

Berry Insurance Brokers

Terms of Business - Business/Commercial Insurance

F Berry (Leyland) Ltd t-a Berry Insurance Brokers., 149 Towngate, Leyland, Preston, Lancashire, PR25 2LH is an independent broker. We are authorised and regulated by the Financial Services Authority (FSA). Our permitted business is arranging general insurance contracts. Our FSA register Number is **302877**. These details can be checked on the FSA's Register by visiting the FSA's website <http://www.fsa.gov.uk/register> or by contacting the FSA on **0845 606 1234**.

We are required to comply with the FSA Regulations relevant to an insurance intermediary. These include the following:

- A firm must conduct its business with integrity, and pay due regard to the interests of its customers and treat them fairly.
- A firm must conduct its business with due skill, care and diligence.
- A firm must pay due regard to the information needs of its clients and communicate information to them in a way which is clear, fair and not misleading.
- A firm must manage conflicts of interests fairly, both between itself and its customers and between a customer and another client.
- A firm which holds client money has to meet certain specified conditions.
- A firm must take reasonable care to establish and maintain such systems and controls as are appropriate to its business.
- A firm must maintain and keep up to date a list of the insurance undertakings its selects from and be able to provide a copy of this list in a durable medium to a customer on request.

Please read this document carefully. It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities.

We specifically draw your attention to the following sections:

Non-Statutory Trust
Interest on client money

Please contact us immediately if there is anything in these terms of business that you do not understand or with which you disagree.

Relationships

As independent insurance intermediaries we act as the agent of our client. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur so you will be aware of any possible conflict of interest. We do not act contractually on behalf of our clients.

We are affiliated to Mostload Ltd, which holds 100% of our voting rights and 100% of our share capital.

We offer products from a range of insurers that we have selected as offering value for money, a level of service, their ability to pay claims and the quality of their management and financial situation. A list of insurers is available upon request.

We will advise and make a recommendation for you after we have assessed your needs. This will include the type of cover you seek together with costs.

Upon receipt of your instructions we will place insurance with insurers, and keep you informed of the progress of our negotiations.

We will advise you of any inability to place your insurance.

Security

We do not guarantee the solvency of any insurer we place business with.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

Policy Documentation

Our policy is that policy documentation will be issued in a timely manner. This will normally be within 6 weeks of the contract insurance being concluded.

Your policy documentation will confirm the basis of the cover, give details of the insurers, and be accompanied by a policy summary and a debit note or premium billing. The dates that the premium is due, together with any penalties, will be clearly shown.

Prior to the conclusion of the contract you will be given a statement of demands and needs. You should read this carefully. It will set out your demands and needs and confirm whether the contract has been personally recommended and, if so, the reasons for making that recommendation.

You will be provided with renewal terms in durable medium no less than 21 days before expiry of the policy, or notified that the renewal is not being invited. Attached to the renewal terms will be a statement of any changes to the terms of the policy, and changes to directive-required information (information required under the EU Directives), statement of price and information about cancellation.

You will be given an explanation of any changes, where necessary and in good time, which may appear in your policy and you will be advised of your right to request a new policy statement.

If renewal is not being offered you will be notified no less than 21 days before the expiry of the policy.

Mid-term changes to your policy will be provided in good time, prior to the change taking affect.

It is our policy to retain documents for business effected on your behalf in electronic or paper format for at least 3 years.

For some types of insurance cover it is possible that a claim may be made under a policy long after its expiry date and it is therefore important you keep such documents safely.

Claims

You must notify us as soon as possible of a claim or circumstances that may give rise to a claim.

In the event of a claim you should contact our claims department on **01772 432947** or the contact details provided on your insurers policy summary.

You should have available the following information:

Policyholders name and address
Type of policy
Policy number
Details of what has happened
When the incident happened

We will remit claims payments to you as soon as possible after they have been received on your behalf.

We will provide you with every assistance in submitting a claim and seek to obtain reimbursement for you. However in the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

Duty of Disclosure to Insurers

You must disclose to insurers, before the contract is concluded, any fact or circumstances which are known to you (or which ought to be known to you) in the ordinary course of your business and which is material to the risk. A fact or circumstance is material if it would influence the judgment of a prudent insurer in fixing the premium or determining whether he would take the risk.

