

# Our Terms of Business with you

## Bradshaw Bennett Limited

**Authorised and regulated by the Financial Conduct Authority: Firm Reference No: 302366.**

**Registered Office: Catherine House, Catherine Street, Macclesfield Cheshire SK11 6BB.  
Company Registration No: 683333**

**Data Protection Act Registration No: Z6039744**

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third party providers. Please contact us immediately if there is anything in this document that you do not understand/or with which you disagree. Your receipt of this document constitutes your informed consent to its contents.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

### **1. Definitions**

- 1.1. A Consumer means anyone acting outside their trade or profession in respect of the insurance cover requested or arranged.
- 1.2. Commercial customer means a customer who is acting within their trade or profession in respect of the insurance cover requested or arranged.
- 1.3. 'You' or 'your' means you (and/or your appointed agent).
- 1.4. 'We' or 'us' or 'our' means Bradshaw Bennett Limited.

### **2. Who regulates us?**

- 2.1. We are authorised and regulated by the Financial Conduct Authority (FCA) an independent body that regulates the UK financial services industry. Our details may be confirmed on the FCA's Register [www.fca.org.uk](http://www.fca.org.uk) or by phoning the FCA on 0800 1116768.

### **3. Our service**

- 3.1. We are committed to providing you with quality advice, service and insurance products. As an intermediary and your agent we owe various duties to you and will advise you as necessary if circumstances occur that may create a possible conflict of interest.
- 3.2. Our permitted business activities are advising, arranging (bringing about) deals, making arrangements with a view to transactions, dealing as agent, assisting in the administration and performance of a contract and agreeing to carry on a regulated activity in respect of General Insurance contracts.
- 3.3. We will advise you and will make a personal recommendation after we have assessed your insurance needs. This will include the type of cover you require together with the costs involved. We undertake to explain the main features of the products and services that we offer to you as well as the basis on which we have provided information and/or advice.
- 3.4. Upon receipt of your instructions we will place, amend or renew insurance cover on your behalf with insurers. We will advise you of any inability to place your insurance.
- 3.5. You are not to rely on any insurance policy you have instructed us to place on cover until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in place. Please note that you must comply with the terms and conditions of the insurance policy you purchase including any matters where the insurer makes cover subject to your compliance with conditions or with express or implied warranties. Failure to comply may entitle the insurer to cancel your insurance contract and/or risks a claim you make not being paid in part or in full. (Also see Clause 15. Claims).
- 3.6. Please also note, unless your policy confirms otherwise, the rights under your policy may only be pursued in an English court.

#### **4. Our remuneration and other income**

- 4.1. We are usually remunerated by commission from your insurer(s) for our insurance broking services, or by way of a fee negotiated and agreed with you. If we receive both, this will be confirmed in writing to you at the time of incepting or renewing your insurance. In addition:
  - 4.1.1. We may also make individual charges up to £50 to cover the administration of your insurances e.g. arranging a new policy, mid-term adjustments, short period or mid-term cancellations, renewals, issue of replacement or duplicate documents. We may also make individual charges where we prepare and issue documents on behalf of insurers; these will be confirmed in writing to you at the time of incepting or renewing your insurance where applicable.
  - 4.1.2. Some insurers may make additional payments to us reflecting the size and/or profitability of our account with them and/or in respect of work we undertake on their behalf. In addition we may also receive payment from other firms, such as premium finance providers, where non-insurance products or services are supplied to you.
- 4.2. Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and/or agreed fees in respect of the full policy period including where you appoint another intermediary in our place during the currency of a policy or where a policy is cancelled after inception or renewal. (Also see Clause 13. Short period and cancelled policies).

#### **5. If resident in a country other than the UK**

The law or regulations in your country of domicile may take precedence over any relevant UK legislation. Therefore references in this document to the FCA or Financial Ombudsman Service or Financial Services Compensation Scheme and any rights or benefits there under may not apply. If you wish to clarify your position in this respect then we will discuss this on request.

#### **6. Duty to disclose accurate and full information – Materials Facts and Your duty to give information and set appropriate levels of cover**

It is your responsibility to provide complete and accurate information at all times, both prior to quotation, during the policy period and at subsequent renewals. It is important to ensure that all statements you make either orally or otherwise are accurate and not misleading. The law places onerous duties and responsibilities upon anyone entering into a contract of insurance and anyone acting on their behalf.

