

# CONSUMER TERMS OF BUSINESS AGREEMENT

This document details our service and our arrangements for dealing with your insurance. Please read it carefully and retain a copy for your records. The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract and this agreement shall be subject to English Law.

**The Financial Conduct Authority** is the independent watchdog that regulates financial services. Mark Richard (Brokers) Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 305499. Getcover.co.uk and Japcover.co.uk are trading styles of Mark Richard (Brokers) Ltd. You can check our status at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768. Our permitted business includes advising, arranging, dealing in and assisting with the placing & administration of General Insurance policies.

## How we treat Information You give to us

We will treat all your personal information as private and confidential to us and anyone else involved in the normal course of arranging and administering your insurance, even when you are no longer a customer. We will not give anyone else any personal information except on your instructions or authority, or where we are required to do so by law, or by virtue of our regulatory requirements. We may use information we hold about you to provide information to you about other products and services, which we feel may be appropriate to you. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries please write to us at our usual office address.

**We are an independent insurance broker**, who acts on our customers' behalf in arranging insurance. Our services include: advising you on your insurance needs; arranging your insurance cover with insurers to meet your requirements; and helping you with any ongoing changes you have to make. We usually offer advice from a range of insurers, representing a fair analysis of the market, however, under certain circumstances we may only deal with a limited panel, or single insurer and we will notify you when this applies.

## Our Service to you and the Products we Offer

**We will advise and make a recommendation** for you after we have assessed your demands and needs. Our advice will be confirmed in a demands & needs and suitability statement, giving reasons for our recommendation. In respect of Legal Expenses, Motor Breakdown, Excess Protection, Home Emergency, Key cover and policies purchased on our website, you will not receive advice or recommendation from us and you will then need to make your own choice about how to proceed.

We will not in any circumstances act as insurer nor guarantee or warrant the solvency of any insurer. A liability for the premium, whether in full or pro-rata, may arise under policies where an insurer becomes insolvent.

**Reporting Claims:** As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims.

All incidents which could lead to a claim must be reported as soon as practicable. Your insurer's claims contact number is shown in your policy. For Motor Insurance we operate an outsourced claims management service who will assist you with your claim and recovery of uninsured losses where this is possible. ALL such claims should be reported using the contact number 0800 035 0132.

## Information on Payment Options and How we will treat Payments You make to Us

We normally accept payment by cheque or most major credit/debit cards. You may be able to spread your payments through our own premium finance scheme, insurers' instalment schemes or a credit scheme, which we have arranged with an established insurance premium finance provider. Rates and acceptance may be subject to a credit check. We will give you full information about your payment options and the appropriate finance agreement when we discuss your insurance in detail. Under the terms of our agreements with the Insurance companies with whom we place business, **we receive premiums you pay to us as Agent of the Insurer**. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance.

## Our Fees and Charges for providing Our Services to You

**We usually receive a commission** from the insurer with whom we place your business and, in addition we may also make individual charges of up to £100 to cover the administration of your insurance in arranging a new policy or a renewal. Also in respect of:

Mid term adjustments & cancellations	£ 26
Documents by post	£ 5
Unpaid Cheques and direct debit requests	£ 10

Any refunds are refunded NET of commission.

Payment by:

Credit Cards 1.5%      Debit Cards £Nil

Personal lines/Retail policies cancelled during the 'Right to Cancel' period will be subject to an administration charge of £26, in addition to the premium charged by the insurer for the period of cover provided.

Occasionally we may arrange a policy on which we earn no commission and in these cases we will advise you of the arrangement fee before you take the policy out. **We may also make additional charges specific to the arrangement and servicing of certain policies, but these will always be advised to you in advance.**

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us by writing to The Manager, Mark Richard (Brokers) Ltd, 282 St Johns Lane, Bristol BS3 5AY, or, **by phone** on 0117 9231330.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment. The FOS Consumer Helpline is on **0800 023 4567** and their address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR Their website is at: <http://www.financial-ombudsman.org.uk/>

**The Financial Services Compensation Scheme (FSCS)** We are covered by the Financial Services Compensation Scheme (FSCS). Insurance advising and arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (eg. motor insurance and employers' liability insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## How you can Complain

## Premium Finance Facilities and Service

We are authorised as a Credit Broker and lender and may use insurance and finance providers who will conduct a credit check, which will be recorded on your credit record. **Please contact us if you do NOT consent to a credit check being undertaken**, however this may affect our ability to offer instalment facilities to you. In relation to the provision of credit, we offer only the facilities provided by Insurers, from our own funds, or those of other credit providers from whom we may receive a commission. We will not offer you any advice on premium finance facilities available through us and you will need to decide yourself on the suitability of any credit agreement offered.

**Please Note:** Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it and your credit rating may be affected. In entering into a credit agreement to pay your insurance premium, you give the finance provider the legal Right to cancel your insurance policy on your behalf in the event that you default on the loan, and offset any refunded premium against the outstanding amount owed to them. This means that if you default on your payment terms and the finance provider requests that we cancel your policy, we will do so as your agent.

## Your Responsibility to Provide Information

**You must take reasonable care to answer all questions honestly and to the best of your knowledge, and if you volunteer any other information, you must ensure that the information is not misleading.**

**If any information that you have provided to us changes before you take out your insurance, during the life of the policy or at renewal, you must inform us of the change. If you deliberately, recklessly or carelessly misrepresent any information in relation to this insurance then your policy may be cancelled without refund, or treated as if it never existed, or your claim rejected or not fully paid.** You agree to provide documentation that we or your insurers reasonably require.

**You have a legal right** to cancel your policy or credit agreement for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge will apply for any period of cover provided. In addition, we make an administration charge of £26 even where cover has not commenced. If you cancel a credit agreement you will need to repay any sums provided in full. If you cancel after the 14 days has elapsed, short-period cancellation rates apply. **If you wish to cancel a policy you must advise us in writing, prior to expiry of the 14-day cancellation period, to our usual office address.**

## Your Right to Cancel

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