



# Terms of Business

## 1. About this document

Please read this document carefully. It sets out the terms that apply to our appointment and contains details of our regulatory and legal responsibilities, as well as your obligations. Use this, along with the other information we supply, to decide if our services are suitable for you. In particular we draw your attention to section 11 which details how we are paid and section 20 which details the maximum amount we will be liable for in the event of negligence. These terms become effective as soon as we start exchanging information about your insurance requirements and supersede any previous versions. By instructing us to act on your behalf you are agreeing to be bound by them. If there are any terms you do not understand, please ask us for clarification.

## 2. About us

Marlow Gardner & Cooke Ltd (the Company) of Boon Court, Papyrus Road, Werrington, Peterborough PE4 5HQ is a company incorporated in England and Wales (registered no. 793637) and authorised and regulated by the Financial Conduct Authority (FCA) under registration number 307021. You can check our permissions on the FCA Register by visiting their website at <http://www.fca.org.uk/register> or by calling them on 0800 111 6768.

For our joint protection, please be aware telephone calls may be recorded.

## 3. Our Service

We are an independent insurance intermediary committed to Treating our Customers Fairly. We act on your behalf as your agent in arranging your insurance cover, except in limited circumstances which we will make you aware of if they arise.

We offer a wide range of products and our service may include:

- Advising on and recommending insurance cover following an assessment of your demands and needs;
- Negotiating terms on your behalf with insurers;
- Providing you with sufficient information so you can make an informed decision as to which policy you want;
- Taking your instructions and making arrangements with the insurer for your cover to start;
- Helping you with any ongoing changes and providing assistance should you need to make a claim.

Depending on the type of cover you require, we will:

- Look at a **range of insurers** that is representative of the insurance market; or
- Select from a **limited panel** of insurers; or
- Offer you a contract from a **single insurer**.

We will confirm which applies before we arrange your insurance contract. A list of the insurers considered will be available on request.

## 4. Your duty to disclose information

**Consumers:** If you are purchasing insurance for purposes unrelated to your trade, business or profession (e.g. your personal motor or home insurance) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge.

**Commercial customers:** If the insurance is arranged wholly or mainly for purposes related to your trade, business or profession you must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means you must disclose anything that might influence the judgement of an insurer in setting the premium and terms and determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it. You are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers. A senior manager is anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether that individual is a member of your board or is formally in a management role. You must consult with anyone who has particular knowledge about the risks to be insured.

**All customers:** You must provide us with complete and accurate information about your circumstances at all times. This applies prior to the inception of any cover, throughout the life of your policy and at renewal. Failure to do so could invalidate your cover and lead to the declination of your claim or only partial payment. If you wish to check or clarify information previously provided or check what constitutes material information please contact us.

## 5. Checking communications and documentation

It is important that you ensure all statements and facts disclosed on proposal forms, statements of facts, claim forms and other documents are full, true and accurate and pay particular attention to any declaration you may be asked to sign. Where forms are completed on your behalf you must check them for accuracy and completeness before signing them. You should read all insurance communications and documents issued to you and ensure that you are aware of and understand the cover, limits and other terms that apply. Particular attention should be paid to any warranties and conditions as failure to comply with them could invalidate your cover and mean a claim might not be paid. If the policy does not accurately reflect your instructions, please notify us immediately.

## 6. Quotations

Unless otherwise stated in our documentation, all quotations provided for new insurances are valid for 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 to insurers in proposal forms or declarations is different to that provided at the time of the quotation. Requests for cover and proposals for insurance are subject to acceptance by Insurers. Specimen policy wordings are available on request.

## 7. Renewals

Please note, unless you advise otherwise, we will rely on the information previously provided in connection with the insurance policy or policies that are subject to renewal. Failure to notify us or your insurer of any incorrect information or change in circumstances may lead to your policy being cancelled or your claim rejected or not fully paid.

