

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

The purpose of this document is to set out the relationship and the services Brownhill Insurance Group Limited (registered office: 2nd Floor, Kent House, 41 East Street, Bromley, Kent BR1 1QQ and company number: 01488763) will provide to you. This document is our standard client agreement upon which we intend to rely ("Terms of Business"). It is essential that you understand our Terms of Business. We recommend that you read the terms carefully and we would like to draw your attention to the following sections: Your duty to disclose information, How we will handle your money, Confidentiality and Use of Personal Data and Limit of Liability. 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, Brownhill Insurance Group Limited.

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 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 Services

We operate as an insurance broker and will act on your behalf in arranging your insurance requirements. 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 may recommend additional insurance coverages as part of our services but will not guarantee that these are exhaustive. If any particular covers are needed, please ensure that you highlight these to us. We only act as agent of an insurer when placing your business.

If you have more than one broker, our liability is limited solely to the advice and policies that we administer.

What products do we offer?

We offer a range of products, and depending on the type of cover you require, we will contact a number of insurers. Where circumstances restrict our choice to one or a limited number of insurers, we will let you know within our quotation. A list of the insurers considered will be made available to you on request.

Our Remuneration

We receive remuneration in connection with your policy(ies) by charging you a fee for our service or by receiving a commission, which is a percentage of the premium, from the insurer, 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.

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 charges 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 will use all reasonable effort to act in accordance with your reasonable 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 that do not reach us due to failures in the postal, electronic or telecommunications systems. Our office hours are Monday to Friday, 9.00am to 5.00pm (except for bank holidays).

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. We reserve the right to refuse your instructions, but we will inform you if we take this action in advance of doing so.

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 by instalments as explained below. 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.

PLEASE CONTACT US IF YOU REQUIRE A LARGER PRINT VERSION

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Instalments

We use established premium finance providers for our customers and provided that you meet their acceptance criteria, you may decide to pay your premium by instalments.

If you decide to make use of their services, then you will enter into a separate contract with them. This means that you will still be required to make the agreed repayments if you decide to cancel the policy, or your insurer becomes insolvent. If you fail to pay your instalments your policy may be cancelled. Your finance provider will provide you with a document explaining the terms of your finance agreement, and you should read this carefully.

For the purposes of arranging premium finance, Brownhill Insurance Group Limited acts as credit broker and in arranging premium finance, we are acting on behalf of, and owe a duty to the premium finance provider.

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 from that other customer and to pay premium refunds before we receive payment from insurers. This is in accordance with standard practice within our industry and we are not permitted to 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 customer'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. If you do not wish us 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 insurance, throughout the term of your policy and at renewal. Once cover has been arranged, you must tell us immediately of any changes to the information you gave us so we can tell insurers about the changes. 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 or 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 that explains this in more detail.

You and you alone are responsible for the accuracy of your sums insured. We do not calculate these for you.

Quotations

Unless stated otherwise in our documentation, all quotations provided for new insurances are 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 services and whilst we are your appointed broker we will assist you with any claim you need to make. Please call your usual contact.

Documentation

We will issue policy documentation to you in a clear and timely manner and as soon as reasonably possible. In the event of any uncertainty please let us know immediately, and we will be happy to clarify the cover provided. You should read all policy documentation carefully 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. If you fail to comply with all terms, it may result in your policy being cancelled or claims not being paid. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.

Right of Cancellation

If you are a customer classified as a “consumer” (i.e. where you are acting for purposes outside your trade, business or profession) you have the right to cancel your policy within 14 days from the policy start date or its renewal or from the date at which you receive your policy documentation, either from your insurer or from us. You will be informed if you have such a cancellation right in separate documentation. If you decide to cancel your policy within this timeframe and you have not made a claim on the policy, you may be entitled to receive a refund of any premium paid less any reasonable costs incurred by the insurer in providing the cover. The terms of your policy may permit insurers to retain the premium in full or to charge short period premiums in the event of cancellation before your policy expires. We recommend that you check your policy documentation for further information or please contact us if you require clarification. Please note our commission and, where appropriate, fees are fully earned from the date your policy commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy. To exercise your cancellation right you should contact us at our normal address or your insurers at the address shown on your policy.

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 cannot guarantee the financial strength of any insurer, and as such we 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 which were 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 losses suffered by you as a direct consequence of any negligent performance of 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. Brownhill Insurance Group Limited will not be liable to you in any circumstances for any special, indirect or consequential loss.

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 2nd Floor, Kent House, 41 East Street, Bromley, Kent BR1 1QQ. Please address your complaint to Gary Tommy – Compliance Director. We will supply you with a copy of our complaint procedure upon receipt of a complaint or at any time upon request. If you remain dissatisfied with the way we resolve a complaint, you may have the right to refer it to the Financial Ombudsman Service, free of charge. Their address is:

The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR.

Telephone Number: 0800 023 4567

Email: complaint.info@financial.ombudsman.org.uk

Further information can be found on the Financial Ombudsman Service website. FOS Website: <http://www.fos.org.uk/>

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, whose website is at www.fscs.org.uk. Alternatively, you can contact the FSCS helpline on 0800 678 1110.

Confidentiality and Use of Personal Data

All information provided by you to us is confidential and will only be disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to our parent company, insurers, professional advisors and service providers such as loss adjusters and approved contractors.

Please refer to our privacy notice for full information in respect of your data protection rights and our use of your data under the UK 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.

Brownhill Insurance Group Limited is registered with The Information Commissioners Office in the UK and undertakes to comply with the Data Protection Act and regulations in dealing with your personal data.

Telephone conversations

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

Applicable Law and Jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and are subject to the exclusive jurisdiction of the courts of England and Wales.

Ownership

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

Entire Agreement

These Terms of Business constitute the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, undertakings between us, whether written or oral, relating to its subject matter. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Business.

Third Party Rights

These Terms of Business are intended to confer rights only on you and us. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

Variations

No variation of these Terms of Business shall be effective unless it is agreed in writing.

Waiver

Our rights and your rights under these Terms of Business may be waived only if specifically agreed in writing by you and us.

Money Laundering/Proceeds of Crime

If we suspect criminal offences such as money laundering or terrorist financing, we are obliged to report this and any evidence or suspicion of financial crime at the first opportunity to the National Crime Agency and/or appropriate law enforcement agencies, and we are prohibited from disclosing such report.

Anti-bribery and corruption

We do not tolerate tax evasion, bribery, fraud, corruption or any other financial crimes.

Sanctions

We reserve the right to suspend or terminate these Terms of Business where we believe performance could be a breach of applicable economic or trade sanctions. This may restrict the provision of insurance cover, our services or payments under any policy.