or by way of a fee negotiated and agreed with you. If we receive both, this will be confirmed in writing to you at the time of incepting or renewing your insurance. In addition:

We may also make individual charges up to £15 to cover the administration of your insurances e.g. arranging a new policy, mid-term adjustments, short period or mid-term cancellations, renewals, issue of replacement or duplicate documents. We may also make individual charges where we prepare and issue documents on behalf of insurers, these will be confirmed in writing to you at the time of inception or renewing your insurance where applicable.

Some insurers may make additional payments to us reflecting the size and/or profitability of our account with them and/or in respect of work we undertake on their behalf. In addition we may also receive payment from other firms, such as premium finance providers, where non-insurance products or services are supplied to you.

Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and/or agreed fees in respect of the full policy period including where you appoint another intermediary in our place during the currency of a policy or where a policy is cancelled after inception or renewal.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

Your Documentation

It is your responsibility to read all documentation upon receipt and raise any query regarding it otherwise you risk a loss you suffer not being paid in part or in full. Documentation including your policy and certificate, if applicable, will be issued to you upon receipt from insurers.

You must check all documentation issued to you to ensure the details are correct and the insurance cover provided meets your requirements. We will arrange insurance cover according to your instructions but only you can identify if it does not meet your intentions. If you have any concerns in respect of your insurance cover or are uncertain as to the meaning of any terms and conditions or if you discover errors in the documentation, then you must notify us immediately.

Law and jurisdiction

These Terms of Business which form our agreement with you shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

Insurer credit searches

Insurers may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to calculate the risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application will not solely depend on the results of the credit scoring process.

To ensure you receive the most competitive offer from insurers, now or at any time and to protect customers from fraud and verify customers identity, insurers may use publicly available data which they obtain from a variety of sources, including credit reference agencies and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

Premium finance credit searches

When applying for a loan to facilitate payment of your premium by instalment facilities, your application for credit will be passed to the credit provider who in assessing your application may search public information held by a credit reference agency about you. The credit reference agency will add details of the search and your application to their record about you whether or not your application proceeds.

Bribery and corruption

We have no tolerance for bribery and corruption and this policy extends throughout the company for all of its dealings and transactions in all countries in which we operate. Our anti bribery policy is updated in line with the changes in law, changes in our business and our reputational demands. All employees are required to comply with this policy.

Both parties agree to comply fully with the requirements of the Bribery Act 2010, and will not engage in any of the following activity: promising or giving of an advantage, financial or otherwise, to another person to bring about an improper performance or to reward such improper performance requesting, agreeing to receive or accepting of an advantage, financial or otherwise to act improperly bribe a foreign public official to do or reward them for doing, something improper. Additionally, where applicable, a firm will prevent bribery being committed on its behalf by its employees and third parties.

Sanctions

Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the FSCS if we cannot meet our obligations. Full details and further information on the scheme are available at www.fscs.org.uk.

Confidentiality and Security

To help make sure you receive a competitive quotation, offer of appropriate payment options, protect against fraud and to verify your identity, insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance. By accessing our sites and using our services, you consent to any such transfer of information to a third party.

Where you have given us consent we may use the data we hold about you to provide you with a renewal quotation and information about products and services we consider may be appropriate.

Our Retention of your Personal Information - By using our services you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected. We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Under the General Data Protection Regulations 2018, you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the General Data Protection Regulations please refer to the Information Commissioners Office - www.ico.org.uk.

Complaints

It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet your standards please contact Mr Guy Clarke either verbally or in writing, who will take details of your concerns and attempt to address your concerns within five working days. Please contact us at the address and numbers shown above. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.