



Horsham

Insurance Brokers : Risk Managers

Customer Information Status Disclosure & Terms of Business

Your responsibilities

You are responsible for providing the complete and accurate information that insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal, but it also applies throughout the life of a policy. If you fail to disclose information, or misrepresent any fact that may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid. You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You must inform us immediately of any changes in circumstances, which may affect the services, provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

Use of personal data

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers that may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services, which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data.

By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to 'The Customer Services Director' at the address shown above.

Conflict of interests

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Claims handling arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances, which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

Horsham Insurance Brokers Ltd.

Littlehaven House, Littlehaven Lane, Horsham, West Sussex RH12 4HX

Telephone: 01403 261884
Facsimile: 01403 271784
Email: info@horshaminsurance.co.uk
www.horshaminsurance.co.uk

Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- The section headed 'Use of personal data' and specifically the paragraph explaining how 'sensitive personal data' will be used; and
- The section headed 'Handling money', which explains our terms for handling client money in a Non-Statutory Trust account

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us.

Registered Office

The Old Court House, 191 High Road, South Woodford, London E18 2QF | Registered in England No. 1101567
Authorised and Regulated by the Financial Services Authority

The Financial Services Authority

BBi Horsham is a trading style of Horsham Insurance Brokers Limited and is authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 311628.

Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.

You may check this on the FSA's register by visiting the FSA website, www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234.

Who we are and whose policies we offer

Typically our role is to provide advice, and after we have ascertained your needs, to provide a suitable recommendation. In some circumstances we will not provide advice and we will therefore confirm in separate documentation whether or not any advice or recommendation has been made.

We act as the agent of our client. However, we are subject to the law of agency, which imposes various duties on us. Therefore 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.

Berns Brett Ltd (BBi) own 100% of our share capital and voting rights.

We select the majority of policies from a range of insurers. In some instances we offer the policies of a limited number of insurers or a single Insurer if this is the case we will advise you accordingly. Where we deal with a range of insurers or a limited number of insurers we will advise you and, after we have assessed your needs, we will make a suitable recommendation. A list of insurers is available on request. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised. We will advise you of any inability to place your insurance.

We will not in any circumstance guarantee the solvency of any insurer.

Complaints and compensation

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact us:

In the first instance please contact Adrian Sarahs at the address on the front page.

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

Access to the Financial Ombudsman Service (FOS) is available for complaints coming within one of the following categories at the time we receive their complaint:

- Consumers (e.g. private individuals)
- Before 1st November 2009 – businesses with a group annual turnover of under £1 million
- From 1st November 2009 – businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

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 upon the type of insurance and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without upper limit.
- For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS on **020 7892 7300** or www.fscs.org.uk.

Payment for our services

We normally receive commission from insurers or product providers. We also charge you for handling your insurances as follows:

Motor mid term adjustments	£11.00
Request for duplicate documentation	£11.00
Referred/bounced cheques	£20.00
Mid term cancellations	£25.00

You will receive a quotation that will tell you the total price to be paid, and which identifies any taxes and charges separately from the premium, before your insurance arrangements are concluded. Prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission that we receive from underwriters. On request, we will also be pleased to provide information about commission received by us in the handling of consumer insurances.

We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

Handling money

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer. You will be notified if Risk Transfer does not apply and we will then hold such monies in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows the rules that the FSA introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to

our holding your money in a Non-Statutory Trust account. We will retain interest earned on monies held in such a Non-Statutory Trust account.

Cancellation of insurances

For full details of any cooling off period that may apply, please see your policy documentation. Any request for the cancellation of a policy should be made in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned.

In the event of cancellation, charges for our services will apply in accordance with the payment for our services section. Should the policy be cancelled within 14 days our cancellation fee will be waived.

The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires.

Ending your relationship with us

Should you wish to end your relationship with us prior to the end of the policy and wish the policy to continue, subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.