If we do not hear from you before renewal we may renew your cover on your behalf, if we believe it is in your interests, although we are not obligated to do so. Where we do this, you will become liable to make payment to us and/or your insurer or continue payment by instalments, as applicable.

## 8. Receipt of instructions

Please note instructions sent by post, text, electronic mail or fax, or left on voicemail, are not deemed received by us until they reach the relevant personnel in our offices and have been acknowledged. For the avoidance of doubt, cover is not in place until it is confirmed by us. We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunication systems.

Sometimes your instructions to make changes cannot be processed without obtaining additional information, in which case we will contact you as quickly as possible. We will confirm changes to your policy in writing once they are agreed and advise you of any extra premiums you must pay or premiums we must return to you.

## 9. Transferred business

If we take over the servicing of insurance policies which were previously arranged through another intermediary or directly with an insurer, we do not accept any liability for errors or omissions in the cover arranged until we have completed a review of the policies and made our recommendations relative to your requirements.

## 10. Confidentiality and use of personal information

We agree to keep all information provided by you to us confidential, save that you authorise us to:

- a) Disclose such information to insurers and their agents for the purposes of obtaining insurance quotations for you, placing insurance on your behalf and all other matters relating to your insurances, including the making of claims;
- b) Share such information with our own insurers and professional advisors on terms that preserve confidentiality or where we are required by law or by order of the court to disclose such confidential information.

However, we will not be bound to keep any information confidential where it is or becomes in the public domain, it was already known to us or becomes known to us independently of you, or if you authorise us to disclose such information.

You have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the Managing Director at the above address.

We may use the data we hold about you to provide you with information about other products and services which we feel are appropriate. You are requested to let us know if you do not wish to receive this information.

We and/or the insurers and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify your identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on your behalf. Each of the searches may appear on your credit report whether or not your application proceeds. By agreeing to these terms of business you agree to these uses of your information.

## 11. How we are paid

Remuneration for our services is normally in the form of commission (a percentage of your insurance premium) payable by the insurer or service provider. In addition we may also charge you a fee to cover the administration of your insurance. This may be in addition to commission or partly or wholly instead of commission for a specific policy or portfolio of policies.

When you take out or renew a policy with us we may charge an administration fee in addition to the insurer's premium. When we do so, we will tell you the amount of the fee before you are committed to paying it and show it clearly on our documentation. Any change to your policy after inception or renewal may be subject to an administration fee of £10.

In the event of a policy being cancelled mid-term, and not replaced by another policy, we reserve the right to retain the commission and any fees earned on the original transaction. Under certain circumstances, we may also receive additional remuneration from some insurers where our account with them meets certain pre-agreed volume or profit targets or for certain administrative expenses. Also we may receive income from premium finance providers where we have introduced business to them.

Commercial customers are entitled at any time to request information regarding the payment which we may have received as a result of placing your insurance business.

## 12. Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your policy is treated as being paid for), or we hold it in trust for our clients. All premiums received from clients are co-mingled within a client Non Statutory Trust Bank Account. Our commission and fee earnings are withdrawn from this account within 25 business days of receipt. We may need to transfer your money to another intermediary in some cases. However your money will be protected at all times to the extent of the protection offered by the requirements of the FCA. We also reserve the right to retain interest earned on the client account. By accepting this Terms of Business document, you are giving your consent for us to operate in this way.

## 13. Terms of payment

We normally accept payments by cheque, credit or debit card or by bank transfer. Subject to certain acceptance criteria, payment by instalments can be arranged with specialist premium finance providers. We will give you full information about premium payment options when we provide quotations and at renewal.

You are responsible for the prompt payment of insurance premiums so that we can make the necessary payments to your insurers. We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

## 14. Cancellation of policies

Consumers (persons purchasing insurance not in connection with their trade, business or profession) may have cooling off cancellation rights which can be found in your policy documentation. Generally, Consumers have the right to cancel a policy within 14 days of the day you receive your documents or go on cover, whichever is the later event. This right does not usually apply to policies of less than one month duration, such as short term travel insurance. If you are unsure of your rights and how to exercise them please contact us for guidance.

