

Terms of Business Agreement

The Financial Services Authority

The Financial Services Authority is the independent watchdog that regulates financial services. BH&S Insurance Services Limited is authorised and regulated by the Financial Services Authority. Our FSA Register number is 301273 and you can check our status at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. Our permitted business includes advising, arranging, dealing in and assisting with the placing and administration of all types of General Insurance policies.

Confidentiality and Data Protection

We will treat all your personal information as private and confidential to us and anyone else involved in the normal course of arranging and administering your insurance, even when you are no longer a customer. 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. We may use information we hold about you to provide information to you about other products and services, which we feel may be appropriate to you. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries please write to us at our usual office address.

Our Service

We are an independent insurance intermediary, who acts on our customers' behalf in arranging insurance. Our services include: advising you on your insurance needs; arranging your insurance cover with insurers to meet your requirements; and helping you with any ongoing changes you have to make. As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims. If you mislay your policy at any time, we will issue a replacement policy document, if you request it.

Whose products we offer

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. We will confirm, for each individual policy we provide you with, the basis of our advice in our renewal, new business or quotation letter. In certain circumstances we will use the services of another intermediary to place your insurance and in these circumstances we will state the name of the intermediary we use and the name of the risk carrier.

The service we will provide you with

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 & needs and suitability statement, giving reasons for our recommendation. Occasionally we offer non advised products and in these cases you will be clearly advised at quotation and renewal.

What you will pay for our services

We usually receive a commission from the insurer with whom we place your business. We also receive commission for arranging finance agreements for the payment of premiums and we may also receive commission or fees for passing

introductions to other professionals or from Insurers for meeting certain targets regards growth and profitability.

In addition, we normally make the following charges to cover the administration of your insurance:

Arranging new policies	£ 9.00
Mid term adjustments	£ 9.00
Mid term cancellations are refunded NET of commission. We may, in addition, charge a £ 9.00 administration fee.	
Renewals	£9.00
Replacement/duplicate certificates or cover notes	£9.00
Payment of over £400.00 by credit card will incur a 2.0% charge	

Any Minor Errors on Payments will be treated as a fee. This applies for amounts of up to £2.00

Personal lines/Consumer policies cancelled during the 'Right to Cancel' period will be subject to an administration charge of £9.00, in addition to the premium charged by the insurer for the period of cover provided.

Occasionally we may arrange a policy on which we earn no commission (a 'net-premium policy') and in these cases we will advise you of the arrangement fee before you take the policy out. **The specific charge and purpose of any additional charges will always be advised to you in advance.**

Commercial policyholders are reminded of their right to be advised of the level of commission which we receive from underwriters. 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.

Payment Options

We normally accept payment by guaranteed cheque or the following credit/debit cards – Visa, MasterCard, Maestro. You may be able to spread your payments through insurers' instalment schemes or a credit scheme, which we have arranged with an established insurance premium finance provider. We will give you full information about your payment options and the appropriate finance agreement when we discuss your insurance in detail.

Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

Information on how we treat Payments You make to Us

Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agent of the Insurer. All insurance premiums you pay to us 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. Any minor errors of under £2 on payments to us will be retained by us.

In arranging your insurance we may employ the services of other intermediaries who are regulated by the FSA and your premium may be passed to these intermediaries for payment to insurers.

Motor Insurance Database

When we agree to update the Motor Insurance Database for our commercial clients for whom Insurer's do not provide this service we do so at the clients own risk. Any penalty or fines for not keeping the Database up to date are the sole responsibility of the client. Any changes to the vehicles or any errors or omissions must be confirmed to us as soon as possible and within 3 working days.

Credit Checks

To ensure that you receive the best premiums available credit checks will normally be carried out when you receive a quotation and at each renewal. If you do not want us to carry out credit checks or would like more information on this please contact us.

What to do if you have a complaint

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us **by writing** to Mr Graham Harvey, BH&S Insurance Services Ltd, 24 Bampton Street, Tiverton, Devon EX16 6AA or, **by phone** on 01884 256412 or **by fax** 01884 253816 or **email** to info@bhsinsurance.co.uk

We will provide you with a copy of our full complaints procedure and respond to you promptly and always within 5 working days. We will keep you informed of the progress of your complaint and aim to make a final response to you within eight weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded in writing, and will track the progress of the complaint and responses of that party.

After our final response has been issued, if you still cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion.

The FOS Consumer Helpline is on **0845 080 1800** and their address is:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Your Right to Cancel

Personal Lines/Consumer Customers have a legal right to cancel your policy for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge will apply for the period of cover provided and, in addition, we make an administration charge as detailed above.

If you wish to cancel a policy you must advise us in writing, prior to expiry of the 14-day cancellation period, to our usual office address.

Commercial policyholders do not benefit from the cancellation rights extended under the Insurance Mediation Directive and the cancellation terms under your policy will be shown in the policy document. You should note that often no refund will be permitted. If you wish to cancel a policy you must advise us in writing to our usual office address.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full details and further information are available from the FSCS. The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms, like us. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent.

Insurance advising and arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Limitation of Liability

The total liability of BH&S Insurance Services Ltd (including all employees and/or officers) to you for any and all claim or claims made against any or all of them together with legal fees and/or other expenses shall not exceed the sum of £5,000,000.

This applies to all or any such claim or claims including but not limited to claims for breach of contract and or negligence. BH&S Insurance Services Ltd shall not be liable for any indirect or consequential loss or damage suffered by you, however caused, under or in connection with this agreement.

Nothing in this agreement shall operate to exclude or restrict either party's liability for i/ death or personal injury resulting from the negligence of BH&S Insurance Services Ltd or ii/ fraud or misrepresentation.

Language Used & Applicable Law

The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract. This Terms of Business is subject to English Law and the jurisdiction of the English Courts.

Your Duty to Give Information

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance.

It is important that you ensure that all statements you make on proposal forms, statements of fact, claim forms and other documents are full and accurate.

Please note that if you fail to disclose any information or change in circumstances to your insurers which could influence the cost, or their decision to accept your insurance, this could invalidate your insurance cover, and could mean that part or all of a claim may be not be paid.