1. If you are a **commercial customer** you have a duty to make a fair presentation and disclose all facts or circumstances that may influence the underwriter in deciding whether to accept the insurance, impose special terms or charge an increased premium. Such facts or circumstances could include but are not limited to trade processes, previous claims, CCJ's or defaults, bankruptcies, insolvencies, liquidations, receivership or administration relating to the business, you or any past or current director. This duty arises not only at inception of the contract, but also at renewal and throughout the life of the policy. Similarly, the duty also applies to the submission and substantiation of all claims. This duty includes all circumstances that you know or ought to know which may involve a reasonable search for information that should be available to you or your colleagues.
2. If you are a **consumer** i.e. an individual who enters into a contract wholly or mainly for purposes unrelated to your trade, business or profession, your duty to disclose all material information to the insurer is replaced with a duty to answer all questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which will require taking reasonable care not to make misrepresentations to the insurer. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for the insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a midterm amendment to your policy.

Please note that if you fail to disclose any material information to your insurers, this could invalidate your insurance cover. The effect of such a non-disclosure or misrepresentation of the facts could include insurers avoiding the policy and refusing to settle claims. You are advised to keep copies of documentation sent to or received from us for your own protection. Please do consult us if you are in any doubt.

The setting of adequate levels of cover i.e. sums insured, values at risk, limit of liability and other estimates used within the insurance contracts arrangement and operation remains solely your responsibility as do the implications of Value Added Tax. We accept no responsibility or liability

whatsoever for under insurance or other omissions. We recommend that you seek professional guidance from competent parties in the setting of such figures.

You must advise us immediately of any change in circumstances which may affect the services provided by us or the cover provided by your policy.

#### **7. Notification of changes, alterations and renewals**

- 7.1. Amendments to policies may be arranged upon receipt of full details and on return of the certificate of insurance (if applicable). Cover is subject to acceptance by insurers and payment of any additional premium required inclusive of Insurance Premium Tax (IPT).
- 7.2. Renewals are invited on the basis that there have been no changes in the risk other than those specifically notified to us or your insurers.

#### **8. Insurer security**

We will only place cover with insurers who satisfy certain minimum criteria assessed by the rating agencies and/or our own assessment, or for whom you have given us specific approval to use. Whilst the information upon which we rely is obtained from sources considered to be reliable, and we use all reasonable endeavours to review that information in order to protect your interests, predictability of solvency cannot be, and is not, guaranteed by us. The financial standing of any insurer can, of course, change after the insurance contract had inception. We do not guarantee the ongoing ability of any insurer to meet their contractual obligations.

#### **9. Quotations**

The validity of quotations is usually 30 days unless otherwise stated. We reserve the right to withdraw a quotation in certain circumstances, for example, where an insurer has amended their premium and/or terms. Specimen policy wordings are available upon request.

#### **10. Documentation**

- 10.1. It is your responsibility to read all documentation upon receipt and raise any query regarding it otherwise you risk a loss you suffer not being paid in part or in full. Documentation including your policy and certificate, if applicable, will be issued to you upon receipt from insurers.
- 10.2. You must check all documentation issued to you to ensure the details are correct and the insurance cover provided meets your requirements. We will arrange insurance cover according to your instructions but only you can identify if it does not meet your intentions. If you have any concerns in respect of your insurance cover or are uncertain as to the meaning of any terms and conditions or if you discover errors in the documentation, then you must notify us immediately.

#### **11. Payment of the premium**

- 11.1. We must receive your payment, unless it is made by you directly to your insurer, by cheque, credit or debit card, electronic funds transfer or be in receipt of a completed premium instalment application form (with deposit where requested) drawn on a bank, building society or other UK financial institution account in the policyholder's name and before cover commences unless we agree otherwise. A charge may apply to payments made by credit card and this will be confirmed to you in writing at the time of inception or renewing your insurance. If we agree to accept payment from someone other than the policyholder then this must be notified to us and agreed by us.
- 11.2. We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover or any other prejudicial steps taken as a result of late payment substantially attributable to you. If we decide to retain certain documents whilst awaiting payment, we shall provide details of your insurance cover and any information or documents required by law.
- 11.3. We shall be entitled (but not obliged) without providing notice to you to set off any amounts due to us from you, against any amounts which we may receive on your behalf (i.e. claims monies, refunded premiums and other sums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the cancellation or lapsing of your policy.

#### **12. Transferred business**

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has

been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

### **13. Short period and cancelled policies**

- 13.1. If you wish to cancel your policy then you will need to return the policy document and current certificate of insurance (if applicable) and confirm your cancellation instructions. Subject to the cancellation terms of your policy, a refund of premium may be available. Details of any applicable cancellation terms and charges will be found in your policy documents. Our commission and/or fees are fully earned from the date insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy.
- 13.2. Where you pay your premium by instalments or use a premium finance provider, if any direct debit or other payment due, in respect of the credit agreement you entered 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 funder. If you do not make arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangement you need.

