

# Terms of Business

**Robert Gerrard & Co Ltd**

(Insurance Brokers)

144 Station Road, London E4 6AN

Tel: 020 8529 3333 FSA No. 301332

**Authorised and regulated by the Financial Services Authority**

## The Financial Services Authority (FSA)

The FSA are an independent watchdog that regulates insurance and financial services. We are authorised and regulated by the FSA and our Firm's Ref No is 301332. Our permitted business is advising, arranging, making arrangements with a view to transactions, dealing as an agent and assisting in the performance in non-investment insurance contracts. Details of our status can be checked by visiting the FSA website at [www.fsa.gov.uk](http://www.fsa.gov.uk) or by telephone on 0845 6061234

## Our Service

In arranging insurance for our customers, we act as an Independent Intermediary. Our service includes advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. We can also assist you with making a claim.

## Products we offer

We offer products from a range of insurers for personal lines (e.g. Motor and Household), and products from a limited range of insurers for Travel Insurance.

## Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of the policy, and when you renew your insurance. Failure to disclose information pertaining to your insurance, or any inaccuracies in information given, could result in your insurance policy being invalid or cover not operating fully.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents, are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a certificate of motor insurance.

Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as "Spent".

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

**If you are in any doubt about whether information is material, you should disclose it.**

## Confidentiality and data protection

All personal and sensitive information about our customers is treated as Private and Confidential.

We will only use and disclose the information we have about customers in the normal course of arranging and administering their insurances, and will not disclose any information to any other parties without their written consent. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our customers is correct, and shall use it to provide quotations when policies fall due for renewal.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

To make sure you get the best offers from insurers, now or at any renewal and to protect you from fraud and to verify your identity, they 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 applications proceed.

As well as these searches insurance companies may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your application proceeds under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other related queries, you should write to us at the above address.

## Motor & home insurance anti-fraud registers

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the Registers.

## Motor Insurer Information Centre (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

## Use for marketing purposes

We may use information held about you, to provide you with information about other products and services that we feel may be appropriate to you, by email, telephone, post or other means. You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address.

## Claims

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring that may give rise to a claim under your policy, you should notify the insurer direct as soon as possible using the contact details in your policy documents.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and in any event, within 3 working days.

We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all the elements of the claim with due care, skill and diligence.

We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss.

If there is any conflict of interest, we shall only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and you have given that consent.

We will forward any payments received from insurers in respect of any claim, to you, without delay. We will notify you of any request for information we receive from your insurers.

## 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 these standards, please contact the member of staff you were dealing with, either verbally or in writing. They will take details of your concerns and we will then acknowledge in writing, advising you of who is dealing with the matter. A copy of our full Complaints Handling Procedures is available on request. If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service.

## Cancellation rights (The mediation contract)

The Mediation Contract is the agreement between you and us for the insurance mediation services that we provide to you in respect of your insurance requirements.

Once you have entered into the Mediation Contract with us, you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the Mediation Contract. The duration of this cancellation period is 14 days and commences from either:

- \* the day of conclusion of the Mediation Contract; or
- \* the day on which you receive the Mediation Contract detailing the full contractual terms, conditions and information of the contract; whichever is later.

To cancel this Mediation Contract within the cancellation period, please write to us at the above address. If you do cancel this Mediation Contract within the cancellation period, you may be charged a proportion of any of our fees that you have incurred.

This Mediation Contract can be cancelled at any time by either party in writing by giving 7 days notice. If you wish to give notice of cancellation, please write to us at the above address. If we wish to cancel this Mediation Contract we shall write to you at the last known address we have for you on our records.

If you decide to cancel the Mediation Contract with us at any time other than during the cancellation period, we will retain a proportion of the fees that you have paid\*

## Premiums and financial aspects

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 540685.

We normally accept payment by cash, guaranteed cheque or the following credit/debit cards:

- \* Visa
- \* Delta
- \* Mastercard
- \* Maestro

You may be able to spread your payments through insurers' instalment schemes, a credit scheme with a third party finance provider, or a facility we have arranged ourselves. We will give you full information about your payment options when we discuss your insurance in detail.

Premiums that we collect from you are held in an insurance broking bank account specifically used for the purpose of holding client premiums. By virtue of agreements we hold with insurers, we collect premiums as agent of the insurer. Therefore, once we have collected premiums from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer. We will remit the premiums to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers. We do not pay interest on amounts accrued in the client money account.

## Charges

In certain circumstances, e.g. where no commission, or a reduced level of commission is paid, we will make a charge. We will also make the following charges to cover the administration of your insurances:

New policies:	£10.00
Mid term adjustments:	£15.00
Renewal of policy:	£10.00
Returned unpaid Cheques:	£10.00
Cancellation of Close Prem Finance Agreements:	£10.00

If payment is made by credit card a fee equivalent to 2% of the transaction value will be charged.

## Premium refunds

Premium refunds usually arise if an insurance risk is reduced or a policy cancelled.

On a return premium, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you.

In view of the costs involved, we will not issue any return premium that is less than £10.00 (after deducting reclaimed commission).

If a policy is cancelled, we will refund any return premium due (after deduction of the commission).

## Policy terms, conditions and warranties

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

## Quotations

All quotations are subject to change in respect of the amount of premium indicated, and/or the terms and conditions that are applied.

## Renewal premiums paid by instalments

In good time before the renewal of your policy, we will provide you with the renewal premium and terms for the coming year.

If you have not contacted us before renewal date, we shall renew the policy automatically on your behalf. If you do not wish to renew the policy, please let us know as soon as possible. We should also advise you to cancel your direct debiting instruction with your bank prior to renewal date.

If it is your intention to renew the policy, no action is required by you, and the policy will renew automatically. We shall send your new certificate of insurance to you.

## Financial Services Compensation Scheme (FSCS)

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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from FSCS

## Governing law

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

Other taxes or costs Other taxes or costs, or both, may exist in relation to the products and services offered by us that are not paid through, nor imposed by, us.

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