Should you not act with the utmost good faith or fail to disclose any material fact or circumstance to insurers, insurers may void the contract.

Premium

You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in our debit note. Failure to meet the payment date 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 contract.

Remuneration

A full statement of our fees is shown below. Anything that is not a premium is considered to be a fee. Any commission that is due is payable out of the premium. Our remuneration may be as a fee, or as brokerage, which is a percentage of the insurance premium paid by you and allowed by the insurer with whom the insurance is placed. Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in respect of the full policy period in relation to policies placed by us.

Fees:

Mid Term adjustments.....**£10**
New Business & renewals.....**£25**
Replacement of lost motor insurance certificates.....**£5**
Credit arrangements for two payments.....**£15**
Mid term cancellations in addition to commission claw back.....**£10**

Some policies may be issued net of commission or on a reduced commission rate by insurers. To these policies a brokerage fee will be added which will be in line with commission we would receive on a similar contract. All charges will be shown on your statement of demands and needs.

Client Money

Client money is money of any currency that we receive and hold in the course of carrying on insurance mediation on behalf of our clients (including you) or which we treat as client money in accordance with the client money rules. A copy of these rules is available upon request.

Client money can be held in one of the following ways:

It can be subject to a statutory trust
It can be subject to a non-statutory trust or
In accordance with the FSA client assets sourcebook (CASS)

Client money will only be held on behalf of an insurer or underwriter in accordance with a written agency agreement.

Non-Statutory Trust

The aim of the trust is to protect the client in the event of the failure of the firm, or the failure of the bank or a third party at which the money may be held. In such circumstances, the firm's general creditors should not be able to make claims on client's money, as it will not form part of this firm's property.

The fact that we will hold money on trust gives rise to fiduciary duties, which will be owed to you until the client money reaches the insurer or product provider.

We hold client money subject to a non-statutory trust. This means that we are entitled to and may use client money held on behalf of one client to pay another clients premium before the premium is received from that other client, and to pay claims and premium refunds to another client before we receive payment from the insurer. However, we are not entitled to use client money to pay commissions before we receive the relevant premium from the client.

Interest on Client Money

Any interest earned on client money held by us will be retained by us for our own use, rather than paid to you.

Payments to Third Parties

We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. All UK third party's used by the company will also be authorised by the FSA.

This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

By accepting these Terms of Business you are giving your consent for us to operate in this way.

Bank Accounts

Client money will be deposited with an approved bank

Cancellation Clause

Your insurance contract may include a cancellation clause. A cancellation clause is mandatory for all retail customers. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by insurers, giving notice of the cancellation. In the event of cancellation of the insurance contract, insurers may return either a pro rata premium to us or a percentage of the premium based on short period scales stated in the policy.

Once our remuneration has been earned, in the event that the insurance is cancelled after inception, our fees or brokerage will not usually be returnable.

Cancellation of this agreement

Our agreement may be terminated by one of us giving 7 days notice in writing to the other for policies that have duration of over one month. In the event that our services are terminated by you, we will be entitled to receive any fees or brokerage payable.

Complaints

If you have a complaint please contact the company. It is our policy to investigate complaints thoroughly and deal with them promptly. If you are dissatisfied after a complaint has been considered by the company's internal complaints procedure you may refer to the Financial Ombudsman Service. Written details of the company's internal complaints procedure and how to contact the Financial Ombudsman Service are available upon request.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Full details and further information on the scheme are available from the FSCS.

Money Laundering/Proceeds of Crime Act

We are obliged to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

Data Protection

Berry Insurance Brokers are collecting your data, we will use any information you have given to administer and maintain your insurances and to keep you informed about other products and services we offer.

Your data will be made available to external companies only in the administration of your insurance or payment contracts.

You have the right to ask for a copy of information we hold about you, for which we may charge a fee.

You are entitled to request us, in writing, to stop using information about you for the purposes of marketing.

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data.

Your personal information will be kept secure.