Cancellation terms vary according to the type of policy and the insurer. Commercial clients are not entitled to a cooling off period and many commercial policies do not allow for any refund of premium if a policy is cancelled mid term, such as where a minimum and deposit premium has been charged. Those policies that do allow for a refund will not necessarily be proportionate to the remaining period of cover.

Please note cancellation may not be possible until you have returned your certificate of insurance and any official documents. Also, cancellation of a direct debit does not necessarily cancel a policy and any balance of premium owing will still be requested.

## 15. Claims and incidents

It is essential to notify us immediately of all incidents that may result in a claim as soon as you become aware of them. You must do so whether you believe you are liable or not. If you do not, an insurer may refuse to deal with your claim or reduce the amount that you receive from them. We will provide you with assistance in submitting any claim and help you to obtain settlement from insurers. As an alternative to contacting us, many insurers provide a 24-hour Helpline in respect of claims and you should consult your policy documentation for contact details.

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 we or your insurers confirm that you can.

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident, without prior reference to your insurers or us, may prejudice your cover.

You should be aware that a claim arising after renewal of a policy has been invited may affect the assessment and acceptance of renewal by your insurers. In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

## 16. Complaints

It is our intention to provide a high level of customer service at all times. Should there be an occasion when we do not meet your expectations you can contact our Managing Director using the details with these terms. We will acknowledge your complaint within 5 working days and supply a final response within 8 weeks from the initial receipt of the complaint. If we are unable to resolve the complaint within this timescale we will explain why. You may be entitled to refer your complaint to the Financial Ombudsman Service. Further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## 17. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. 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 Compensation Scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk).

## 18. Insurer security

Wherever possible, we only use reputable Insurers. If your personal demands and needs mean that the choice of insurer is restricted to markets we would not normally recommend we will make you aware of our concerns.

It should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot therefore guarantee the financial stability of any insurer or underwriter, nor do we accept any liability for any losses or costs suffered by you in the event of any Insurers insolvency or other financial difficulty.

## 19. Conflicts of interest

We aim at all times to treat you fairly. Occasions can arise where we will have a potential conflict of interest with the business being transacted for you. If this happens and we become aware that a potential conflict exists, we will seek to agree with you the best way to protect your interests and will ask you to confirm that you are happy to proceed on the basis proposed.

## 20. Limitation of liability

We limit our liability in respect of any act or omission to a sum of £5,000,000. This does not restrict liability for death or personal injury caused by our negligence or for wilful default, fraud or fraudulent misrepresentation. Liability for indirect or consequential losses is excluded. We do not accept liability for losses which are contributed to by your own negligence, arise from your failure to provide information which we have reasonably requested about your insurance risks, or which are not a reasonably foreseeable consequence of our actions.

You acknowledge and agree that you are only entitled to claim against the Company, and not individual employees and consultants.

## 21. Termination of authority

These terms of business and our authority to act on your behalf may be cancelled by mutual agreement or by either party giving 7 days notice in writing to the other. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

It is not our standard practice to continue to handle outstanding claims following the termination of authority to act for you. Any agreement to do so must be specifically negotiated and a charge may apply.

## 22. Prevention of financial crime

You agree to provide such evidence and information as we may reasonably require about your identity, and that of your associates, in order to comply with our obligations under money laundering legislation. We are obliged to report to the National Crime Agency any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

## 23. Third party rights

Nothing in these Terms of Business will give any person any right to enforce any term which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

## 24. Law and Jurisdiction

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

## 25. Severance

If a Court or any other competent authority find any provision of these terms of business (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these terms of business shall not be affected.

If any invalid, unenforceable or legal provision of the terms of business would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 26. Force majeure

We shall not be liable to you if we are unable to perform our service as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practical.



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