



## Terms of Business

### Export & General Insurance Services Ltd – Our Terms of Business for General Insurance.

If you are considering taking out a policy, utilising any of our services or appointing us as your broker, you must read our Terms of Business fully. A copy can be posted / emailed upon request if more convenient.

Who regulates us? With effect from April 1<sup>st</sup> 2013, Export & General Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority. Our regulated Firm number is 310881. Full details can be found on the FSA Register by visiting [www.fsa.gov.uk](http://www.fsa.gov.uk)

You can contact the Financial Conduct Authority (FCA) at:  
25 The North Colonnade, Canary Wharf, London E14 5HS

You can also call their Consumer Helpline on 0800 111 6768 (freephone), 0300 500 8082

From abroad: +44 20 7066 1000

Email: [consumer.queries@fca.org.uk](mailto:consumer.queries@fca.org.uk)

Additional information can be obtained from [www.fsa.gov.uk](http://www.fsa.gov.uk)

## 1. Our Service

We act as an Independent Intermediary (Broker) on your behalf. We offer a full range of personal & commercial insurance products and our service includes: advising you on your insurance needs; arranging your insurance cover with insurers to meet your requirements and helping you wish any subsequent event of alteration to your insurance that we have placed for you. We also assist you when making a claim. We deal with a number of Insurers and will advise you should we have any special arrangements with them or should you have to deal directly with the insurer for ongoing policy administration. We may issue policies and handle claims on behalf of some insurers. For certain types of insurance (Legal Expenses Insurance & breakdown cover) we represent only one Company and we will advise you should this be the case. We will also advise you should we place your insurance through any other intermediary regulated by the FCA (Financial Conduct Authority).

## 2. Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your 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. If you are in any doubt about whether information is material, you should disclose it. You are reminded that it is an offence under the Road Traffic Act to make 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". It is imperative that you understand that any information, statement or answers made by you to us, or your insurer, are your responsibility and must be correct. Your attention is particularly drawn to the importance of the declaration and signature on any Insurers proposal form as any failure to disclose facts material to the insurance or any inaccuracies in your answers may invalidate your insurance cover in part or in whole. Facts material to the insurance are matter of information which may influence your insurer as to the acceptability or otherwise of your proposal or renewal and must be disclosed at the earliest opportunity and certainly at each renewal. You are advised to keep copies of documentation sent to or received from us for your own protection. Please do consult us if you are in any doubt on any aspect. If you are in doubt about whether information is material, you should disclose it.

## 3. Confidentiality and data protection

All personal and sensitive information about our customers is treated as Private & 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 your 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. We may pass information about you to credit reference agencies for the purposes of arranging payments by instalments, and may also pass them, details of your payment record with us. 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. Unless by law, public interest, requirement by the FCA (Financial Conduct Authority) or you giving your consent, all information you supply will be kept confidential to us and parties involved in the normal course of arranging and administering your insurance.

Motor and home insurance anti-fraud registers Insurers share information with each other via the Claims & 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, which we offer, and which 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 0208 2550617 or write to us at 2 Upper Teddington Road, Hampton Wick, Kingston upon Thames, KT1 4DY.

## 4. Claims

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring which 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 document, and/or please notify us and we will promptly advise you and, if appropriate, issue you with a claim form for completion to enable us to pass all details to your insurer. You should not admit liability nor agree to any course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your insurer.

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 2 working days. We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all 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. 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.

#### **5. 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, if you remain dissatisfied, please ask to speak to the Manager in Charge of the General Insurance Department. Your complaint will be acknowledged within 5 business days advising you who is dealing with the complaint and indicating when you may expect an answer. We will provide a formal written response within 20 business days from the receipt of the original complaint. If the complaint cannot be resolved within this timescale we will write with an explanation as to the progress and the likely timescales involved. You will be advised of any further redress available to you, should you believe the matter has not been resolved to your satisfaction. Your insurer also operates a complaint procedure, details of which are in your policy book. For private policyholders we are member of the Financial Ombudsman Scheme (FOS), which provides a dispute resolution facility for settling complaints. Their full details together with other important contact details are to be found in the "How to Complain" leaflet which will be issued with your policy booklet. The FOS facility is only available to eligible complainants – they do not apply to commercial clients with a turnover in excess of £1,000,000 (one million pounds).

#### **6, 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 requirement. 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 full terms of the Mediation Contract detailing the full contractual terms, conditions and information of the contract;

whichever is later.

To cancel the Mediation Contract within the cancellation period, please write to us at Export House, Elms Farm, Tockington, Bristol BS32 4LQ. 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 giving 7 days notice. If you wish to give notice of cancellation, please write to us at 2 Upper Teddington Road, Hampton Wick, Kingston upon Thames, KT1 4DY. 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 in full any fees that you have paid.

#### **7. Premiums and financial aspects**

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act. We normally accept payment by cash, guaranteed cheque or the following credit/debit cards (Visa/Mastercard/Delta & Solo). Credit Cards incur an interest charge of 2.5% on use, and debit cards are free. You may be able to spread your

Revised October 2014

Export & General Insurance Services Ltd (No. 01748787)

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.

We may keep certain documents, such as your insurance policy documents or Certificate, while we are waiting for full payment of premiums. 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. By accepting this agreement, you agree that delivery of any certificates of insurance to us shall constitute delivery to yourself in accordance with statute law. We conform to FCA (Financial Conduct Authority) requirements in respect of Professional Indemnity Insurance. This type of insurance is mandatory for FCA members.

Risk Transfer Premiums that we collect from you are held in an insurance 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.

