Terms Of Business –Client Agreement

If you would like this document in larger print or another format, please contact us.

By asking us to quote for, arrange or handle your insurance or otherwise ask us to perform any of the services described in this document, you are agreeing to the terms set out below. It is important that you read this document carefully and keep it safe for future reference. If there is anything you do not understand, please ask us for an explanation.

1. The Regulator

Lloyd & Whyte Community Broking Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Registered number is 301273. You can check our status at https://register.fca.org.uk/s/ or by contacting the FCA on 0800 111 6768. Our permitted business includes advising, arranging, dealing as agent, assisting in the administration and performance of general insurance, credit broking and debt collecting.

2. Our Activities

The FCA has authorised us to advise, arrange, deal in, and assist with the placing and administration of all types of General Insurance policies (non-investment contracts). We are also authorised to carry out Credit Broking which means arranging credit facilities for customers who would like to pay their insurance premium by instalments.

3. Our Service

We are an insurance intermediary and use our knowledge and expertise to help you find appropriate insurance for your specific needs.

We act as an intermediary between you and the insurer. While we can arrange cover for you and provide reasonable guidance with any insurance queries you may have, including claims, it is not Lloyd & Whyte Community Broking Ltd who provides cover or manages your claim. At no point do we negotiate settlement of your claim with your insurers. This is the insurer's responsibility.

We act on your behalf when advising, sourcing, and administering your policy. However, we act as an agent of the insurer in binding the insurer to the policy, collecting premiums and handling refunds (see "Money" section). We have in place management controls to deal with any conflicts of interest that might arise.

We will ask questions to enable us to assess your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties. These will be considered in your demands and needs.

We will provide you with advice and guidance, after assessing your needs and recommend a suitable policy based on our experience of dealing with similar risks.

We also offer Home Buyers Protection Insurance on a non-advised basis via our website. This means we will only be offering information for you to decide to purchase your policy and will not make a personal recommendation. If you require assistance or advice, please discuss it with us.

4. Our Product Selection

We offer products from a range of product providers (i.e. insurers) and sometimes other distributors (i.e. sub-agents) to access products. Our selection usually involves presenting to a reasonable number of insurers that will insure for the risk at hand, this is called a fair and personal analysis of the market.

Sometimes we may only approach a specified number of product providers (i.e. insurers) and this is known as a panel, or in some cases, we may only approach one product provider (i.e. Preferred Provider/Specific scheme) this is where we have selected an individual product provider as our in-house scheme (a scheme is a tailored insurance solution for customer groups with common needs), in either case, we will tell you the basis as part of our advising process.

The processes we have in place means that the characteristics of these products take account of our target customer's demands and needs and include sourcing products from one or more of the product providers we deal with. We will advise you if we are contractually obliged to use any insurer.

We can provide a full list of the product providers and, where relevant, distributors, can be provided upon request.

All the products we offer are manufactured by product providers (usually the insurer providing covers). As a distributor we have measures in place to:

- Obtain information about the product, the product approval process and understand the identified target market.
- Ensure we understand the value assessment that the manufacturer has undertaken, so we can distribute the product accordingly.
- Consider the impact that our distribution strategy and process have on the value of any product.
- Provide information to support the manufacturer in their product reviews.
- Amend our distribution processes if we identify it results in harm to our customers.
- Carry out annual product reviews for all products.

We may use product 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.

5. Nature & Basis of Remuneration

Other than the fees referred to in Section 6, the insurer(s) pays us a percentage of commission from the total premium for arranging the policy with them on your behalf. With some insurers, if the type of policy we sell reaches specific profit targets or a minimum amount of growth, the insurer(s) also pays us an additional bonus.

We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. Our level of commission is not linked to the interest rate on the agreement but the amount of commission we receive does vary depending on which finance agreement you choose to enter in to.

Commercial Clients - Prior to the conclusion of each insurance contract, or upon renewal, you have the 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 because of placing your insurance business.

