

First Commercial Insurance Brokers Ltd

Key House, Burnham Business Park, Burnham On Crouch, Essex, CMO 8TE

Terms of Business

First Commercial Insurance Brokers Ltd are authorised and regulated by the Financial Services Authority. Our firms reference number is 307652.

Our service

In arranging insurance for our customers, we act as an Independent Intermediary. Our service includes 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 can also assist you with making a claim.

Please note that our Uninsured Loss Recovery Scheme is not an insurance product and is not covered by Financial Services Authority (FSA) Regulations. We will give you full details of any such arrangements before you make any commitment on any product we offer you.

Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. Failure to disclose information pertaining to your insurance, or any inaccuracies in information given, could result in your insurance policy being invalid or cover not operating fully.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents, are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as 'Spent'.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

If you are in any doubt about whether information is material, you should disclose it.

Confidentiality and data protection

All personal and sensitive information about our customers is treated as Private and Confidential, we may have to allow access to your records by a regulator or a complaints resolution body, or their representatives, who have been appointed monitoring or investigatory activities.

We will only use and disclose the information we have about customers in the normal course of arranging and administering their insurances, and will not disclose any information to any other parties without their written consent. Unless we are notified of any changes, we shall assume the

personal and sensitive data we hold about our customers is correct, and shall use it to provide quotations when policies fall due for renewal.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

We may pass information about you to credit reference agencies for the purposes of arranging payments by instalments and may also pass to them details of your payment record with us.

Under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other related queries, you should write to us at the above address.

Motor and home insurance anti - fraud registers

Insurers share information with each other via the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims.

In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the Registers.

Motor Insurer Information Centre (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

Use for marketing purposes

We may use information held about you, to provide you with information about other products and services which we offer and which we feel may be appropriate to you, by email, telephone, post or other means. You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address.

Claims

You should notify us immediately if there is a possibility of a claim under your policy. We may liaise with the insurers on your behalf but you should, in any event, follow the specific claim guidance provided by the insurer in the policy document.

We shall use our best endeavours when acting on your behalf in the relation to a claim, to handle all elements of the claim with due care, skill and diligence.

Complaints

It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet these standards, please contact the member of staff you were dealing with, either verbally or in writing. They will take details of your concerns and we will then acknowledge in writing, advising you of who is dealing with the matter. A copy of our full Complaints Handling Procedures is available on request.

Cancellation rights (The mediation contract)

The Mediation Contract is the agreement between you and us for the insurance mediation services that we provide to you in respect of your insurance requirements. Once you have entered into the Mediation Contract with us, you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the Mediation Contract.

The duration of this cancellation period is 14 days and commences from either:

- the day of conclusion of the Mediation Contract; or
- the day on which you receive the full terms of the Mediation Contract detailing the full contractual terms, conditions and information of the contract; whichever is later.

To cancel this Mediation Contract within the cancellation period, please write to us at the above address. If you do cancel this Mediation Contract within the cancellation period, you may be charged a proportion of any of our fees that you have incurred.

This Mediation Contract can be cancelled at any time by either party in writing by giving 7 days notice. If you wish to give notice of cancellation, please write to us at the above address.

If we wish to cancel this Mediation Contract we shall write to you at the last known address we have for you on our records.

If you decide to cancel the Mediation Contract with us at any time other than during the cancellation period, we will retain in full fees that you have paid.

Premiums and financial aspects

Client money segregation (Non-statutory trust)

Premiums that we collect from you will be segregated into and held in a Client Money Bank Account. The client money will be held by us as trustee on your behalf. The Client Money Bank Account is set up as a trust governed by FSA rules. We may earn interest on monies held, which will be retained by us. We may agree to extend credit to other customers using client money from the Client Money Bank Account. We will have in place, and maintain, systems and controls adequate to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of the trust arrangement.

If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the client money in the Account according to their respective interests in the client money. The costs relating to the distribution of client money may have to be borne by the trust.

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 535270.

We normally accept payment by cash, guaranteed cheque or most major credit/debit cards.

You may be able to spread your payments through insurers' instalment schemes, a credit scheme with a third party finance provider, or a facility we have arranged ourselves. We will give you full information about your payment options when we discuss your insurance in detail.

We may keep certain documents, such as your insurance policy documents or Certificate,

while we are waiting for full payment of premiums. In these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.

Commission Withdrawal

We receive commission from the premiums that you pay to us. We shall only withdraw commission after we have received the premium from you, and in accordance with FSA regulations and agreements that we hold with insurers.

Customer money passed to another Insurance Intermediary

If your insurance has been arranged through another insurance intermediary in accordance with FSA Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid us, in payment of an insurance premium, to another insurance intermediary. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

Return premiums

Return premiums usually arise if an insurance risk is reduced or a policy cancelled.

On a return premium, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you, together with our administration charge.

Policy terms, conditions and warranties

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

Disclosure of commission

If you would like to know the amount of commission that we are paid in respect of your insurance contract, this information is available on request.

Governing law

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the (non) exclusive jurisdiction of the English Courts.

This Agreement shall be governed by the laws of Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the (non)exclusive jurisdiction of the Scottish Courts.

Other taxes or costs

Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, nor imposed, by us.