



INSURANCE BROKING SOLUTIONS SINCE 1932



# Customer Agreement

## Our Terms & Conditions of Business

# CUSTOMER AGREEMENT

This Agreement is issued by Brunsdon Insurance Brokers Ltd of Goodridge House, Goodridge Avenue, Gloucester GL2 5EA who can be contacted on 01452 623 623 or by e-mailing [enquire@brunsdon.co.uk](mailto:enquire@brunsdon.co.uk)

(Please note that Brunsdon Insurance Brokers Ltd is variously referred to as 'We / Our / Us' throughout this document.)

## AUTHORISATION STATEMENT

Brunsdon Insurance Brokers Ltd is an independent insurance intermediary which is Authorised and Regulated by the Financial Conduct Authority (FCA). The FCA regulates the financial services industry in the UK and its address is 25 The North Colonnade, Canary Wharf, London E14 5HS. You may check this and Our Authorisation details on the FCA's Register by visiting the FCA web site [www.fca.org.uk](http://www.fca.org.uk) Reference No. 533826, or by contacting the FCA on 0800 111 6768.

## PERMITTED BUSINESS

Our permitted business is advising on and arranging Non-Investment General Insurance Contracts. We are also authorised to undertake the following Consumer Credit Activities; Credit Broking, where we act as a credit broker, not lender.

## CORE SERVICES TO BE PROVIDED

We advise on a wide range of general insurance products and services to both individuals and businesses. Our service includes:

- **Assessment, advice and recommendation** on your insurance needs
- **Design and placement** of insurance covers to meet your requirements
- **Administration**, including checking and issuing policy documentation, handling of changes to the insurance programme and responding to enquiries and provision of supporting administration
- **Renewal** review, consisting of provision of details and existing scope of cover; providing advice and guidance in reviewing the adequacy of sums insured, estimates and projections and in commenting on cover & market options together with the general competitiveness of premiums
- **Claims** reporting, assistance and administration of all claims

We offer Our services usually on the basis of a fair and personal analysis of the market, but for specific risks this may be from a limited number of insurers or even a single insurer. In the event We use a limited number of insurers, or only one insurer, We will advise you accordingly prior to the conclusion of the contract.

In sourcing a suitable policy, placing the insurance and in assisting you with a claim, We always act as your agent.

## NON-CORE SERVICES FOR BUSINESS & COMMERCIAL CUSTOMERS

If requested, available and appropriate, We may agree to provide you with a number of additional services which fall outside of Our 'Core Service' provision and which will be subject to the negotiation and agreement with you of additional remuneration, prior to any activity being undertaken.

Such services include, inter alia:

- Risk Management services (health and safety services, business continuity planning services)
- Property and liability risk management reviews to improve risk profile
- Contract risk reviews
- Acquisition due diligence and disposals
- Consultancy services in respect of complex or major disputed claims

## TRANSFERRED BUSINESS

If We take over the servicing of insurance policies, other than at their inception or renewal, which were originally arranged through another broker, intermediary or insurer, We do not accept liability for any claim or claims arising from the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in the insurance protection provided, or advice not provided by Us. If at the time of transfer you require Us to perform an immediate review, you must inform Us accordingly. Should you have any concerns in respect of a policy which has been transferred to Us, you must notify Us immediately.

## PAYING FOR OUR SERVICES

The remuneration for Our services is normally in the form of commission or brokerage which is a percentage of the insurance premium paid by you and allowed by the insurer(s) with whom the insurance is placed, or a fee (in lieu of commission), or a combination of both. Details of the commission We receive will be provided upon request and We will remind you of your right to request this information prior to conclusion of each insurance contract or upon renewal. Brokerage and fees are earned for the policy period and We will be entitled to retain fees and brokerage in respect of the full policy period in relation to policies placed by Us.

In addition to the brokerage and fee payments received by Us, We may also receive remuneration by way of profit share agreements and volume commission override arrangements from insurers with whom We have placed your insurance, or from premium finance providers. Also in addition to the Insurance Premium, We make the following administration charges when transacting your insurance to cover our administration and increasing regulatory costs:

Transactions subject to additional charges	Additional charge
Arranging new policies	£50
Renewals (per policy)	£50
Replacement policy documentation	£10
Mid-term adjustments	£25
Cancellations: Full annual commission	£25 (min)

For Travel Insurance policies and products where We receive no, or a reduced level of commission from the insurance provider, We may agree remuneration by charging a fee, or We may agree a combination of commission and fee. This will always be negotiated prior to the conclusion of the contract. The specific amount and purpose of any additional charges will be advised to you in advance.