6. Administration Fee

We may charge you a fee for arranging, renewing, or making a mid-term change to your policy to cover the administration of your insurance. These charges are shown below and will be confirmed before you proceed with cover. *The fees are current at the time of printing, but we do reserve the right to vary them if necessary. You will be notified in advance of any changes.*

Commercial Insurance Policy (1 Policy)	£55
Commercial Insurance Policy (2 Policies, same renewal date)	£100
Commercial Insurance Policy (3 Policies, same renewal date)	£142.50
Commercial Insurance Policy (4 or more, charge per policy)	£45
Personal Lines Policies	£30
Mid-Term Adjustments	£25
Bank Charges as incurred per payment	£35
Cancellation of Personal Policy	£30
Cancellation of Commercial Policy	£55

Occasionally we may arrange a policy on which we earn no commission, and, in these cases, we will advise you of the arrangement fee before you take the policy out. We may also make additional charges specific to the arrangement and servicing of certain policies, but these will always be advised to you in advance and are shown on the relevant documentation.

7. Client Money

We will hold money that you pay to us in accordance with the regulator's rules or under a risk transfer agreement with insurers. This will include holding your money in the following way:

Where we hold a risk transfer agreement, we hold money as agent of the insurer. Any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Premium refunds are treated as received by you when they are actually paid to you.

We do not pay an interest on premiums held by us while arranging and administering your insurance. Unless you tell us otherwise you are consenting to us holding your money in this way. By holding your money in this way means that if we become insolvent your money remains protected.

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out transaction on your behalf through that person.

We may also transfer Client Money to a professional services firm such as a loss adjuster, surveyor or valuer unless you instruct us otherwise.

8. Cancellation Fees

Upon cancellation of your insurance, other than at renewal, the terms of your policy may allow the insurer to retain the premium in full or charge short-period premiums as long as no claims have occurred. Please refer to your policy wording for full details.

Cancellation premiums will be refunded NET of our administration fee.

Commission and fees are earned for the policy period on placement, and we will be entitled to retain all fees and commission in respect of the full policy period in relation to policies placed by us. Cancellation fee applies please refer to fees table in section 6.

9. Automatic Renewal

Where your policy is set to automatically renew (please check your documents) the renewal premium will be collected automatically from your bank.

You have an option to cancel the auto renewal at any time by contacting either us or your insurer via telephone, post, or email.

Please notify us as soon as possible if you do not want your insurance to automatically renew.

If you choose to cancel the auto renewal or your policy is not set to automatically renew, then it is important that you contact us to renew your policy, as if we do not hear from you, all cover will cease as of the expiry date shown in your renewal schedule.

10. Cancellation Rights

10.1. *(Consumers)*

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies 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 may apply for the period of cover provided and, in addition, an administration charge will apply as shown in Section 8 – "Cancellation". Cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

10.2. *(Commercial Clients)*

Should you wish to cancel your policy, your request must be made in writing to us and you should return any relevant documentation. In the event of cancellation, charges for our services will apply in accordance with section 8 above. The terms of your policy may allow insurers to retain the premium in full or charge short-period premiums in the event of cancellation before the policy expires.

11. Duty to Give Information

11.1. *Consumers*

It is your duty to take reasonable care not to make any incorrect or misleading statements when answering any questions from us or the insurer prior to entering into the insurance policy or when varying an insurance policy. If you do not understand the meaning of any question, or if you do not know the answer, it is important that you tell us or your insurer.

Where we provide you with an insurance quote at renewal which is based upon information that you previously provided to us, you should review this information to ensure that it is still accurate and to check whether your circumstances have changed.

Any failure to take reasonable care when answering any questions from the insurer or us on the insurer's behalf, prior to entering into the insurance policy may invalidate your insurance cover or may result in your insurance cover being reduced. Where you provide us with information over the phone and a member of our team completes the proposal form or statement of fact, you are responsible for checking any written summary of this information that you are sent. You must let us know immediately of any errors or omissions.

