

## TERMS OF BUSINESS AGREEMENT - COMMERCIAL

This document details our services and our arrangements for dealing with Your insurance requirements. Please read it carefully and retain a copy for your records.

**Governing Law** – This and any accompanying document shall be governed by and construed in accordance with English Law and the courts of England shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with them.

**Definition** – We/Us/Our means Whitefield Insurance Services Ltd, Company Registration Number 5535850 in England & Wales

**Status** – We are independent Insurance Brokers and are authorised and regulated by the Financial Conduct Authority, 12 Endeavour Square., London E20 1JN. Our FCA Registration number is 459837 and you can check our status at [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting them on 0800 111 6768.

**Treating Customers Fairly** – We offer a Professional and Independent service to our customers, ensuring their needs are always paramount.

**Complaints & Compensation** – If you wish to register a complaint, please contact Stephen Hopwood, Director, in writing at the above address or by phone on 01706 829590. If we cannot settle the complaint satisfactorily you may be entitled to refer it to the Financial Ombudsman Service. Their address is Exchange Tower, London, E14 9SR or Phone 0800 023 4567.

**Financial Services Compensation Scheme (FSCS)** – We are covered by the FSCS. For Commercial Customers with less than £1m turnover insurance advising & arranging is covered for 90% of the claim, without any upper limit. All Compulsory insurances (for example Motor Insurance and Employers Liability insurance), insurance advising and arranging is covered for 100% of the claim, without upper limit. Please contact us for details.

**Our Service to you and the Products we offer** – We are an independent insurance intermediary who acts on our Customers' behalf in arranging insurance for Commercial customers and Consumers. We usually offer advice from a range of insurers, representing a fair analysis of the market, however, under certain circumstances we may only deal with a limited panel, or single insurer and we will notify you when this applies. In respect of Legal Expenses / Motor Breakdown and policies purchased through our website you will not receive advice or recommendations from us and you will have to make your own decision.

**Payment Facilities** – We normally accept payment by cheque or debit/credit card. We also offer instalment facilities either through the insurers own scheme or using established finance providers, Premium Credit Ltd or Close Premium Finance, however rates and acceptance may be subject to a credit check. Under the terms of our agreements with insurers we normally receive premiums you pay to us as agent of the insurer and are protected in a Statutory Trust Client Account until we pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance.

**Remuneration** – We usually receive a commission from the insurer with whom we place your business and, in addition, we may make a charge of £25 to cover the administration of your insurance for New Business/Renewals and Mid Term Adjustments/Cancellations. Occasionally we may make an arrangement fee on certain policies where commission is reduced or no commission is payable. These will always be advised to you in advance.

**Premium Finance** – We are authorised as credit brokers and may use insurance and finance providers who will conduct a credit check which will be recorded on your credit record. Please contact us if you do not consent to a credit check being undertaken, however this may affect our ability to offer instalment facilities to you. In relation to the provision of credit we offer only the facilities provided by insurers, or those of Premium Credit Ltd or Close Premium Finance from whom we receive a commission. We will not offer you any advice on premium finance facilities and you will need to decide yourself on the suitability of any credit agreement offered.

Please note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility relation to it and your credit rating may be affected. In entering in to a credit agreement to pay your insurance premium, you give the finance provider the legal right to cancel your insurance policy on your behalf in the event that you default on the loan, and off set any refunded premium against the outstanding amount owed to them. This means that if you default on your payment terms and the finance provider requests that we cancel your policy we will do so as your agent.

**Claims** – To assist us in the handling of any claim it is vital that you notify us promptly when an incident which may give rise to a claim occurs, and provide all information, claim forms and estimates as quickly as possible. Delays may prejudice negotiations and entitle the insurer to repudiate the claim.

**Sums insured and indemnity limits** – You will be responsible for ensuring that all sums insured and indemnity limits are adequate for the cover requested.

We will advise you of the basis of calculation for sums insured and will, on request, give you details of external experts such as surveyors and valuers which you may wish to consult. The following information on calculating business interruption sums insured is given for guidance but you should always seek specific advice from us if you are in any doubt as what should be included.

**Business Interruption/Loss of Profits Insurance** – several types of cover exist. Gross profit basis, Gross Revenue basis and Increased cost of working basis. Accounting Gross profit and insurance Gross profit are not the same thing. Where your policy includes this cover, the sum insured for gross profit should normally be calculated using the following method. Annual turnover plus year end stock and work in progress, less opening stock (and work in progress) and purchases, bad debts and uninsured variable expenses (such as the purchase of raw materials or shipping costs). Gross revenue insures the total turnover without deductions and Increased cost of working is based on projected additional costs of temporary relocation and other forecast additional costs. Business interruption sums insured should then be adjusted to take in to account the indemnity period (eg. doubled for 2 years indemnity period).

**Data Protection and Privacy Statement** – We are a data controller and our data protection officer is Stephen Hopwood. We act as your agent and will collect data, including personal information and risk details, solely to enable us to obtain insurance quotations, arrange and administer Your insurance. Data collected by us is contractual, and for Our legitimate business interests as an insurance broker and We will be unable to offer any quotation if You refuse to provide certain personal data, including health, financial and criminal records data which is collected under the lawful basis of public interest, where these would affect the provision of cover and/or performance of insurance contracts.

