



Horsham

Insurance Brokers : Risk Managers

Horsham Insurance Brokers Ltd.

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Customer Information Status Disclosure & Terms of Business

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', specifically the paragraph explaining how 'sensitive personal data' will be used and the sub-section headed 'Credit Checks'; 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.

The Financial Conduct Authority

BBi Horsham is a trading style of Horsham Insurance Brokers Limited which is authorised and regulated by the Financial Conduct Authority (FCA).

Our Financial Services 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 and credit broking in relation to insurance instalment facilities. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on **0800 111 6768**.

Our service and the policies we offer

Typically our role is to provide advice and after we have ascertained your needs, to provide a suitable recommendation. In providing our service for commercial clients, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf. 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 before finalising your insurances.

Where we can offer an instalment facility in order to pay the insurance premium by regular payments, we do not offer advice in relation to this but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

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 Limited (BBi) own 100% of our share capital and voting rights.

We select personal and commercial insurances from a range of insurers, but for certain products, we only select from a limited number of insurers or only offer products from a single insurer. We will give you further information about this before we finalise your insurance arrangements; where we select products from a limited number of insurers you may ask us for a list of the insurers we deal with for these products. If we propose using another intermediary to help place your business, or should we be able to offer finance for insurance premiums through the insurer or Close Brothers Premium Finance, we will provide you further information before we finalise your arrangements. 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 David Skinner 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 falling within one of the following categories at the time we receive their complaint:

- Consumers (e.g. private individuals)
- 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 **0800 6781100** or **020 7741 4100** or www.fscs.org.uk

Payment for our services

We normally receive commission from insurers or product providers and where applicable finance providers. Our consumer customers will also be charged for handling your insurances and arranging your premium finance as follows:

Renewal Fee	£15.00
Mid-term adjustments	£15.00
Request for duplicate documentation	£15.00
Referred/bounced cheques	£20.00
Mid-term cancellations	£25.00

Our commercial clients may also be charged fees which will be disclosed on a case by case basis during the sales and renewal process before conclusion of the contract and before any payment becomes due.

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. For consumers we will, on request, provide information about commission received by us in the handling of your insurances. For our commercial clients we will in good time before the conclusion of each insurance contract, or upon renewal, remind you of your right to be informed of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business. Full payment of premium and fees is due before cover commences or as otherwise stated under terms of credit or in any debit note, invoice or statement issued to you.

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. You will be notified if Risk Transfer does not apply, when such monies will then be held by us in a Non-Statutory Trust account pending payment.

The establishment of the Non-Statutory Trust account follows FCA Rules introduced to protect money held by authorised intermediaries. 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. 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.

For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

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 where there is a valid reason for doing so. We will advise you of the reason for ending the relationship. Valid reasons may include, but are not limited to non-payment of premium or fees, failure to provide requested documentation or information, deliberate failure to comply with terms set out in these Terms of Business or insurer documentation, deliberate misrepresentation or non-disclosure or attempted fraud or the use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.

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.

Your responsibilities

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge providing the complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy. If you are a commercial customer please be reminded you are responsible for providing complete and accurate information which insurers require at inception, renewal and

throughout the life of the policy. Failure to disclose information or misrepresent any fact which may influence the Insurer's decision to accept the risk or the terms offered could invalidate the policy and mean that claims may not be paid. You must check all details on any proposal form or statement of fact 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. Please contact us for guidance if you are unsure about any matter.

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 and where applicable arranging premium finance 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. They in turn may share the information with other third parties for the purposes of preventing crime, fraud and risk analysis.

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 on the front page.

Credit Checks

Other firms involved in arranging your insurance including insurers other intermediaries or premium finance providers may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

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.

Governing Law

These Terms of Business is constituted under and shall be governed by English Law and shall be subject to the jurisdiction of the Courts of England and Wales.

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Registered Office

The Old Court House, 191 High Road, South Woodford, London E18 2QF | Registered in England No. 1101567
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