11.2 *Commercial Clients*

You have a duty under the Insurance Act 2015 to make a fair presentation of the risk to your insurer in accordance with the law. This duty applies when you take out your insurance cover, when any changes are made to your policy mid-term and when you renew your insurance. A fair presentation is disclosure of risk information in a manner that is reasonably clear and accessible; including every material fact, which is known or ought to be known by an insured's senior management, or those responsible for arranging the insurance, following a reasonable search.

If you do not make a fair presentation of risk to us and fail to advise us of any inaccuracies or omissions your policy may not protect you in the event of a claim. The insurer may at their option:

- Declare your policy void (treating your policy as if had never existed)
- Change the terms of your policy.
- Reduce the amount of any claim's payments.

12. Premium Finance

Where you decide to pay by instalments, we act as a credit broker and not as the finance lender and will introduce you to a Premium Finance Provider.

Using premium finance makes the overall cost of the insurance more expensive. A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you decide whether to proceed.

We have agreements in place with Premium Credit Limited, Close Brothers Premium Finance and PremFina Limited.

We will not make a specific recommendation or provide you with specific advice, we will give you the relevant information you require, honestly, fairly, and professionally and in a way that is in your best interests. This may include information about one or more agreements that you may be eligible for, so that you can compare them, which will enable you to make your own choice about whether to go ahead with any finance agreement.

When we are aware there is an alternative premium finance arrangement available, with a lower annual percentage rate, for example direct with your insurer, we will let you know. This will enable you to make an informed decision.

Rates and acceptance may be subject to a credit check. In the event of your failure to meet with the contractual obligations regarding payment, the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder, and the finance company direct, not us or the insurer. It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.

We do not charge any fees to you for introducing you to a finance lender, however, financial lenders remunerate us in the form of commission for their credit broking arrangements with our clients.

13. Conflicts of Interest

The Parties will adopt and/or maintain procedures to ensure that each has in place arrangements for the identification and management of any conflicts of interest that may arise in relation to any Insurance Business.

14. What to do if you have a complaint

Our aim is always to provide a first-class service, however we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible by contacting the office either in writing to **Complaints Officer, Lloyd & Whyte Community Broking Ltd, Affinity House, Bindon Road, Taunton, Somerset, TA2 6AA**, or phone: **01823 250700** or email: complaint@lloydwhytecommunity.com. A full copy of our complaint's procedure is available on request.

If we are unable to resolve the issue to your satisfaction by the end of the third business day following receipt, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response no later than 8 weeks.

If you are not happy with our response after a period of 8 weeks, you may be eligible to refer the matter to the Financial Ombudsman Service (FOS). For further information you can visit the FOS website www.financial-ombudsman.org.uk

Your Details: *It is your responsibility to notify us immediately if your contact information changes including address, telephone number and email.*

15. Financial Service Compensation Scheme

Lloyd & Whyte Community Broking Ltd is covered by the FSCS. If we are unable to meet our obligations, you may be entitled to compensation. If you are eligible to claim, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without an upper limit.
- 100% of the claim without any upper limit For compulsory classes of insurances (for example, motor insurance and employers' liability insurance)

Further information about compensation scheme arrangements is available from the FSCS on **0800 678 1100** or **www.fscs.org.uk**

16. Recording of telephone calls

Your call may be recorded for training or monitoring purposes. We ensure all call recordings are protected in the same way as any other digital or written data in strict accordance with the General Data Protection Regulations (GDPR) and The Data Protection (DPA) 2018.

17. Our Customers Best Interests

Our primary aim is to ensure for any customer (or potential customer) that we act honestly, fairly and professionally and in the customers best interest including giving customers information they might need to understand the relevance of any information we provided, as well as objectively giving that information when it is most useful to a customer to enable informed decision making.