

# **TERMS OF BUSINESS**

## **Company Contact and Office Details**

Bickley Insurance Services Ltd of SBC House, Restmor Way, Hackbridge, Surrey, SM6 7AH is authorised and regulated by the Financial Conduct Authority as an insurance intermediary. Our Firms Registration Number is 305533. You can check these details on the FCA's Register by visiting the FCA's website <http://www.fca.gov.uk/register> or by contacting the FCA on 0800 111 6768.

**Please note instructions for new or amended insurance cover should not be assumed to have been accepted unless confirmation is received from ourselves.**

We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling with respect of non-investment insurance policies on behalf of customers. We are authorised by the FCA for consumer credit broking and act for two lenders (Close Premium Finance & Premium Credit).

## **Our Service**

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We offer a wide range of insurance products and have access to leading insurers in the marketplace. The advice given by the firm is on a personal recommendation based on a fair and personal analysis of the market, however for some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service. In such circumstances the firm does not give a personal recommendation on the basis of a fair and personal analysis and we will provide you with the name of the insurers which the firm may and does conduct business with. We will give you details of these arrangements before you make any commitment on any product we offer you. We will explain the main features of the products cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis. We will also make clear in our documentation prior to conclusion of the contract areas where we are acting as agent for the customer, the insurer or both.

## **The duty of fair presentation (non consumer customers only)**

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It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business.

You must disclose every material circumstance which you know or ought to know, or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith.

If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium.

If in doubt about any point in relation to material circumstances and reasonable search please contact us immediately.

## **Important Information (consumer customers only)**

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Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to take reasonable care not to make a misrepresentation to an insurer. Under the act a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession. A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be deliberate, reckless or careless.

**If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations, please contact us immediately.**

## **Consumer Credit**

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We are authorised and regulated by the Financial Conduct Authority in respect of our current Consumer Credit Permissions.

## **Solvency of Insurers**

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We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

## **Terms of Payment**

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Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy.
- Alterations to existing policies: immediate payment on or before the effective date of the change.
- Renewals: due in full before the renewal date.

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically.

If you choose to pay for your insurance premium using a finance provider your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and subsequently a document outlining key features of their credit agreement with you including any fees they apply and the cost of default charges, it is important that you take time to read this document and must contact us if you do not receive this.

If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. Where your policy is paid via the finance provider and you choose to renew your cover, we will again continue to pass your details to them. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the finance provider. In certain circumstances we may be contractually obliged by the finance provider to notify your insurer to cancel the policy.

Where we are contractually obliged to do so by the financial provider, if you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed of non payment under the credit agreement, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use this refund to offset the amount levied by the finance provider on the firm. If this amount is not sufficient to cover all our costs we reserve to pursue any additional debt owed to the firm through a due legal process.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful.

Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. To use the finance provider's facility you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status.

Any payment we receive from you will be held by Bickley Insurance Services Ltd, in a Statutory Client Trust Bank Account held with RBS. In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer.

Please make all cheques payable to "Bickley Insurance Services Ltd".

By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding.

We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of Bickley Insurance Services Ltd.

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## **Sanctions**

Current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients. We will comply with all applicable sanctions regimes and legislation and cannot be held responsible for the actions of third parties who may have their own sanctions policy restrictions and constraints.

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## **Notification of Incidents/Claims**

It is essential to notify your insurers immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to insurers immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request. If in doubt about whom you should contact, please contact us on 020 8255 2080.

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## **Cancellation**

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Refunds section. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

## Refunds

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Your attention is specifically drawn to the following:-

Where you cancel your policy after the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled. The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned.

For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you.

In view of the cost involved in making changes to your policy, we will not issue refunds of less than £10.

## Confidentiality and Data Protection

We are a data controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history).

Details of our legal basis for processing your information, along with details of any third party recipient whom it may be necessary to share your personal data with in order to fulfil the contract, retention period for data held, security of your data, your rights under the General Data Protection Regulations (GDPR) including the right to complain can be found in our full 'Privacy Notice' attached to these terms of business.

## Our Earnings

In return for placing business with insurer and/or underwriters and/or other product providers, we receive a commission from them which is a percentage of the annual premium that you are charged with. If the type of policy we sell reaches specific profit targets with certain insurers, the insurer may also pay to us an additional bonus, although this has no bearing on your policy or premium payable. In some circumstances, depending on the level of work involved, we may also charge you a separate fee. This fee will be fully disclosed to you prior to placing the policy with ourselves and detailed in our documentation as such.

## Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. Should you wish to complain you may do so:

- In writing to the Complaints Manager Jeffrey Bickley or by telephone on 020 8255 2080.
- In person by visiting our office (see above for address).

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Further details will be supplied at the time of responding to your complaint.

## Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme depending on the type of business and circumstances of the claim if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk)

## Fees and charges

At our discretion we will make charges on the occasion of arranging, amending or cancelling individual insurances to cover the administrative costs of these activities. These charges are in addition to those charged by the Insurer and will be separately declared in our documentation. The majority of consumer products are cancelled on a pro-rata basis, provided there has not been a claim brought under the policy. In respect of some non-consumer product cancellations, the policy is seen by the insurers an annual contract and so no return premium will be due in the event of early termination. Please refer to the relevant policy wording for the insurer's cancellation terms. In addition to the insurer's cancellation terms, the current charges applied by us are shown as follows:

Consumer New Business	£25.00	Non-Consumer New Business	£25.00 - £50.00*
Consumer Mid-term Adjustment	£20.00	Non-Consumer Mid-term Adjustment	£25.00 - £50.00*
Consumer Renewals	£20.00	Non-Consumer Renewals	£25.00 - £50.00*
Return premiums under £10.00	Nil Return	RAC Breakdown Cover Cancellation	Nil Return of Premium
Legal Expenses	Nil return of premium	Cancellation within 'cooling off period'	£25.00
Consumer Mid-term Cancellations	Paid net of commission clawback (up to 25%)	Non-Consumer Mid-term Cancellations	Paid net of commission clawback (up to 50%)
Professional Contractors	£140.00 arrangement fee (non-refundable)	*Complex cases may be charged up to this higher rate, you will be advised of this at the time.	

In certain circumstances where additional work is involved, an increased arrangement fee may be charged at new business and renewal. Where this applies, the fee will be disclosed to you prior to proceeding with the cover and will again be confirmed in writing in our covering documentation.

In respect of mid-term cancellations of consumer products, an example would be as follows: A new annual policy is purchased at a cost of £1,000.00 inclusive of Insurance Premium Tax. This policy is then cancelled 6 months after inception and a pro-rata return premium of (£500.00) inc. IPT is provided back from the insurer. If the commission percentage was 25%, then the commission clawback would be charged off against the return premium (net of Insurance Premium Tax). Based on this example a commission clawback of £111.61 would apply. As such, the total refund due as a result of the cancellation would be (£378.39). This figure also takes into consideration our £10.00 cancellation charge.

In the event of non or late payment of fees, premiums or instalments, we reserve the right to recover all third party costs and interest, at 2% per month from you, when you are in default. You are also responsible for any third party debt collection costs and interest charged thereafter as a result.

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### **Communications/Documentation**

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim.

A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request.

You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

The majority of your documentation will be issued by e-mail, however if you do require a printed copy this can be arranged upon request.

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### **Termination of our authority to act on your behalf**

You or we may terminate our authority to act on your behalf by providing at least 7 days notice in writing (or such other period we agree) Termination is without prejudice to any transactions already initiated by you, which will be completed according to these terms of business unless we agree otherwise in writing.

You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and /or fees payable in relation to insurance cover placed by us prior to the date of written termination.

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### **Motor Insurance Database (MID)**

It is your statutory obligation to update and maintain the MID. Failure to ensure this takes place can result in substantial fines and inconvenience for your drivers. For the avoidance of doubt, we will not update the MID on your behalf.

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### **Limitations and exclusions of our Liability**

The following provisions set out our entire financial liability to you.

You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services, whether in contract, tort (including negligence) breach of statutory duty, or otherwise (including our liability for the acts or omissions of our senior management, employees and any appointed representatives shall be limited in all circumstances to £5,000,000 per claim. Any claim or series of claims arising from one act, error, omission, incident or original cause shall be considered to be one claim. We shall not be liable to you for any loss of profit or loss of business whether directly or indirectly occurring and which arises out of or in connection with the provision of our services. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and /or varying the exclusions set out above.

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### **General**

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales or Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court.

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.