

## TERMS OF BUSINESS

This document sets out our commitment to you as our client and sets out the principles we follow in doing business with you.

**Scrutton Bland Insurance Brokers Ltd and S Merrick Hill (Commercial) Ltd T/A Scrutton Bland** are regulated and authorised by the Financial Conduct Authority (FCA) to sell and administer general insurance. We are also authorised by the FCA for consumer credit broking. We act for a number of lenders. This means we are committed to providing a high standard of professional service in accordance with the FCA regulations.

### Prior Agreements and Acceptance

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 of Business upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.

You can refer to the FCA Register by visiting the FCA's website – [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or telephone FCA on 0800 111 6768.

### Our Service

We are an insurance intermediary acting on your behalf as your agent in arranging your insurance cover. We will make it clear at the outset whether we are acting for you or for the insurer in particular circumstances. We will advise and make a recommendation regarding your general insurance needs, arranging insurance cover with insurers to meet your requirements, issuing policy documentation to you in a timely manner and helping you with any ongoing changes you wish to make to your insurance. We will endeavour to ensure that the products or services we offer you match your stated requirements. We will seek to identify your insurance needs in reliance upon information which you provide to us. If we cannot match all your requirements, we will seek to provide you with enough information so that you can make an informed decision.

- We shall give you a written quote if you request one, including all the information we believe you need to make an informed decision, and
- Provide you with a sample policy if you ask for one.

### 1. Treating you Fairly

We aim to treat you fairly at all times. We try to ensure that the information we provide is clear and understandable. Our complaints process is fair and accessible, and we will aim to put things right if we have made a mistake.

### 2. Whose Products do we Offer

We offer products from a range of insurers. However, on occasion we may obtain quotes from a limited number of insurers or from a single insurer. We will supply you with a list of insurers approached, on request.

### 3. Mode of Instruction

To avoid any misunderstandings, we would recommend that any verbal instructions are confirmed to us in writing, either by letter, facsimile or electronic mail.

### 4. Proposal Forms

For certain classes of insurance, we shall ask you to complete a proposal form or statement of fact. As your insurance broker we are happy to provide you with advice on completing these, however all answers and statements given are your responsibility and you should always ensure they are correct and factual. Commercial Insurance customers should pay particular attention to your Duties of Disclosure (Section 6) as it is essential that we and/or the insurers are informed of all material facts before arranging any cover on your behalf.

### 5. Communications

1. We will communicate with you and with others by letter, fax, telephone, email and via a secure portal. Please let us know if any of these methods is insecure or inappropriate
2. Our email is encrypted using Transport Layer Security (TLS) if the mail server to which we are sending accepts such an email. If this is not the case, we will use unencrypted email for communicating with or for you, unless we have agreed otherwise. You agree that to ensure regulatory compliance and for the protection of our clients and business, we may monitor and read emails and attachments sent to and from our servers. If we communicate by email, you acknowledge and agree as follows:
  - There are some delivery risks in using electronic mail and you accept the risk of interception by third parties or of non-receipt or delayed receipt of the message.
  - computer viruses and similar damaging items can be transmitted through emails and by introducing portable storage media into your system; we use virus scanning software to reduce these risks and ask that you do the same; however, it is not possible completely to eliminate the risk of introducing viruses;
  - you release us from all claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of that communication
3. We use filtering software to reduce the receipt of spam and the introduction of viruses into our systems. As there is a risk of filtering out legitimate correspondence, you should not assume that every email will be received. If there is any indication that an email has not been received, please follow up important communications by telephone

### 6. Duty of Disclosure - Commercial Insurance

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.

#### **7. Misrepresentation of Facts - Consumer Insurance**

Please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you do not answer the questions correctly, your policy may be cancelled, or your claim rejected, or not fully paid. Should you subsequently realise an answer is untrue or no longer applies, you should advise us immediately.

#### **8. Adequacy of Insurance Values**

It is the responsibility of the insured to ensure that all sums insured and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits we cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

#### **9. Confidentiality and Data Protection**

Scrutton Bland Insurance Brokers Ltd and S Merrick Hill (Commercial) Ltd T/A Scrutton Bland will treat any personal (or other) information received by us from you with the utmost respect and where appropriate, in accordance with data protection legislation, including the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 and subsequent amending legislation.

#### **9a. Motor Insurance - Fair Obtaining Notice (FON)**

This notice explains how we may use the details you provide us with relating to motor insurance. You should show this Data Protection Notice to anyone covered or proposed to be covered under your policy/prospective policy.

By proceeding with your application for motor insurance and providing us with the information we request in that connection, you authorise us to use your data, including sensitive personal data, in accordance with this Data Protection Notice and to pass the data to suppliers, insurers and third parties for the purposes set out in this Data Protection Notice. You also confirm you have gained the consent of any named drivers for their data to be used as set out below.