#### **8. Client money segregation (Statutory trust)**

Premiums that we collect from you will be segregated into and held in a Client Money Bank Account. The client money will be held by us as trustee on your behalf. The Client Money Bank Account is set up as a trust governed by FCA rules. This means that once the client money is segregated into the Client Money Bank Account, it falls into our legal ownership but remains in the beneficial ownership of customers whose premiums are deposited in the Account. If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the client money in the Account according to their respective interests in the client money. The costs relating to the distribution of client money may have to be borne by the trust. The trust account will be managed in strict compliance with the FCA requirements to ensure client money is protected and forwarded to the insurer as they become due and payable.

Return premiums and Charges Return premiums 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 and below we outline our charges to you.

#### **9. Awareness of Policy Terms**

When a policy is issued, you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you have purchased. If you are in any doubt over any of the policy terms or conditions, please seek our advice promptly.

#### **10. Charges and Background to Charges**

We may make the following charges to cover the administration of your insurance: - Arranging New Policies, normally £5, but we reserve the right to charge an additional amount to the insurer premium to cover the cost of extra work involved on more complex cases. This amount will be notified to you prior to your committing to the policy. If you wish to cancel your insurance before the policy expiry date please contact us for further advice on 02028 2550617. You will need to confirm this in writing and return your certificate of insurance before your policy can be cancelled. Your Insurer may refund some of our premium by applying a "short term" cancellation charge that will not be proportionate to the





annual premium that means in some instances there may not be a refund due, for example, in the event of a claim. The cancellation rate may vary between insurers and any refund will be less the agent's commission and a fee. Your insurer, (or us with their permission), may cancel your insurance by giving you seven days notice to your last known address. If we do this, you must send us your certificate of insurance (if you do not, it is an offence under the Road Traffic Act). Providing a claim has not been made under this insurance your insurer will refund part of your premium for the period of insurance remaining after the cancellation date. If your insurance is cancelled because you have not paid the premiums on time, your insurer will not refund any part of the premium you have already paid, and they will calculate any outstanding premium, charging for the time you have been covered by your insurance. Any other specific charges and purposes of any additional charges will always be advised to you in advance.

#### **11. Instalment & Adjustment Charges**

Payment of the premium can be made by cash, cheque, credit/debit card, or can be financed by a premium instalment plan. In addition to the insurance premium, your monthly instalments will incur and instalment charge the current rate if which will be specified in the credit agreement, and some plans will include an additional administration charge of approximately £10 (ten pounds). Please ensure that you refer to the terms illustrated in your credit plan, paying particular attention to the section concerning default payments.

Premiums paid by cheque or debit/credit card may incur and instalment charge illustrated in your new business or renewal documentation. If a cheque is presented and fails to clear with the bank, you will incur a charge of £20 (twenty pounds) to cover the additional cost involved in representing each cheque. If you need to alter your insurance details, you will need to contact us as changes should be advised in advance. If your insurer agrees to cover you, we will tell you about any change in your premium. We reserve the right to apply a charge for administering any mid-term adjustment made to a policy of up to £30 (thirty pounds). A Certificate of Insurance is a legal binding contract between you and your insurer and you should prevent loss or damage from occurring. If a duplicate certificate is required, you will incur a charge of £15 (fifteen pounds).

#### **12. Amendments to your Policy and Non Disclosure**

You must tell us as soon as possible about changes, which may affect your insurance. If you need to make an alteration to your policy once it is in force, you will be required to provide us with full and accurate information, as any change in detail could affect your insurance cover. Any inaccurate, misleading or omitted information may result in you not being covered by your policy in the event of a claim. If you are ever in doubt about the facts that need or need not be disclosed, please contact us immediately for further advice on 0208 2550617. Please be aware that when an adjustment is made to your policy, payments in addition to the insurer premium will usually be required to cover the cost of the extra work involved in processing the amendment.

#### **13. Quotations**

All quotations are subject to change in respect of the amount of premium indicated, and/or the terms and conditions that are applied. All our quotations are based on the information supplied by you. Quotations will remain for 14 days after they are given, unless otherwise advised, providing there are no changes in the details or circumstances upon which the quotation was based. We do reserve the right to withdraw quotations before they are taken up and to apply changes notified by us to insurers after the quotation was given.

#### **14. Policy terms, conditions and warranties**

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand  
Revised October 2014

Export & General Insurance Services Ltd (No. 01748787)

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.

#### **15. Renewal premiums paid by instalments**

In good time before the renewal of your policy, we shall contact you with the renewal premium and terms for the coming year. Due to the differing means of instalment facility (company/third party etc.) and differing instalment numbers & methods, there is a distinct possibility of confusion as to whether there is cover in operation or not. It is Company policy to NOT AUTOMATICALLY RENEW INSTALMENT CASES. You must give your renewal instructions before the renewal date. If you have not contacted us before the renewal date, your policy may be automatically lapsed. 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 you do not wish to renew. If it is your intention to renew the policy you must inform us, as the policy may not be renewed automatically. We shall confirm renewal or lapsing in writing to you no later than 3 days after the renewal date. But please note it is imperative that we receive renewal instructions PRIOR TO RENEWAL DATE to be assured of cover.

#### **16. Disclosure of commission**

If you would like to know the amount of commission that we are paid in respect of your insurance contract, this information is available on request Earning interest in customer premiums We hold premiums that you pay us in a Client Money Bank Account. Under FCA regulations, we have to inform you that we may earn interest from the money held in our Client Money Bank Account, which may exceed £20 (twenty pounds) for any one transaction that you make with us. Or policy for the payment of interest is that this is used to offset the costs of running the Bank Accounts of Export and General Insurance Services Ltd. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

#### **17. Customer money passed to another person**

In accordance with FCA Regulations, we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid us, in payment of an insurance premium, to another insurance intermediary. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

#### **18. Governing law**

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

#### **19. Other taxes or costs**

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

