

## **Terms Of Business - Personal**

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 Conduct Authority (FCA). Our permitted business is arranging general insurance contracts. Our FCA register Number is 302877. These details can be checked on the Financial Services Register by visiting the FCA's website <http://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

We are required to comply with the FCA 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 but depending on your needs we may only consider a specific product from a single insurer or products from a small selection of relevant insurers. We are not tied to any particular insurer. 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. Any optional add-ons, e.g Legal Cover are non-advised and you will need to make your own choice about how to proceed from the data provided. Legal Expenses Insurance add-ons will be covered by a single insurer – DAS Legal Expenses Insurance Company Ltd. Breakdown insurance add-ons will be covered by either Ageas Insurance Company, through Jackson Lee Underwriting or ERS Syndicate Management Ltd.

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, whenever possible, 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, whenever possible, 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 to take reasonable care to answer insurer's questions**

If you are an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession, you have a duty to take reasonable care to answer insurer's questions fully and accurately and to ensure that any information that you volunteer is not misleading. This duty exists before your cover is placed, when it is renewed and any time that it is varied, and your policy may provide that it continues for the duration of the policy. If you do not do this, your insurers may be able to impose different terms on your cover, may charge you a higher premium or, in some circumstances, may be able to avoid your policy from inception and any claims under it would not be paid.

## **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. Some insurers may also pay us an additional bonus dependent on performance of the account. 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. Return premiums will be refunded net of any commission that we are asked to pay back to the insurer.

Fees:

Mid Term adjustments	£25
New Business & renewals	£25
Personal property owners new business and renewals	£35
Replacement of lost motor insurance certificates	£5
Mid term cancellations in addition to insurer reclaim	£35

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 documents.

### **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 FCA rules

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 FCA.

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 ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)), if you are eligible. Written details of the company's internal complaints procedure 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 and Privacy**

Berry Insurance Brokers are collecting your data, we will use any information you have given to administer and maintain your contracts of insurance as our client.

Your data will be made available to external companies in the administration of your insurance or payment contracts, which may include credit searches.

We will keep your personal data only as long as is necessary and for the purpose of which it was originally collected.

You have the right to ask for a copy of information we hold about you, to have any inaccuracies updated, to have data deleted, to restrict processing, to data portability, to object to any processing, in certain circumstances.

In order to provide insurance cover and deal with claims we may need to process your special categories of personal data such as medical and criminal convictions records. If you withdraw your consent this will impact on our ability to provide insurance or pay claims.

You have the right to complain to the ICO if you are not satisfied with the use of your personal data or our response to any request by you. ICO contact details are:  
Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF

The insurance industry may use profiling and automated decision making to assess information you provide, including special categories of data where relevant, such as past motoring convictions for motor insurance.

You can contact us by e mail at [contact@berry-insurance.co.uk](mailto:contact@berry-insurance.co.uk) or by telephone 01772 421804 if you have any queries.

Please request from us a copy of the Insurance Market Core Uses Information Notice which shows in detail how the insurance industry uses your data or go to:  
<https://www.londonmarketgroup.co.uk/gdpr>