#### **i) How your data will be used**

Your data will be used for insurance underwriting purposes i.e. to examine the potential risk in relation to your prospective policy and/or anti-fraud purposes i.e. to detect and prevent fraudulent claims and/or activities.

Your Driving Licence Number ("DLN") and that of any named driver will be checked against the DVLA database to confirm the licence status, driving entitlement and relevant restrictions and any endorsements/convictions. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of your insurance policy including at the mid-term adjustment and renewal stage.

'No Claims Discount' details may be checked against a No Claims Discount database to obtain information in relation to your 'No Claims Discount' entitlement. Such searches may be carried out against the DLN, name, date of birth, Vehicle Registration Mark and or postcode of you and any named drivers.

A search of the DLN against the DVLA and NCD databases should not show a footprint against your (or another relevant person's) driving licence.

#### **ii) How your data will be processed**

Your personal data will not be used for marketing. It will only be shared within organisations involved with the administration of your insurance policy or as otherwise set out in the group Data Protection Notice. We may pass details of your 'No Claims Discount' to certain organisations to be recorded on a NCD database. This will occur if information requires updating or correcting at any stage, and also at the renewal stage of your policy and upon or after the cancellation of your policy prior to the expiry date. For further information about disclosing your Driving Licence Number, see: <http://www.mylicence.org.uk/>

For details relating to information held about you by the Driver and Vehicle Licensing Agency ("DVLA") please visit [www.dvla.gov.uk](http://www.dvla.gov.uk)

#### **9b. All data we hold about you.**

##### **i) The data we may collect about you?**

Contact details, your health and business arrangements, financial details and information about your possessions, assets and liabilities. Details of family members, employees and employer. Information regarding your insurance and personal history, including criminal, financial and driving history. We may also hold data relating to your health and other personal data considered special category personal data (as defined by the General Data Protection Regulation (GDPR)) which is deemed to be higher risk data.

##### **ii) What we may do with your data:**

We may process your data ourselves or pass it to others to process it either manually or automatically through underwriting or claims profiling. It will be used to provide insurance or insurance quotes. We will share your contact data with our group companies and may pass any of your data to third party Data Processors, including underwriting agencies, insurers, claims adjusters, solicitors involved in the providing of insurance, anti-fraud and similar databases.

##### **iii) Credit Facilities**

We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally, and in particular, where you have requested a premium instalment plan – this may include details of your payment record with us. This credit check will also appear on your credit report whether or not the application proceeds. By continuing you agree to these uses of your information.

##### **iv) How long will we hold your data?**

In general we will hold your data for a period of 6 years following the year in which the data is processed. If you do not become a client, this will be for a period of 1 year following the year in which it is processed. We also hold Back-ups for data and so will hold data in our back-ups for a further year. We may hold data for longer periods as required by legislation or regulation.

##### **v) Your rights with reference to the data we hold:**

You have certain rights over the data we hold for you as guided by the GDPR but in the main this allows you to request in a format of your reasonable choice:

- i) to see the data
- ii) to have the data deleted or updated

- iii) to have the data forwarded to others  
Full information relating to your data can be found in our Privacy Notice at [www.scruttonbland.co.uk](http://www.scruttonbland.co.uk) or by contacting our group Data Protection Partner on 01473 267000 or by email [dataprotection@scruttonbland.co.uk](mailto:dataprotection@scruttonbland.co.uk).

From time to time, we may disclose your personal (or other) information to other companies within the Scrutton Bland group. We, or they, may use that information to inform you of other broadly related financial products which may be of interest to you. If you prefer not to receive such information or have any queries relating to the use of your data, please write to: Data Protection Partner, at Scrutton Bland Group, 820 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9YQ.

#### 10. Motor insurance Database

Policyholders will be totally responsible for reporting all vehicle changes to the Motor Insurance Database (MID) on policies where you have been advised that it is your direct responsibility. We shall only be responsible for such notifications if it is agreed in writing with our prior consent.

#### 11. Information about the Proposed Insurance

We will endeavour to ensure that

- a) We provide you with comprehensive information early enough or you to make an informed decision about the insurance being proposed;
- b) We explain to you the differences in, and the relative costs of, the type of insurance that we think will suit your needs;
- c) We explain the key features of the insurance proposed including
  - the essential cover and benefits;
  - any significant or unusual restrictions, exclusions, conditions or obligations;
  - the period of the cover;
- d) If we are unable to match your requirements, we explain the differences between those requirements and the insurance that we are proposing.

Notwithstanding the above, when an existing policy is being renewed with the same insurer we shall only notify you of any changes to the prevailing terms and conditions.