### **14. Cooling Off Period**

- 14.1. **Consumers** have the statutory right to cancel a policy within 14 days of its conclusion or inception or renewal or upon receipt of the policy documentation whichever is the later. You may without providing a reason, cancel the policy in accordance with its terms and conditions. Any policy documentation and in particular any legal document, i.e. a certificate of motor insurance, should be returned with your instruction to cancel.
- 14.2. These cancellation rights do not apply to a short-term policy of less than one month's duration or to a policy for which the performance has been fully completed. If no premium has been paid then a time on risk premium inclusive of Insurance Premium Tax (IPT) and in addition to any relevant administration costs may be charged.

### **15. Claims**

- 15.1. We will assist you with advice when you make a claim under your policy but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms may risk a loss you suffer not being paid in part or in full.
- 15.2. You must not under any circumstance admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you will risk your claim not being met in part or in full. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to us or to your insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with policy terms and conditions may invalidate cover.
- 15.3. We will remit claim payments received on your behalf, to you as soon as practicable after confirmation of receipt of cleared funds in our bank account. In the event that an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts.
- 15.4. Where we have a delegated authority from an insurer to settle your claim on their behalf we shall make you aware of this on notification of the claim and obtain your informed consent to proceed.
- 15.5. We will provide a claims handling service for you as long as you remain our customer. We reserve the right to charge a fee for our claims services if you cease to be a client but still wish us to handle any claim, and we are prepared to do so. If you wish us to provide claims services on policies issued before our appointment, we also reserve the right to charge you a fee.

### **16. Client and insurer money**

- 16.1. The FCA requires us to hold all client monies, in a trust account, the purpose of which is to protect you in the event of our financial failure since, in such circumstances; our general creditors would not be able to make claims on client money as it will not form part of our assets.
- 16.2. We hold all client monies in a Statutory Trust bank account in accordance with the FCA

client money rules. Under these arrangements, we assume responsibility for such monies.

16.2.1. For the purpose of effecting a transaction on your behalf, pass your money to another intermediary, including that resident outside the UK who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the UK. Please inform us if you do not agree to this.

**16.2.2. Retain for our own use, any interest earned on client money.**

16.3. Your money will be held either as agent of the insurer or agent of the client, depending on which insurer(s) your insurance has been placed with. In the majority of instances money is held as agent of the insurer, this means that when we have received your cleared premium, it is deemed to have been paid to the insurer, this is referred to as Risk Transfer. We will advise you where this is not the case.

**17. Our liability to you**

17.1. Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurance cover as acceptance of the limitation of our liability to you and to any other person with an interest in your insurance cover, as follows:

17.1.1. Except in respect of any claim:-

- resulting from our fraudulent act; or
- resulting from a breach by us of the FCA's rules or Principles of Business; or
- in relation to any liability for death or personal injury resulting from our negligence; or
- in relation to any other liability which cannot lawfully be excluded or limited

our liability to you (whether in contract, tort (including, without limitation, negligence) or otherwise) shall be limited to £3,000,000 in respect of any and all insurance mediation activities undertaken by us on your behalf over any 12-month period.

17.2. This Agreement contains all obligations owed by us to you. Our liability shall be strictly limited to direct liability in contract. We expressly exclude any liability for indirect or consequential loss howsoever arising and any and all liability in tort save in relation to liability for our negligent acts causing personal injury or death or other liability expressly reserved by statute.

**18. Confidentiality and security**

18.1. We will ensure that any information obtained from you is treated as private and confidential by us. These Terms of Business assume that any information you supply to us on behalf of a third party is done so with their permission.

18.2. We will not take instructions on your insurance arrangements from anyone else unless we have your prior written permission. We will also not provide information you supply to anyone else unless we have your prior written permission to do so or are required by a regulatory body, by law or are required to do so in the normal course of arranging your insurance or in connection with claims matters or other services we may provide to you.

18.3. We may from time-to-time, provide you with marketing information on other products we supply and/or pass your contact details to other suppliers of products or services of whom we approve. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat issue of this Terms of Business as evidence of your informed consent.

18.4. We take appropriate steps to ensure the security of any money, documents, other property or information handled or held on your behalf. It is our policy to retain records for insurance cover effected on your behalf for a minimum of 3 years after expiry and otherwise as required by regulation or law.