### Payment of Premiums

You must provide the premium due in cleared funds in accordance with Our premium requests or invoices. Failure to meet the payment dates may lead to insurers cancelling your policy. Where insurers have specified that the premium must be received by a certain date, failure to comply can result in the automatic termination of your insurance.

We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you. Premiums may be paid by BACS, cash, cheque, most major credit and debit cards and by instalments, either directly with the insurance provider, or via a premium finance loan through Close Brothers Premium Finance (CBPF).

In arranging premium finance We act as a credit broker and not as lender. We do not research the market for the most competitive loan and use CBPF as our sole finance provider. We cannot guarantee that a premium finance loan through CBPF is the most competitive or cost effective method of payment and you may wish to check with your bank or finance provider to see if alternative methods of financing are more favourable.

We receive commission from CBPF in facilitating a premium finance loan on your behalf and you are entitled to request details of our remuneration relating to your account at any time.

Where an insurance provider specifically makes an offer of instalment terms in relation to your insurance, this will be communicated to you.

When paying by monthly Direct Debit, either directly with the insurance provider or through CBPF, following the appropriate notification of renewal (which We will provide in good time for the non-investment contract as required by the FCA), We will ensure automatic renewal of the contract. You agree to notify Us in good time prior to the renewal date of the contract if renewal is not required, whereupon We will arrange cancellation of the contract.

## PERSONAL CREDIT CHECKS

When you ask Us to obtain quotations for personal insurance products, you should be aware that some of the insurers We approach will carry out personal credit checks as part of the underwriting process. This means they will review information held by a credit reference agency. Whilst a record of the search will be added to your credit record, We are advised this will not have any detrimental effect on your credit rating or history.

To comply with Consumer Credit legislation, providers of personal credit are required to carry out affordability assessments before making advances of credit. This means that whenever We are asked to arrange personal premium finance We will pass your name, address and date of birth to the finance provider, to enable it to carry out an assessment. In assessing your application, the provider may search information held by a credit reference agency. Please note the credit reference agency will add details of the search and your application to their records, whether or not your application proceeds.

## CANCELLATION

If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) and you take out a policy through us which lasts for more than one calendar month, you can cancel your policy within 14 days from the date on which you receive the contractual terms and conditions. A pro-rata premium refund will be made by the insurer, subject to no claims having been made. This is called the 'Cooling Off Period.'

However in the event you exercise your cancellation rights, insurers will return premiums to Us. Once Our remuneration has been earned Our brokerage or fees will not usually be returnable. We therefore reserve the right to retain Our brokerage or fees in full in such circumstances.

Where you cancel your policy, or where you request a mid-term adjustment which reduces the cover provided under the policy, We reserve the right to charge you for our time and costs. This will usually result in Us reducing the amount refunded to you by the FULL amount of the commission and fees We would have received had you not cancelled. The reason for this is that the majority of Our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when We might check the ongoing suitability of the cover the policy offers. These costs are covered through the commission We earn. If you cancel, this does not give Us an opportunity to recover the costs We incurred and would often result in Us making a loss. However, any charge made will not exceed the cost of the commission and fees We would have earned.

If any direct debit or other payment due in respect of a credit agreement entered into with Our suggested provider or premium finance provider, to pay insurance premiums, associated fees and charges, is not met when presented for payment, or if you terminate, or do not complete such credit agreement, you acknowledge and agree that it may be necessary to cancel, on your behalf, the insurance policies being paid by the said agreement, unless you immediately make other arrangements to pay the remaining balance of the insurance premiums. After cancellation, you agree that you will be responsible for any time on risk charge still outstanding and the finance provider's reasonable costs after application of any refunds allowed by the insurers. You will be responsible for putting in place any alternative insurance arrangements you need, unless you have been able to satisfy the requirements We may have in such a situation to provide an alternative solution.

Insurers will not normally allow a refund of premium where;

- A claim has been made
- A "minimum and deposit premium" has been charged
- The contractual terms do not allow a return in premium upon cancellation.

