

Milne Friend and Partners

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Terms of Business – Insurance Services

Terms of Business	This document is effective from 1 September 2017 and replaces all previous terms you may have received from us. Please read it carefully. It sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.
About Our Company	Milne Friend and Partners is an independent insurance broker, authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Our FCA Registration number is 120848. You can check this information on the FCA's Register by visiting the FCA's website at www.fca.org.uk or by contacting the FCA on 0800 111 6768.
Our Products and Services	We usually select products from a wide range of insurers on the basis of a fair analysis of the market. If we select products from a limited number of insurers, or just one insurer, we will tell you when we provide a quotation for a new policy or at renewal. Our service includes advice on risk exposure and insurance needs; arranging cover to meet requirements; help with ongoing changes; assistance on claims made on insurance policies we have arranged.
Communication	We will normally communicate with you by post, telephone and, where available, fax or e-mail, in addition to any meetings we may have with you.
Insurer Security	Whilst we monitor the financial strength of the insurers with whom we place business, it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.
Credit Checks	To make sure you get the best offer from insurers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. The search will appear on your credit report whether or not your applications proceed. We may monitor credit ratings of our customers on an ongoing basis using Experian for the purposes of determining our credit exposure.
Your Duty of Disclosure	<p><i>Consumers (for personal lines insurances such as private motor, home and travel):</i> You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.</p> <p><i>Commercial Customers:</i> Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search. Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.</p>
Fees and Charges	Unless we tell you otherwise when you take out or renew a policy with us, we make no charges in addition to the insurer's premium. In the event of a policy being cancelled mid term, and not replaced by another policy, or a return of premium allowed following a reduction in the level of cover, we reserve the right to retain the commission earned on the original transaction. Premium finance providers may pay us a commission for arranging the finance through them.
Method of Payment	We accept payments by cash, cheque or by bank transfer. It is often possible to spread payments through insurers' instalment schemes or a credit facility we have arranged with a specialist premium finance provider. If requested, we will give full information about premium payment options when we provide quotations and at renewal.
Settlement Terms	You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.
Client Money	Client money is money of any currency that we receive and hold in the course of carrying out insurance mediation on behalf of clients. For certain insurers, our agency agreement with them allows us to hold the premiums you pay as agent of the insurer, but where an insurer does not allow us to act as agent, we will hold your premiums as client money in a statutory trust account in accordance with the FCA client assets sourcebook. Holding your premiums in a statutory trust account means we will not use your money to pay another client's premium to insurers. Any interest earned on client money held by us will be retained by us. We may transfer client money to another broker for the purpose of effecting the transaction where we have used another broker to place the insurance on your behalf.
Confidentiality	All information provided by our clients is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as loss adjusters and approved contractors. With a few exceptions – for example information requested by a court, a regulatory body, or information which is already in the public domain – we will not release information to any other party without your consent. We may use information we hold about you to provide you with information about other products and services which we feel may be appropriate. We are registered under the Data Protection Act 1998 and undertake to comply with the Act in all our dealings with personal data.

Quotations	Unless stated otherwise in our documentation all quotations provided for new insurances are valid only for a period of 30 days from the date of issue and subject to satisfactory completion of the insurer's Proposal Form or a signed and dated Statement of Facts. You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.
Changes to your Cover	We will normally deal with requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible. We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.
Receipt of Instructions	We do not consider instructions to arrange or change cover sent to us by post, electronic mail or facsimile, or left on answering equipment, to have been received until they reach the relevant personnel in our offices. We do not accept responsibility for instructions which do not reach us due to failures in the postal, electronic or telecommunications systems.
Documentation	Our aim is to produce documentation and correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided. You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately. We recommend that you keep policy documents for as long as a claim is possible under the policy. We may keep certain documents while we are awaiting full payment of premiums, fees or administration charges, or if you ask us to do so. In these circumstances we will ensure that you receive full details of your insurance cover and provide you with any documents which are required by law.
Transferred Business	If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection. We would ask you to contact us without delay should any aspect of a policy which has been transferred to us cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.
Making a Claim	Many insurers provide a 24-hour Helpline in respect of claims and you should consult your policy documentation for contact details. Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them, either by contacting your insurer on their helpline or by telephoning our office. You will be advised if you need to complete a claim form or produce documentation to support your claim. In certain circumstances, late notification may result in your claim being rejected. If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until your insurers or we advise that you can. If your claim involves damage to third party property or injury to persons, please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident without prior reference to your insurers or us might prejudice your cover. You should be aware that a claim arising after renewal of the policy has been invited might affect the assessment and acceptance of renewal by your insurers.
Conflicts of Interest	As independent insurance brokers we act as the agent of our client. We are subject to the law of agency which imposes certain duties on us. We also have proper regard for the interests of others, including the insurers for whom we act. Where we become aware of any actual or potential conflict of interest, we will inform you of the situation, the options available to you, and obtain your consent before we carry out your instructions.
Complaints Procedure	We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner. If you wish to register a complaint please contact Mr J A K Milne by post, telephone, fax or email. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.
Compensation	We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further details about compensation scheme arrangements are available from the FSCS.
Limitation / Exclusion of Liability	Your attention is specifically drawn to this clause which limits or excludes our liability to you: Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £5,000,000 per claim. In respect of any other claim arising out of our performance or non performance of the services hereunder our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to such claim arising. We shall not be liable to you for any pure economic loss, loss of profit or loss of business, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (such as listed above and howsoever caused) which arise out of or in connection with our services or this agreement. Nothing in this paragraph excludes or limits our liability for death or personal injury caused by our negligence, or for loss caused by our fraud, wilful 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. Please note however that an additional charge and other terms may apply should we agree to amend this clause.
Cancellation Right	If you take out a personal insurance policy though you may have a right to cancel the cover up to 14 days from the later of: the policy start date or the date you receive full policy documentation from us or your insurers; the renewal date or the date you receive full renewal documentation from us or your insurers. You will be informed if you have such a Cancellation Right. Should you decide to exercise a Cancellation Right you will be entitled to a refund of premium less an appropriate pro rata charge for the period of cover given before the cancellation right was invoked. If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Cancellation Right. Should any claim occur prior to the exercise of the Cancellation Right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium paid. If this Cancellation Right is not exercised within the 14-day period as stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of your insurance policy. To exercise the Cancellation Right you should contact us or your insurers.
Law and Jurisdiction	These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.