

## Brownhill Insurance Group Limited

trading as Brownhill Insurance Group, Brownhill Corporate, Brownhill Personal, Brownhill Private Clients, home & lifestyle insurance, home and lifestyle gold, Brownhill Construction Insure, Brownhill Tech Insure and Love Art Insurance

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## TERMS OF BUSINESS

### Who regulates us?

Brownhill Insurance Group Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA reference number is 306131. Our permitted business is advising on, arranging, transacting and administering general insurance contracts. You can check this on the Financial Services Register by visiting the website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on FREEPHONE 0800 111 6768. We are also registered credit brokers allowing us to arrange monthly premiums.

We are required to give you certain information as contained in this document. Please use this information to decide if our services are right for you.

### Our Service

We act as insurance brokers on your behalf. We will normally advise and make a recommendation for you after we have assessed your needs. If this is not the case, we will let you know when quoting. We only act as agent of an insurer when placing your business.

### What products do we offer?

We usually select products from a wide range of insurers. Where circumstances restrict our choice to one or a limited number of insurers, we will let you know within our quotation.

### Our Remuneration

We can earn by charging you a fee for our service or by receiving a commission, which is a percentage of the premium, from the insurance provider, or a combination of both. Whenever we charge a fee, it will be notified to you in advance and shown separately from the premium. You have a right to request information regarding any remuneration that we receive from placing or renewing your insurance business or that we have paid to third parties for introducing your business.

This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. Finance charges make the overall cost of the insurance more expensive.

### Information on Fees and Charges

We reserve the right to make charges to cover the administration of your insurance. You will be notified of any such changes in advance with our quotation.

For mid-term adjustments, cancellations, for replacement certificates and other documentation an additional charge of £10 will be made.

In the event of an adjustment that results in a return of premium we will refund the premium due net of our full commission and any charge made by insurers.

Where the premium is being paid by instalments, we will claim our full commission along with any charge made by the insurers in the calculation of any outstanding monies.

### Receipt of Instructions

We do not consider instructions to arrange or change cover to have been received until they reach the relevant personnel in our offices. We do not accept responsibility for instructions which do not reach us due to failures in the postal, electronic or telecommunications systems.

We normally deal with requests to arrange or amend cover on the day instructions are received, or the next working day if a weekend or public

holiday, however, some instructions cannot be processed immediately or without obtaining additional information. Arranging cover or changes to your policy will only take place when they have been agreed and we have confirmed them to you in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you. Refunds of less than £20.00 will be held to credit on your account unless specifically requested otherwise.

### Cancellation of Policies

If you wish to cancel your policy in circumstances other than as described overleaf, you may be entitled to a refund of part of your premium. This depends on the wording of your policy and may not apply to some or all sections. It is also subject to no claims having occurred during the time you have been on cover. If a refund is allowed, it may not be proportionate to the remaining period of cover and you should note that insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged. Also note that cancellation may not be possible until your certificate of insurance has been returned to your insurers. Cancellation of direct debit payments may still leave a balance of premium owing and this may be requested by the insurers.

### Payment Terms

We normally accept payment by cheque; debit or credit card or via the BACS system. We require full payment of the premium prior to cover being placed. You may be able to spread your payments through a credit scheme; we will give you full information of your payment options and details of the interest payable at the time we provide you with a quotation. Please ensure that you can afford any repayments as failure to do so could lead to your policy being cancelled and you incurring a personal debt for any premium arrears.

### How we will handle your money

We will hold money that you pay to us in accordance with FCA rules or under a risk transfer agreement with insurers in one of the following ways:

A **non-statutory trust client bank** account that allows us to use the money held in trust on behalf of one customer to pay another customer's premium before we receive it and to pay premium refunds before we receive payment from insurers. This is standard practice within our industry and we cannot use your money for any other purpose. We do not pay interest on monies held and retain any interest earned.

A **statutory trust client bank account** that only allows us to use the money held in trust on behalf of a customer for paying their premium or providing refunds once they have been received from insurers. We cannot pay other client's premiums from this account. We do not pay interest on monies held and retain any interest earned.

Holding your money in these accounts means that if we become insolvent your money remains protected.

In arranging your insurance, we may use another FCA regulated intermediaries' services. Your premium will be passed to them, but they too are bound by the FCA client money regulations. We will also inform you if we must pass your premium to firms outside of the UK where the protection could be different. Should you not wish to pass premiums to a firm outside the UK please inform us.

### Your duty to disclose information

It is your responsibility to provide complete and accurate information to insurers when you take out and throughout the life of your policy and at renewal. It is important that 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 to any of the questions are true and accurate before signing the document. Failure to disclose any material information to your insurers could invalidate your insurance cover and mean that part, or all of a claim may not be paid. If you are in any doubt as to whether information is material, you should disclose it.

