

## TERMS OF BUSINESS

**Our Service** - We are an Independent Insurance Intermediary and we will act on your behalf in:

- a) Arranging your insurance cover with insurers to meet with your requirements or where requirements cannot be fully met, provide you with enough information to enable you to make an informed decision;
- b) Providing advice and helping you with any changes that you need to make to your insurance during the policy period;
- c) Telling you when you need to renew your policy in time to allow you to consider and arrange any continuing cover.

However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances may occur so that you will be aware of any possible conflicts of interest.

Please contact us if you require a copy of our policy.

If UKGlobal Risk Solutions Ltd or any of its directors or employees has an interest in any business you ask us to transact, we will write to you with details of the conflict of interest before we carry out your instructions.

**Who Regulates Us?** - UKGlobal Risk Solutions Ltd is authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates financial services. Our FCA number is 460003. You can check this on the FCA's Register by visiting the FCA's website: [www.fca.gov.uk/register/home.do](http://www.fca.gov.uk/register/home.do) or by contacting the FCA on 0800 111 6768.

**Who Owns Us?** - We are owned by UKGlobal Holdings Ltd and ISO Investments Ltd.

**Treating Customers Fairly** - We set high standards for ourselves and it is our intention to treat customers fairly at all times. We have appointed Stephen Proctor to oversee TCF within the firm. If at any time you feel that you have not been treated fairly please contact us in order that the matter may be addressed.

**Claims** - As part of our service we can assist you with any claim you need to make. When you first become a customer, we will give you details of how you can make a claim and tell you what your responsibilities are in relation to making claims. If you are ever in any doubt as to what action to take in the event of a claim, please contact us at either of the following offices:

- a) UKGlobal Risk Solutions Ltd, 3rd Floor Quadrant House, Croydon Road, Caterham, CR3 6TR Tel: 01883 333 500
- b) UKGlobal Risk Solutions Ltd, 1 City Road East, Manchester M15 4PN Tel: 0161 228 3611

**Complaints** - It is our intention to provide you with a high level of customer service at all times. If you wish to make a complaint about our service we have a formal complaints procedure. In the first instance, please contact Stephen Proctor, UKGlobal Risk Solutions Ltd, 1 City Road East, Manchester, M15 4PN. Telephone 0161 200 1831. Email: [stephen.proctor@ukglobalgroup.co.uk](mailto:stephen.proctor@ukglobalgroup.co.uk). We shall supply you with a copy of our complaints procedure upon receipt of a complaint or at any time upon request. If we are unable to resolve your complaint satisfactorily, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further information is available by calling the FOS on 0800 023 4567 or at <http://www.financial-ombudsman.org.uk>

Alternatively, if your complaint relates to an insurance policy issued by a Lloyds underwriter you can refer the matter to the Complaints Team at Lloyds. The contact details are: The Complaints Team, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Telephone: +44 20 7327 5693. Fax: +44 20 7327 5225. E-Mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

**Contacting Us** -If you have any queries on our Terms of Business, please contact:

Philip Truman, UKGlobal Risk Solutions Ltd, Quadrant House, Croydon Road, Caterham, Surrey CR3 6TR

Telephone: 01883 333 500

Email: [philip.truman@ukglobalgroup.co.uk](mailto:philip.truman@ukglobalgroup.co.uk)

**Placing Your Insurances** - We sell and advise on a wide range of both personal and commercial insurance products. For the majority of the products we offer we provide advice or information on the basis of a fair analysis of the market from a wide range of insurers. In other circumstances where we believe it is in your best interests, we will deal with a limited number of insurers, or exclusively with a single insurer, from which we select a policy to meet your needs.

Whilst we take every care to check the financial stability of any firm with which we place business, we cannot be held responsible if that firm subsequently ceases to trade.

We may be required to verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations and will request the necessary evidence from you to prove your identity. Failure to provide satisfactory evidence could result in the product not proceeding.

**Your contract of Insurance – information and changes we need to know about** - You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If you are in doubt, please contact us. If the information provided by you is not complete and accurate:

- The Insurer may cancel your policy and refuse to pay any claims, or
- The Insurer may not pay any claim in full, or
- Your premium may be revised and/or change the compulsory excess, or
- The extent of the cover may be affected.

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 shown to any of the questions are true and accurate and amend where necessary before signing the document. Failure to provide requested information to your insurers could invalidate your insurance cover and mean that part or all of a claim may not be paid.

