

## 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.

### The Financial Services Authority

Mark Richard (Brokers) Ltd. is authorised and regulated by the Financial Services Authority (FSA). Our register number is 305499. Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do) or by contacting the FSA on 0845 606 1234.

### Our Service

Our role is to advise you and make a suitable recommendation after we have assessed your needs. In situations where we arrange insurance for you without advice, we shall confirm the position to you. In respect of Legal Expenses, Motor Breakdown, Excess Protection, Home Emergency, Key cover and Shortfall policies (add on policies) you will not receive advice or a recommendation from us and you will 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.

We select insurance products from a range of insurers. For add on policies we only offer policies from a single insurer.

For policies incepted on our web site, we do not provide advice or make a recommendation. We ask questions to narrow down the selection of products on which we provide details. You then make your own choice on how to proceed. For online purchases documentation will normally be delivered electronically. Once a policy has been completed on our web site all your subsequent requirements or queries on the policy including mid term adjustments, claims or renewals should be dealt with by contacting us by phone or in person. We will therefore provide advice and a recommendation on all these subsequent transactions with us.

### Complaints and compensation

We aim to provide you with a high level of customer service, but if you are not satisfied, contact the manager:

...in writing Write to Mark Richard (Brokers)Ltd., 282 St Johns Lane, Bristol, BS3 5AY.

...by phone Telephone 0117 9231330

After our final response has been issued, if you still cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion.

The FOS Consumer Helpline is on **0845 080 1800** and their address is:

Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London E14 9SR

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms, like ourselves. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent.

This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or [www.fscs.org.uk](http://www.fscs.org.uk)

### Payment for our services

All adjustments and cancellations will incur an administration fee of £26. This is in addition to any other charges imposed by the product provider.

You will receive a quotation giving the total price to be paid, showing any fees separately, before your insurance arrangements are concluded. We may also make individual charges up to £100 to cover the administration of your insurances e.g arranging a new policy or renewal.

Cheques returned unpaid by your bank, and unpaid direct debit requests will incur a £10 fee.

Duplicate documents will be chargeable at £10.

### Payment Options

We normally accept payment by cheque or most 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, however 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.

**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.

### **Your Right to Cancel**

You have a legal right to cancel your policy for any reason within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge will apply for the period of cover provided and, in addition, we make an administration charge as detailed above.

All policies are quoted on the basis that the policy will run for its full term irrespective of the payment method. In the event of a policy being cancelled prior to this insurers short period rates will normally apply. Any refund payable will be reduced by the amount of commission reclaimed by the product provider.

Add on policies run concurrently with the main policy and in the event of the main policy being cancelled these policies will also terminate without refund.

You are therefore advised to seek our advice before deciding to cancel any policy.

### **Information on how we treat payments you make to us**

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.

### **Your responsibilities**

You are responsible for providing complete and accurate information, together with supporting documentation either we or your insurers may require, when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. It is important you check all details on any proposal form or statement of facts and pay particular attention to any declaration you may be asked to sign.

If you fail to disclose any material information to your insurers, this could invalidate your policy and mean that claims may not be paid. If you are in any doubt what constitutes material information please ask for advice.

### **Restriction of liability**

Except in respect of injury to or the death of any person resulting from our negligence our liability to you for the services we provide shall not exceed £5,000,000 in connection with any one event or connected events.

### **Credit References**

To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including a credit reference agency and other organisations. Our search will appear on your credit report whether or not your application proceeds. By agreeing to the terms and conditions you agree to these uses of your information.

### **Claims**

You must report as soon as possible any claim or circumstances which may give rise to a claim. Failure to do so can mean that your insurers may not pay your claim. Your insurer's claims contact number is shown in your policy. For Motor Insurance we operate an outsourced claims management service via MSL Ltd, 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 634 5372

### **Confidentiality of personal data**

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. Phone calls may be recorded for training and monitoring purposes.