

# ARTHUR BROWNS

INDEPENDENT FINANCIAL ADVICE SINCE 1932

## TERMS of BUSINESS – GENERAL INSURANCE

---

### Our Status

---

Arthur Brown (Insurance Brokers) Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number: 120845. You can check this on the Financial Services Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register) or telephone the FCA on 0800 111 6768. Company registration number: 00257340. Registered office address: Titan House, Station Road, Horsforth, Leeds, LS18 5PA

### Our Insurance Services

---

We offer advice and arranging service based on a wide range of insurers and products representative of the whole market. For certain types of business we offer terms from a limited number of providers or a single provider. If this is the case we will inform you in writing at the time of quotation.

We advise on and arrange all types of retail and commercial general insurance and protection contracts such as life, critical illness and income protection.

When we advise and make personal recommendations, we are acting on your behalf, when we make arrangements we are acting on behalf of the provider.

### Complaints

---

It is Our intention to provide you with the highest possible level of client service at all times. Should We not meet your expectations We have a complaints procedure, which is explained below. Should you wish to complain please contact The Complaints Director: Ian Elliot either in writing at Titan House, Station Road, Horsforth, Leeds LS18 5PA or telephone 0113 243 2486. Should you not be satisfied with Our final response you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) who is Our alternative dispute resolution provider: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

- Tel: 0800 023 4567 or 020 7964 1000. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- For more information please visit their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Financial Services Compensation Scheme

---

We are covered by the Financial Services Compensation Scheme. 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 including:

- insurance advising and arranging is covered for 90% of the claim, without any upper limit and 100% without upper limit for compulsory classes;
- insurance claims covering death or incapacity of the policyholder due to injury, sickness, or infirmity are covered up to 100% of the claim without any upper limit; and

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme (<http://www.fscs.org.uk>).

### Governing Law

---

All Agreements and any disputes or claims arising out of, or in connection with, them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

### Jurisdiction

---

We and you irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, any Agreements, its subject matter or formation (including non-contractual disputes or claims).

## **Our services & charges**

---

We do not charge a fee, We are remunerated by commission from the provider which is based on a percentage of the annual premium. You are entitled to ask us to disclose the amount of commission received, for protection policies we will always disclose this with our quotation.

## **VAT**

---

Normally all Our services are, unless otherwise stated, undertaken with the intention of arranging and administrating regulated insurance and as such are exempted from VAT.

## **Instructions**

---

We will not make or alter any arrangements on your behalf without your specific and verified instructions, which We will require in writing. We will undertake to act upon urgent verbal or email instructions provided that We are satisfied as to the authenticity of origin.

## **Documentation**

---

All documentation will be forwarded to you as soon as reasonably practicable after we receive them.

## **Your Duty to Disclose Information**

---

We will base Our recommendations on information you have given to Us. It is important that you give Us full information in order that We may provide the best advice for your needs and circumstances. It is your responsibility to provide complete and accurate information. It is important that you ensure all statements you make on insurance proposal forms, claim forms and other documents are full and accurate to the best of your knowledge. Please note that if you recklessly, carelessly or deliberately fail to disclose any material information to your insurers or Us this in could invalidate your insurance cover. If you are a commercial customer you should disclose all matters which are known, ought to be known or could be discovered upon reasonable enquiry. Where any information provided by you to Us is not complete, accurate or is otherwise misleading, We shall have no liability to you whatsoever in the event that any advice which We give you or products We recommend prove to be inappropriate or inadequate for your needs.

## **Client Money**

---

We handle client money in respect of General Insurance, this is segregated in a statutory trust client account set up in accordance with regulatory rules. Client money may be co-mingled with insurers money as many insurers offer risk transfer arrangement in respect of money collected on their behalf.

## **Conflicts of Interest**

---

We offer independent advice but occasions could arise where We, or one of Our clients, could have some form of interest in business that We are transacting for you. If this happens, or We become aware that Our interests (or those of one of Our other clients) conflict with your interests, We will inform you in writing and obtain your consent before We carry out your instructions.

## **Commencement & termination**

---

These Terms shall apply to all Agreements pursuant to which services are provided and/or products are sold by Us to you from the date of your acceptance of the relevant Agreement. You, or We, may terminate Our authority to act on your behalf under any Agreement at any time, without penalty. Either party may terminate any Agreement by providing one month's notice in writing. Any outstanding fee payments must be settled immediately upon termination of any Agreement. Termination will not prejudice the completion of transactions already initiated on your behalf or any rights or obligations already arising. Where policies are cancelled we are entitled to keep the commission in its entirety and any refund made will be net of commission.

## **Assignment**

---

We may assign any or all of Our rights under any Agreement on giving you not less than one week's written notice. You may not assign, subcontract or encumber any right or obligation under any Agreement, in whole or in part, without Our prior written consent, at our sole discretion.

## **Cooling off (consumer policies)**

---

The product information document will detail your rights to cancel your arrangement once you have taken it out. Depending on the type of product you have purchased you may be entitled to cancel within 14 days (30 days for certain products) of either conclusion of the contract or receiving your documentation, whichever occurs later. You will then receive a full refund provided no claim has been made, except in the case of certain investment products where funds have already been invested, then you will get back the value of the investment whether this has gone up or down.

---

## **Insurance: Cancellation Charges**

Where you cancel a policy outside of any cooling off period you may be responsible for paying a charge to meet the cost of cover provided and administrative expenses, which means that you may not receive a proportionate refund depending upon the terms of the particular policy. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to insurers within 30 days of your notice to cancel.

## **Protection policies**

The insurance provider will claim back commission if you cancel your policy within the redemption period i.e. the first 2 years and in some cases within the first 4 years. If this occurs we will charge a fee equivalent to 9 months premium value with a minimum of £150 to go towards the costs of the administration of your insurance policy. If you do not pay within 30 days of notification you indemnify us from and against all costs and disbursements incurred by us in pursuing this debt including legal costs and any debt collection agency costs.

## **Claims**

You must notify insurers promptly of any event that may result in a claim against your insurance policy. Your quotation and policy document will provide you with claims contact and procedure details or you can contact us for advice.

## **General**

If any part of this agreement should be found to be unenforceable or invalid the remainder of the terms and provisions will not be affected. The jurisdiction of the courts of England and Wales will govern any dispute arising.

## **Call Recording**

Arthur Brown Insurance Brokers Ltd may record telephone calls for training and quality control.

## **Confidentiality & Data Protection**

Please refer to our Data Protection Notice and Website Privacy Policy separately supplied or available online.

## **This Agreement**

These terms of business ("**Terms**") shall apply in respect of any services which Arthur Brown Insurance Brokers Limited ("**We**" "**Our**" "**Us**") provide or products that We arrange for you. In these Terms, unless the context requires otherwise:

- any headings are included for convenience only and shall have no effect on the interpretation of these Terms;
- a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- words in the singular include the plural and vice versa;
- any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (excluding email);
- a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under these Conditions; and
- a reference to legislation includes all subordinate legislation made from time to time under that legislation.

---

These are Our standard Terms upon which We intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.