**Our Income** - We can earn our income as a percentage of the premium you pay (a commission from the insurance company), a separate fee charged to you or a combination of the two. Our earnings are based on the size of your business and the amount and complexity of the work necessary to service your insurance requirements to a high standard at policy renewal or inception and during the subsequent policy period. The commission we can receive is usually between ten and thirty five percent of the premium charged although this can be higher on certain property owners' policies. We act as your agent aiming to obtain for you the most appropriate insurance cover at the most competitive premiums – we will not compromise our duty to you in order to maximise our income; however, if by negotiating reduced premiums for you our commission falls below a sufficient level to service your requirements we may charge you an additional fee.

Other payments relating to services provided by us for insurers, over and above the placing of the business, may be made by insurers. Such service payments may be received either as an increased commission or some other method of payment determined by insurers. Payments may also be received from other companies for additional services. Such remuneration is only earned on the basis that it does not detract from our obligation to act in our client's best interest at all times. No supplement above our commission will be added to any premium charged unless we notify you in advance and in writing. If you want to know how much commission insurers pay us, please just ask. We earn the entirety of our commission and/or fees when your risk is successfully placed and take our commission and/or fees immediately upon receipt of payment unless agreed otherwise with your insurer.

There are also occasions on which we make other charges to clients. These may be remote from arranging the policies e.g. risk management work, in lieu of commission or supplemental to commission paid by insurers. If we propose to make a charge, we will advise you of its basis before we carry out any chargeable work.

**Payment Terms** - We require full payment of the premium within 14 days of cover being effected. If you do not pay a premium on the due date, we reserve the right to cancel the insurance policy ab initio (from inception) and to exercise our legal rights in regard to such non payment. In addition, insurers may cancel the insurance policy, which we have arranged on your behalf in the event of non-payment of premium. We normally accept payment by guaranteed cheque or credit card or the bankers automated clearing system (BACS). A charge of 2.0% will be levied for all transactions that are paid by credit card. You may be able to spread your payments through an instalment facility. If you choose to enter in a finance arrangement, this will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. 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.

Please note that we only use Close Brothers for the provision of premium finance facilities. Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

**Direct Debit/Instalment Agreement Defaults** - If any payment in respect of a credit agreement is not met, you acknowledge and agree that we may instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use it to offset any outstanding costs.

**How We Will Handle Your Money** - Our Non-Statutory Trust account has been set up in accordance with strict rules laid down by the Financial Conduct Authority. We are the Agent of insurers for the collection of certain premiums. We are required to inform you that we may use your premium to settle premiums due under other policies including those payable by other clients. Similarly, claims and premium refunds can also be paid to a client before receiving remittance of those monies from the insurer. In arranging your insurance, we may employ the services of other intermediaries who are regulated by the FCA and your premium may be

passed to these intermediaries for payment to insurers. We will retain any interest of investment returns derived from holding your money.

**Mid-term Adjustments or Cancellations** - In the event of an adjustment that results in a return of premium or cancellation mid-term 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.

**Professional Indemnity Insurance** - We maintain Professional Indemnity cover in order to meet the cost of providing compensation if a client suffers financial loss as a result of our neglect, error or omission.

**Financial Services Compensation Scheme (FSCS) for General Insurance Advice and Arranging** - 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. Further information about the compensation scheme is available from the FSCS at <http://www.fscs.org.uk> or telephone 0800 678 1100.

**Confidentiality** - All personal information about you will be treated as private and confidential. We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. Your personal information will be kept secure and will be shared with insurers and other suppliers (who may transfer and process such information outside the EEA) for the purpose of obtaining quotes, arranging and marketing insurance, which may include the completion of credit searches.

**Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register** - Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Limited and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be accessed by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, MIIC and your motor insurer to identify relevant policy information.

**Motor Insurance Database (MID)** - If an insurer specifies that a client must take responsibility for populating and updating the MID, UKGlobal Risk Solutions Ltd cannot accept responsibility if a client fails in their obligations to do so as set down by current legislation.

**Clients Compliance with Health & Safety (and similar) Requirements** - UKGlobal Risk Solutions Ltd cannot be held responsible for a client's non-compliance with Health and Safety (or similar) requirements. We may recommend the services of an outside Health and Safety consultancy company to assist a client with Health & Safety however; we cannot ultimately take responsibility that our clients comply with such matters.

**Prevention of Bribery** - It is our intention to meet the requirements of the Bribery Act 2010. We have appointed Stephen Proctor with overall responsibility for the prevention of bribery. If at any time, you feel that we have not acted in a way that meets the requirements of the Bribery Act 2010 you should contact us immediately.

**Termination** - You or we may terminate authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will not affect the completion of any transaction already initiated on your behalf or the renewal with existing insurers after renewal terms have been negotiated by ourselves and presented to you, except in circumstances when documentary evidence of any serious defect in the existing cover can be provided.

**Applicable Law** - This Terms of Business document is subject to English Law and English Courts will have exclusive jurisdiction.