#### 12. Ownership

Scrutton Bland Insurance Brokers Limited has no holding, direct or indirect, in any insurance company. Scrutton Bland Insurance Brokers Limited holds 100% of the share capital in Insurance Brokers S Merrick Hill (Commercial) Ltd. Merrick Hill Commercial is the trading name of S Merrick Hill (Commercial) Ltd, a private company. 100% of the share capital of Scrutton Bland Insurance Brokers Limited is owned by the partners of Scrutton Bland.

#### 13. Confirmation of Cover

We shall provide you with cover notes and/or written confirmation that cover has been put in place, including the terms of the insurance(s) and the insurers involved. These will normally be sent to you within fourteen days from the date when cover began. We expect you to review all information upon receipt and to let us know immediately if the details of the cover or the participating insurers do not meet with your approval, or do not reflect the instructions previously given to us, and particularly if any cover you require has been excluded. You will be provided with a full policy wording for all new or replacement policies, please contact us should you require a copy of your policy.

#### 14. Payment of Premiums/Financing

We shall notify you of premiums due to insurers by either sending

you a letter, or a Statement of Premiums within fourteen days from the start of cover. Premiums are due from the moment the insurance comes into force. So that we can settle with insurers promptly, we ask that you pay the premiums due within the terms specified on the Statement of Premiums or covering letter. In certain circumstances insurers may impose a specific warranty requiring payment of the premium by a certain date. Please be aware that if you do not make payment by this date, insurers may cancel the policy from inception of the cover. It is your responsibility to pay premiums on time, as required by any policy conditions.

We have arranged facilities for paying by instalments with a finance provider; this facility is provided by only a limited number of credit providers. There will normally be a charge for paying by instalments and full details of charges and APR will be provided before acceptance if you select this option. The credit provider reserves the right to refuse the application for payment by instalments. If we agree to allow payments by instalments and you subsequently default or otherwise fail to honour the arrangement, then this will be deemed to be an instruction from you to cancel the relevant cover, and we will take steps to recover our losses. In such circumstances we will give you 7 days' notice by recorded delivery letter to your last known address.

#### 15. Costs and Remuneration

In all circumstances, we:

- a) shall provide details of the premium costs of each policy offered.
- b) reserve the right to make the following charges:
  - New Business and Renewals £45
  - Adjustments £30
  - Cancellations £35
  - Duplicate documents/Cover Notes/Certificates £15
- c) reserve the right to charge higher fees but these fees will be advised to you before the policy is renewed or inception.
- d) advise any fees we charge are not refundable if a policy is cancelled.
- e) advise Insurance Premium Tax will be added to our fee if dictated by government legislation.
- f) repay commission to your insurer on any return premiums (including cancellation return premiums). Where we repay commission we will deduct this – together with our administration charge – from the final amount due to you.
- g) make a charge of 1.5% to all payments made by a company credit card.
- h) advise under the terms of a premium credit agreement you remain wholly responsible for any charges imposed by the credit provider due to breach of terms.
- i) will be paid for arranging the insurance in the form of commission or brokerage paid to us by the insurers underwriting the insurance, unless we have an arrangement with you that our services are provided for an agreed fee.
- j) may - as well as any brokerage or commission, or an agreed fee - as appropriate, be entitled to benefit from:
  - any earnings we are able to generate due to the amount of business placed with certain insurers and their underwriting performance, which are not identifiable to any specific client; and
  - where we arrange a policy for you, the insurer may pay us a percentage commission from the total premium. If the type of policy we sell reaches specific profit targets, the insurer also pays us an additional bonus.
  - any earnings we are able to generate through management of cash balances held on behalf of insurers/clients which are not identifiable to any individual client; and

- any commission or share of interest in connection with the provision of premium credit facilities
- k) advise that if you are a Commercial Client (as defined by the FCA) you are entitled, at any time, to request information regarding any commission or fees we have received as a result of placing your insurance business.

As Independent Insurance Brokers, we sometimes ask other brokers to assist us in responding to your instructions where we believe this is to your benefit. Unless a fee arrangement has been agreed, these brokers will usually be paid by brokerage, which will be included in the premiums charged.

#### 16. Refund/Overpayment of Premiums

Due to administration costs we will not refund to you return premiums from insurers or any overpayment you may make if the amount in question is £10 or less. Premium refunds will be forwarded once received from insurers in accordance with FCA rules on Statutory Trust accounts.

#### 17. How to cancel

You may have a statutory right to cancel a policy you take out through us within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. In addition, we may keep an amount which reflects the administrative costs of arranging and cancelling the policy. Details of these amounts are given in our tariff of administration charges.

If you wish to cancel outside the statutory cancellation period (where this applies) you may not receive a pro rata refund of premium. In addition, we may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of administration charges). Details of these amounts are given in our tariff of administration charges.