In respect of commercial insurance, it is now your duty under the Insurance Act 2015 to make a "fair presentation" of all aspects of your risk. A video is available on our web site [www.brownhillgroup.co.uk](http://www.brownhillgroup.co.uk) that explains this in more detail.

#### **Quotations**

Unless stated otherwise in our documentation, all quotations provided for new insurances are only valid for a period of 30 days from the date of issue. You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

#### **Claims**

Many insurers provide a 24-hour Helpline in respect of claims, these details are within your policy documentation. Please ensure that you report all incidents that could give rise to a claim immediately once you become aware of them by contacting your insurer or by telephoning our office. Late notification could result in your claim being rejected. You will be advised if you need to complete a claim form or produce documentation to support your claim.

If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until your insurers or we advise that you can. If your claim involves damage to other people's property or bodily injury please pass copies of all correspondence, including solicitors' letters to us immediately; unanswered. Any attempt to negotiate or respond to the incident without prior reference to your insurers or us might prejudice your cover. You should be aware that a claim arising after renewal of the policy has been invited might affect the renewal terms or premium quoted by your insurers.

As part of our service we will assist you with any claim you need to make. Please call your usual contact.

#### **Documentation**

We aim to produce documentation and issue correspondence in a clear, error free and understandable format. In the event of any uncertainty please let us know immediately; we will be happy to clarify the cover provided. You should check all policy documentation to ensure that the details are correct, and that the cover provided meets with your requirements. Any errors should be notified to us immediately. All policies contain conditions and exclusions, and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of policy conditions may result in claim rejection and breach of a warranty may invalidate the cover entirely if it is not complied with precisely.

#### **Cooling off period**

If you take out a personal insurance policy through us you have a right to cancel the cover up to 14 days from the policy commencement or its renewal or from the date you receive your policy documentation, either from your insurers directly or from us. You will be informed if you have such a cancellation right in separate documentation. Should you decide to exercise that right you will be entitled to a refund of premium less an appropriate charge for the period of cover given before the cancellation right was invoked. We are also entitled to make a reasonable charge for the administration of your policy up to the point of cancellation. If the premium has not been paid a charge may be made for the period of cover given prior to the exercise of the right. Should any claim occur prior to the exercise of the right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium paid. To exercise your cancellation right you should contact us at our normal address or your insurers at the address shown on your policy.

#### **Our Right of Cancellation**

We have the right to withdraw our services by giving you 30 days written notice of our intention to cancel your cover. You will be fully informed of our reasons should we decide to take this course of action.

#### **Termination of Authority**

You may terminate our authority to act on your behalf with 14 days written notice or as otherwise agreed. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

#### **Insurer Security**

We will endeavour to place your business with insurers who demonstrate an adequate level of financial solvency and who are regulated to maintain a minimum level of capital. Please note that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions or mismanagement. We therefore do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from an insurer who becomes insolvent or delays settlement.

#### **Transferred Business**

If we take over the servicing of insurance policies originally arranged through another intermediary, or directly with an insurer, we cannot accept liability for any claim arising out of the advice given by that intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection. We would ask you to contact us without delay should any aspect of a policy which has been transferred to us give you cause for concern or if you need an immediate review. Otherwise, we will endeavour to review all transferred policies as they fall due for renewal.

#### **Limit of Liability**

Our liability to you for the services we provide shall not exceed £5,000,000 in connection with any one event or connected events other than injury or the death of any person where no cap on liability will apply.

#### **Complaints**

It is our intention to always provide you with a high level of customer service but if you wish to make a complaint about our service, we have a formal complaints procedure. In the first instance you should contact us at the address on page 1; please address your complaint to Gillian Henderson. We shall supply you with a copy of our complaint procedure upon receipt of a complaint or at any time upon request. You will be advised of any redress available to you should you believe the matter has not been resolved to your satisfaction. If you do not consider that you have received adequate resolution of your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service; we will send you details of this service.

#### **Financial Services Compensation Scheme (FSCS)**

We are covered by the 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 for 90% of the claim, without any upper limit. For compulsory classes of insurance this increases to 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

#### **Confidentiality and Use of Personal Data**

Please refer to our privacy notice for full information in respect of your rights and our use of your data under General Data Protection Regulation. A copy is available on our web site and will be supplied to you on request either by email or by post at your convenience.

#### **Telephone conversations**

Telephone conversations may be recorded for quality control and training purposes.

#### **Applicable Law**

This terms of business document is subject to English Law.

#### **Ownership**

Brownhill Holdings Ltd and BH Holdings Ltd own 100% of our share capital.

**It is essential that you understand our Terms of Business Agreement.**

**If there is any matter about which you require clarification or further information, please do not hesitate to contact your usual advisor, or Ben Henderson, Managing Director, our contact details appear on the first page of this terms of business agreement.**

**PLEASE CONTACT US IF YOU REQUIRE A LARGER PRINT VERSION**