Your information will be held securely by us and shared with insurers, which could include reputable providers in other countries, to enable them to provide accurate terms and they will also obtain data about You and your insurance history from various insurance anti-fraud databases, such as the Claims and Underwriting Exchange (CUE) as well as publicly available websites and credit referencing agencies. We will not give anyone else any personal information except on your instructions or authority or where We are required to do so by law, or by virtue of our regulatory requirements. Information about You and your insurances will be held while you are a client and for a minimum of three years, and in certain circumstances up to six years, after expiry of your policies. Under the Data Protection Act data subjects have the right to see, and correct, personal information about them that We hold. Please write to our Data Protection officer at our usual address if You wish to exercise Your rights or have a complaint about our use of Your data.

**Important** – Insurers pass information to the claims and underwriting exchange run by insurance data base ltd and the motor insurance anti fraud and theft register run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims. Motor insurance details are added to the Motor Insurance Database run by the Motor Insurers' Information Centre that has been formed to help identify uninsured drivers and may be searched by the police to help confirm who is insured to drive. In the event of an accident the data base may be used by insurers and the Motor Insurers Bureau to identify relevant policy information.

**Insurer Security** – It is important to us that business is placed with insurers who are of a financial standing and reputation to support the policy being underwritten. We cannot and do not guarantee the solvency of any insurers or placing agents used. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

**Commission disclosure** – prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission which we receive from underwriters. You are entitled to request information regarding any commission which we may have received as a result of placing your insurance business.

**Cancellation clause** – Your insurance contract may include a cancellation clause. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers giving notice of the cancellation. In the event of cancellation insurers may return a pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned, in the event that the insurance is cancelled after inception, our fees or brokerage are not usually returnable. Please be aware that some liability policies are written on a minimum and deposit basis and no refund will be allowed following cancellation.

**The Insurance Act and Your Responsibilities** – You are responsible for answering questions in relation to any proposal or insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid term adjustment to your policy. If you fail to disclose information or misrepresent any fact which may influence the insurers’ decision to accept the risk or the terms offered this could invalidate the policy and mean that claims may not be met. You must check all details on any proposal form or statement of facts document and pay particular attention to any declaration you may be asked to sign.

**Conditions / Warranties** – You must comply with any conditions, clauses or warranties contained within the insurance we have arranged. Failure to comply can result in the insurer not settling claims or terminating your policy.

**Average** – In the event of under-insurance, Insurers may reduce the amount of any claim settlement in the same proportion as the sum insured bears to the total value of the insured property items.

**Money Laundering/Proceeds of Crime Act** – The United Kingdom money laundering regulations may require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship or in respect of certain transactions. We are obliged to report to the national criminal intelligence service any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

**Cancellation of this Agreement** – this agreement will remain in force unless cancelled by either party in accordance with the terms below or you have no insurance business placed through us. You may cancel the agreement at any time, subject to notification in writing to our usual office address. In the event of cancellation, we shall be entitled to retain any commissions and fees earned prior to the date of cessation of the agreement in full. We have the right to cancel this agreement subject to 1 month notice in writing to your last notified address.

**Declarations**

**Our Service & Obligations to you:**

We will conduct a fact-find to evaluate Your insurance needs with the member of Your business that you choose to nominate as Your Insurance Contact (as stated below), who will be responsible for ensuring that Your disclosure obligations to insurers are met.

We will act as Your agent in sourcing a policy to meet Your demands and needs and presenting the information provided by Your nominated insurance contact in a manner which is clear and accessible to insurers. We will advise and make a recommendation for You after We have assessed Your demands and needs. Our advice will be confirmed in a demands and needs and suitability statement, giving the reasons for Our recommendation.

We typically offer advice from a range of insurers, representing a fair analysis of the market, which means that We will have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select appropriate policies for you. However, under certain circumstances We may only deal with a limited panel, or single insurer or We may use another specialist intermediary to access the insurance product that most suits Your needs. We will always inform You where this is the case.

We usually receive a commission from the insurer with whom We place Your business and, in addition, We will normally make the charges as shown in Our Terms of Business Agreement to administer your policy. Prior to the conclusion of each insurance contract, or upon renewal, We will remind you of Your right to be advised of the level of commission which We receive from insurers. You are entitled, at any time, to request information regarding any commission which We may have received as a result of placing your insurance business.

**The member of your business nominated as Your Insurance Contact is:**

\_\_\_\_\_

Please contact us immediately if you wish to change the person nominated.

**You authorise the following persons in your business to make changes under the policy:**

1, \_\_\_\_\_ 2, \_\_\_\_\_

**Signed.....on behalf of Whitefield Insurance Services Ltd**

**Your Responsibility to Provide Information:**

You have a duty under the Insurance Act 2015 to make a fair presentation of the risk to insurers. This duty applies when you take out Your insurance cover, throughout the life of Your policy, and when you renew Your insurance.

This duty includes a need for Your Nominated Insurance contact (above) to undertake a reasonable search for material information which is known, or ought reasonably to be known, by Your company’s principals, directors, senior management (i.e. anyone playing a significant role in making business decisions in Your firm) and staff responsible for insurance,

You should advise Us of any particular concerns which led You to seek insurance cover and any special or unusual facts relating to the risk. You must ensure that all material statements of fact are substantially correct and not misleading, and any material information which is a matter of expectation or belief (e.g. an estimate or forecast) is provided in good faith.

Failure to disclose any material information or change in circumstances to Your insurers which could influence the cost, or their decision to accept Your insurance, could mean Your policy could be invalidated or cancelled without refund, or part or all of a claim may not be paid. Material statements and material information are information which could influence the judgement of a prudent insurer in determining whether to take on a risk and on what terms.

**I understand and accept your Terms of Business and the information provision requirement above.**

**Signed.....on behalf of .....Dated.....**