## **RISK INFORMATION**

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any change to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

If you are a commercial customer, or someone buying insurance mainly for purposes related to your trade, business or profession, You have a duty under the Insurance Act 2015 to make a fair presentation of the risk to insurers. This duty applies when You take out Your insurance cover, throughout the life of Your policy, and when You renew Your insurance. This duty includes a need for You to undertake a reasonable search for material information which is known, or ought reasonably to be known, by Your company's principals, directors, senior management (ie. anyone playing a significant role in making business decisions in Your firm) and staff responsible for insurance.

You should advise Us of any particular concerns which led You to seek insurance cover and any special or unusual facts relating to the risk.

You must ensure that all material statements of fact are substantially correct and not misleading, and any material information which is a matter of expectation or belief (EG. an estimate or forecast) is provided in good faith. Failure to disclose any material information or change in circumstances to Your insurers which could influence the cost, or their decision to accept Your insurance, could mean that Your policy could be invalidated or cancelled without refund, or that part or all of a claim may be not be paid. 'Material statements' and 'material information' are information which could influence the judgement of a prudent insurer in determining whether to take on a risk and on what terms.

Insurers pass on information to the Claims and Underwriting Exchange Register. The aim is to help insurers check the information provided and also to prevent fraudulent claims. When your request for insurance is dealt with, the Register may be searched. When you provide information about an incident (such as fire, theft or accidental damage), this may be passed on to the Register. You are advised to keep copies of any correspondence you send to us or direct to your insurers.

## **SETTING SUMS INSURED, POLICY ESTIMATES AND INDEMNITY VALUES**

The setting of and advising Us or your insurers of the sums insured and / or indemnity values and / or policy estimates is always your responsibility as insurers will rely on this information when deciding policy terms and the premiums to apply.

If you are underinsured or have mis-stated policy estimates, insurers may refuse to pay a claim in full or in part.

## DOCUMENTATION

We will issue documentation confirming details of the policy purchased, including the identity of the insurer and any wholesale or chain of intermediaries as appropriate. We will advise you of the date(s) on which any premiums are due and if relevant, and the consequences of late payment. When required by Our Regulators, We will also:

- Include with your policy confirmation a statement setting out your demands and needs as understood by Us
- Confirm whether the contract has been personally recommended and if so, the reasons for making the recommendation
- Include a summary of key aspects of your policy
- Provide you with renewal terms in good time before expiry of your policy, or notify you that a renewal is not being invited

It is important that you read all your documentation carefully and inform Us immediately if you have concerns with the coverage arranged for you.

## CLAIMS

You must notify Us as soon as possible of a claim or circumstances which may give rise to a claim. This can be done by contacting Us or reporting the matter directly to the insurer. Details of how to make a claim are included within your policy documentation. We will provide you with assistance in submitting a claim and in your seeking to obtain reimbursement.

## INSURER SECURITY

We will advise you of the insurers with whom it is proposed to place any insurance on your behalf. However, We cannot and do not guarantee the solvency or continuing solvency of any insurer used. You should note that the financial position of an insurer can change after cover is incepted. A liability for the premium, whether in full or pro-rata, may arise under policies where a participating insurer becomes insolvent.

## CLIENT MONEY

Brunsdon Insurance Brokers Ltd. is authorised to hold Client money in respect of non-investment insurance products. The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:

- Any premium money it has received from you to the insurer, or
- Any claims or return premium monies that it has received from the insurer to you

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. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing, Client Money may be treated differently than if it was held by an intermediary in the UK. You may notify Us if you do not wish your money to be passed to a person in any particular jurisdiction.

We are governed by strict rules pertaining to Client Money, set down by the FCA. Where We hold monies in a client bank account, We may earn interest on the monies held, which will be retained by Us.

We hold Client Money separate from Our own money with Nat West Bank plc, segregated in a client bank account designated as subject to a Statutory Trust. We act as Trustees of Our clients' monies and must meet certain legal and regulatory conditions. Any return premiums which may fall due to you, following a policy adjustment or cancellation, will be processed by Us upon receipt of the cleared funds from the insurance provider.

## CLIENT CONSENT / DATA PROTECTION

In accordance with the Data Protection Act 1998, in the context of you instructing Brunsdon Insurance Brokers Ltd. to advise/make recommendations on and arrange transactions in General Insurance business on your behalf, you provide your consent to any personal and financial information supplied by you to Us being stored, used and transmitted to Product Providers / Lenders / Financial Services Institutions. All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information We have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance.