#### 18. Claims – Commercial Insurance

It is essential that we are notified immediately of any claims or circumstances or allegations which could give rise to a claim. You must do so whether you believe you are liable or not. When you notify us, you must include all material facts concerning the claim. Your policy wordings will describe in detail the procedures and conditions in connection with making a claim. Any letter of claim received by you from a third party must be passed to us immediately, without acknowledgement. We will provide or facilitate a claims handling service and we shall:

- ensure that you are given guidance on pursuing a claim under the policy, if required;
- ensure that claims are handled fairly and promptly and that you are kept informed of their progress;
- ensure you are informed in writing if it is not possible to deal with any part of a claim;
- ensure that claims monies are paid to you without avoidable delay once a claim has been agreed and settled.

We reserve the right to charge a reasonable fee for our services should we agree to handle claims on your behalf after you cease to be our client. Settlement of claims will be dependent upon collection from insurers. Part payments may be made during the collection process, but we cannot be responsible for the wrongful non-payment or delay by insurers in paying any claim.

#### 19. Claims – Consumer Insurance

In the majority of instances, you should notify the insurance company direct in accordance with the procedures described in your

policy. However, we are always available to assist you if you encounter any problems.

#### 20. Security of Insurers

As an Independent Broker we shall use appropriately regulated UK and overseas insurers either directly or through other intermediaries to obtain competitive terms and conditions available in the market. However, the levels of regulation differ in each jurisdiction and if non-EU or non-UK insurers or intermediaries participate in insurance contracts; your ability in legal proceedings may vary. As far as possible, and in line with the general market information available, we shall ensure that any insurer used will meet applicable solvency requirements. Even so, we cannot guarantee the future ability of any insurer to meet policyholder obligations and therefore the final decision on the suitability of any insurer rests with you. If you have concerns about the standing of any insurer offering to insure you, please contact us immediately.

#### 21. Client Money - General

The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:

- any premium money it has received from you to the insurer; or
- any claims or return premium monies that it has received from the insurer to you.

We are governed by strict rules pertaining to client money, set down by the FCA. Where we hold monies in a client bank account, we may earn interest on monies held, which will be retained by us. If you are unhappy with this arrangement, please contact us. We will hold client money separate from our own money with an approved bank, segregated in a client bank account designated as subject to a Statutory Trust. We act as Trustees of our clients' monies and must meet certain legal and regulatory conditions.

We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. This may include brokers and settlement agents outside of the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction. We do however still remain responsible to you in respect of your money.

#### 22. Money Laundering/Proceeds of Crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

#### 23. Complaints Procedure

If at any time you are unhappy with our services, you should contact Mr Tim Mulley at Scrutton Bland Insurance Brokers Ltd, 820 The Crescent, Colchester Business Park, Colchester, Essex CO4 9YQ or email [tim.mulley@scruttonbland.co.uk](mailto:tim.mulley@scruttonbland.co.uk) giving details of your complaint. In line with our complaints procedure, we will formally log the complaint and refer the matter to a senior staff member who will be independent from the person about whom you are complaining. All complaints will be acknowledged in writing within 5 working days of receipt. We will inform you who is dealing with the complaint and when you can expect a response.

We will provide you with a full written response within 20 working days. If we are unable to resolve the complaint within this period, we will explain the current position and provide you with a timescale for a full response. Our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them on 0800 023 4567. Our complaints procedure does not affect your statutory rights.

#### **24. Compensation**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme 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 up to 90% of the amount of the claim with no upper limit.

Compulsory Insurance and liability which is subject to Professional Indemnity Insurance or which arises through death or personal injury is protected in full. Consumer Credit is excluded from the scheme. Further information is available from the FSCS. Further information is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>

#### **25. Applicable Law**

Scrutton Bland Insurance Brokers Ltd and S Merrick Hill (Commercial) Ltd T/A Scrutton Bland undertake its activities as an insurance intermediary in accordance with the Laws of England and Wales and any disputes will be governed by and construed in accordance with the Laws of England and Wales.

#### **26. Limitation of Liability**

Our liability to you is limited in total to £10,000,000 in relation to any losses, claims, damages or expenses incurred or suffered by you arising from any negligence, breach of any duty or the terms of these conditions, wilful default or bad faith on our part. We will not in any circumstances be liable for any loss or damage, which is not a reasonably foreseeable result of any breach for which we are liable.

We will not be liable to you in the event that you suffer any losses, claims, damages or expenses as a result of the provision to us of incorrect information or non-disclosure of material information.

#### **27. Introducer/Appointed Representative**

BFREPA, Samco and Shrim Farmers Ltd, Venture Risks Group Ltd, Fram Farmers Insurance Services Ltd, TLIB Ltd trading as Sole Bay Insurance Brokers, JCA Resilience Ltd and Elmwood IB Ltd are Introducer/Appointed Representatives of Scrutton Bland Insurance Brokers Ltd.