18.5. All information in any form, with the exception of policy documents and certificates issued on behalf of insurers, supplied by us to you must be treated as strictly private and confidential and not be released directly or indirectly to any other party, without our explicit, written consent.

**19. Termination of our authority to act on your behalf**

19.1. You or we may terminate our authority to act on your behalf by providing at least 14 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.

19.2. 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 of our authority to act on your behalf.

## **20. Severability**

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

## **21. Assignment**

21.1. We are entitled to assign these Terms of Business to any other company within the group of companies of which we are part but then only for so long as such company remains a member of such group.

21.2. We are entitled to transfer client monies to an identical bank account held in the name of any other company within the group of companies of which we are a part but then only for so long as such company remains a member of such group.

## **22. Law and jurisdiction**

These Terms of Business which form our agreement with you shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

## **23. Rights of Third Parties**

Unless otherwise agreed between us in writing no provision of this Terms of Business is enforceable under the Contracts (Rights of Third parties) Act 1999 by any person other than you or us.

## **24. Insurer credit searches**

24.1. Insurers may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to calculate the risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application will not solely depend on the results of the credit scoring process.

24.2. To ensure you receive the most competitive offer from insurers, now or at any time and to protect customers from fraud and verify customer's identity, insurers may use publicly available data which they obtain from a variety of sources, including credit reference agencies and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

## **25. Data Protection**

We take the security and privacy of your data seriously. We need to gather and use information or data about you as part of our business and to manage our relationship with you. We comply with our legal obligations under the Data Protection Acts 1998 (and subsequent legislation) and the EU's General Data Protection Regulation ('GDPR') in respect of data privacy and security.

**For full details, please refer to our Privacy Notice providing full details of how we handle your data.**

Bradshaw Bennett is committed to respecting and protecting your privacy. The company is the data controller of any personal information you provide to us. This means that we are responsible for complying with data protection laws. This means that we determine the purpose and means of the processing of your data. Our Privacy Notice explains how we will collect, store and use any personal data you provide to us. This notice applies to prospective, current and former clients. We may disclose your personal information to third parties for the purposes described in our privacy notice to carry out our obligations outlined within this Terms of Business with you or for our legitimate interests.

You can contact our Data Protection Officer (Andrew Bradshaw) in writing for details of specific disclosures made in respect of your personal information. Third parties will only use your personal information under our strict instruction and are under an obligation to ensure appropriate security measures are in place. We require those companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

## **26. Premium finance credit searches**

When applying for a loan to facilitate payment of your premium by instalment facilities, your application for credit will be passed to the credit provider who in assessing your application may search public information held by a credit reference agency about you. The credit reference agency will add details of the search and your application to their record about you whether or not

your application proceeds.

## **27. Bribery and corruption**

We have no tolerance for bribery and corruption and this policy extends throughout the company for all of its dealings and transactions in all countries in which we operate. Our anti bribery policy is updated upda in line with the changes in law, changes in our business and our reputational demands. All employees are required to comply with this policy.

## **28. Sanctions**

Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

## **29. Complaints**

29.1. While we will always endeavour to provide you with a high level of customer service if you feel dissatisfied with the service you have received you should, in the first instance, contact the office you usually deal with to register your complaint.

Or, alternatively you may refer the matter to –

**email: [info@bradshaw-group.co.uk](mailto:info@bradshaw-group.co.uk)**

**post: Bradshaw Bennett Ltd  
Catherine House, Catherine Street, Macclesfield, Cheshire SK11 6BB**

**Tel: 01625 505870**

**Fax: 01625 511691**

29.2. We need you to help us by summarising the problem, policies affected and the resolution you expect. Please ensure whenever possible that you quote your customer reference number together with the identity of our member of staff and office address.

29.3. We will endeavour to rectify the problem immediately but if we are unable to do so your complaint will be dealt with in accordance with our formal Complaints Procedure, a copy of which will be provided to you.

29.4. If you remain dissatisfied you may be an eligible complainant within the rules of the Financial Ombudsman Service (FOS). Their jurisdiction broadly covers those that employ less than 10 persons and whose turnover or annual balance sheet is less than 2 million Euros, and charities or trusts whose turnover or net assets respectively are less than £1m. Should you remain dissatisfied with our final decision or more than 8 weeks have passed since receipt of your complaint then if you wish, you may contact the FOS, details of which can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Full details will be supplied in our Complaints Procedure.

## **30. Compensation**

We are covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the FSCS if we cannot meet our obligations. Full details and further information on the scheme are available at [www.fscs.org.uk](http://www.fscs.org.uk).