To make sure you get suitable and appropriate advice from us and to ascertain the most appropriate payment options for you and to protect you from fraud, We use public and personal data from a variety of sources, including credit reference agencies and other organisations. Our search will appear on your credit report whether or not your application proceeds. By agreeing to the terms of this Agreement, you agree to these uses of your information and data.

We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and in particular, where you have requested a premium instalment plan, this may include details of your payment record with Us.

## **MARKETING**

We may use your information to keep you informed by post, telephone, email or other means of contact regarding relevant products and services which We consider may be of interest to you. Your information may also be used for the above purposes after any insurance policy has lapsed. If you do not wish your information to be used for marketing purposes, please advise Us accordingly.

## **CONFLICTS OF INTEREST**

We undertake not to transact any business for you in which We, or to Our knowledge Our customers, have an interest, without your consent. If We become aware that Our interests or those of any one of Our other customers conflict with your interests, We will inform you in writing of the fact and obtain written consent before acting further on your instructions.

## **TERMINATION OF AUTHORITY TO ACT**

Our authority to act on your behalf may be terminated at any time, without penalty and without prejudice to the completion of transactions already initiated, by either party giving immediate notice in writing to that effect to the other. Transactions in progress at the time of termination shall be processed to completion as if the termination had not taken place, unless specifically aborted by you in writing. Cancellation fees may then apply.

## **LIMITATION OF LIABILITY**

If we fail to comply with these Terms & Conditions of Business, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms & Conditions of Business or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our Breach, or if it was contemplated by you and us at the time we entered into this contract. Unless otherwise agreed in writing between you and us, our liability to you:

- a) Under these Terms & Conditions of Business, and in connection with any services that we provide to you under these Terms & Conditions of Business; and
- b) For our breach of contract, negligence, breach of statutory duty, breach of professional duty or breach of trust is limited to £5 Million.

We have no liability to you for:

- a) Any losses which are contributed to by your own negligence.
- b) Any losses which arise from your failure to provide information which we have reasonably requested about your insurance risks.
- c) Any losses which are not a reasonably foreseeable consequence of our actions.
- d) Any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not exclude or limit in any way our liability for:

- a) Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.
- b) Fraud or fraudulent misrepresentation.
- c) Breach of our statutory or regulatory obligations.
- d) Any liability which cannot be excluded or limited under applicable law.

We are not liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms & Conditions of Business that is caused by an event outside our control. If you are a consumer, nothing in These Terms & Conditions of Business affects your statutory rights

## **LAW AND JURISDICTION**

These Terms & Conditions 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 conjunction with these Terms & Conditions of Business we both irrevocably submit to the exclusive jurisdiction of the English courts.

## **PROFESSIONAL INDEMNITY**

Brunsdon Insurance Brokers Ltd. maintains Professional Indemnity Insurance, compliant with the FCA rules.

## **COMPLAINTS**

If you wish to register a complaint, please either telephone or write to:

**Mr. I. Dickinson, Compliance Manager, Brunson Insurance Brokers Ltd., Goodridge House, Goodridge Avenue, Gloucester GL2 5EA  
Phone: 01452 623623 Email: [ian.dickinson@brunson.co.uk](mailto:ian.dickinson@brunson.co.uk)**

If you cannot settle your complaint with Us, you may be entitled to refer it to the Financial Ombudsman Service.

## **COMPENSATION SCHEME**

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. The current limits are:

General Insurance advice and arranging: (For business conducted on or after 14th January 2005)  
90% of the claim with no upper limit. Compulsory insurance is protected in full.

Further information about the Compensation Scheme arrangement is available from the FSCS:

**Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU  
Phone: 0800 678 1100 or 020 7741 4100 Fax: 020 7741 4101 Web: [www.fscs.org.uk](http://www.fscs.org.uk)**

The terms of this Agreement come into force with this issue (August 2016) and are not assignable. Its contents are governed by and construed in accordance with English law and are subject to the exclusive jurisdiction of the English Courts.

**YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS & CONDITIONS OF BUSINESS AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.**

Brunsdon Insurance Brokers Ltd. Goodridge House, Goodridge Avenue, Gloucester GL2 5EA  
Phone: 01452 623632 Fax: 01452 623 900 E-mail: [enquire@brunsdon.co.uk](mailto:enquire@brunsdon.co.uk) Web: [www.brunsdon.co.uk](http://www.brunsdon.co.uk)

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