

Reich Insurance Brokers – Terms of Business

IMPORTANT NOTICE TO CLIENTS OF REICH INSURANCE BROKERS EXPLAINING OUR TERMS OF BUSINESS AND INDEPENDENT INTERMEDIARY STATUS FOR GENERAL INSURANCE

1. Definitions - “We/us/our” means Reich Insurance Brokers, Medal House, 197 Chapel St, Manchester, M3 5EQ. Our telephone number is 0161 834 8877. Our fax number is 0161 835 1656. Our general e-mail address is info@reichinsurance.co.uk.

2. Who regulates us? – we are authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 304335. This can be verified either by visiting the FSA’s website, <http://www.fsa.gov.uk/register> or by telephoning the FSA on 0845 606 1234.

Our permitted business is:-

- advising customers on non-investment insurance contracts
- arranging (bringing about) deals in non-investment insurance contracts
- making arrangements with a view to transactions in non-investment insurance contracts
- dealing as agent in non-investment insurance contracts
- assisting in the administration and performance of a non-investment insurance contract

3. Explaining our service – We act as Independent Intermediaries on your behalf and accept responsibility for advice given. Our service includes:-

- Discussing and establishing your insurance needs
- Arranging appropriate insurance cover with insurers which meets your requirements
- Assisting you in making any necessary mid-term amendments or additions
- Advising and helping you with any claim you need to make

We sell and advise on a wide range of both personal and commercial insurance products from a large group of insurers and have access to the leading companies in the marketplace. We offer a personal service and use all resources available to us to source quality insurance products at a competitive price. We will tell you if we are acting as an Appointed Agent or Sub-Agent for any other intermediary in arranging your insurance.

Please note that our Uninsured Loss Recovery Scheme is not an insurance product and, as such, does not fall within FSA regulation.

All quotations are subject to change in respect of the amount of premium indicated and/or the terms and conditions that are applied.

4. Professional Indemnity – We exceed the minimum requirements in respect of Professional Indemnity Insurance as laid down by the Financial Services Authority.

5. Confidentiality/Data Protection – Unless required by law, public interest, or you provide consent, all information you supply will be kept confidential to us and parties involved in the normal course of arranging and administering your insurance. We may use this information in order to notify you of other products and services we sell which we feel may be of interest or appropriate to you – by telephone, email, post or other means. You may exercise your right to request us to stop processing your data for marketing purposes by contacting us on the above telephone number or writing to us at the above address.

We can only take instructions to affect a new policy or amend an existing policy from the policyholder or their legal representative.

We may pass your data to credit reference agencies/finance houses for the purpose of arranging premium payments by instalments. This may also include details of your payment record with ourselves.

Under the Data Protection Act 1998 individuals have the right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other relevant queries, please write to us at the above address. If you require any further information, our Company Data Protection policy is available for viewing at our website: www.reichinsurance.co.uk.

IMPORTANT NOTICE - Insurers pass information to the Claims and Underwriting Exchange Register, run by Database Services Ltd, and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on these Registers. Motor insurance details are also added to the Motor Insurance Database (MID) run by the Motor Insurers’ Information Centre (MIIC) that has been formed to help identify uninsured drivers and may be searched 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 the Motor Insurance Bureau to identify relevant policy information. Other insurance related databases may also be added in the future.

6. Disclosure of Information – The information you supply forms the basis of the contract between you and the insurer and it is therefore vital that this information is complete and accurate. The premium is calculated and specific cover requested in accordance with information you provide – if that information is inaccurate or there is a change in your circumstances then the cover and/or premium could be affected. You must advise us of any changes in your circumstances either during the life of your policy or at renewal – failure to do so leaves you at risk of having the policy voided and could mean that part, or all, of a claim may not be paid.

It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate. Please ensure that you read everything that you are asked to sign, especially if it has been completed by someone else or computer generated. It is your responsibility to advise us if any information is incorrect and we cannot be held responsible for any errors or omissions made. You are advised to keep copies of documentation sent to, or received from, us for your own records.

It is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

Under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as “spent”.

7. Awareness of Policy Terms – When policy documentation is issued you are strongly advised to read it carefully as the policy wording, schedule and any certificate of insurance form the basis of the cover you have purchased. We will bring all important terms, conditions and warranties to your attention but if you are in any doubt over these please contact us to request clarification. You must ensure that you understand all policy requirements and are able to follow these exactly – if not, please advise us immediately as breach of any policy terms, conditions or warranties may enable your insurer to terminate the policy from the date of the breach and/or repudiate a claim under your policy.

8. Fees/Charges – In addition to premiums charged by Insurers we may, at our discretion, make a charge of £10.00 to cover administration costs and for other services such as mid-term adjustments, duplicate certificates, duplicate No Claims Bonus proofs, unpaid cheques and mid-term cancellations. You will be advised where such charges apply.

9. Claims – It is essential that you notify us immediately of all incidents which may result in a claim against your insurance policy, whether you believe you are liable or not. Any letter or claim received by you must be passed to us straight away. We will provide you with appropriate advice and pass full details onto your insurer. You may be required to fill in a claim form or provide other information to establish the nature and extent of any loss. We will immediately notify you of any request for information we receive from your insurers. You should not admit liability or agree to any course of action, other than emergency measures which need to be undertaken in order to minimise the loss, until you have agreement from your insurer. We will forward any payments received from insurers in respect of any claim onto you without delay.

10. Complaints – It is our intention to provide a first class service at all times. However, if you have any reason to be dissatisfied with any aspect of our service you should, in the first instance, get in touch with your usual contact (or their Head of Department) verbally or in writing. We will acknowledge your complaint within 5 working days and advise you who is conducting our investigation into the concerns raised and when you may expect a response. We will provide a formal written response within 20 working days from initial receipt of the complaint. If the complaint cannot be resolved within this timescale we will explain why and specify the likely timescale for resolution.

As we are authorised and regulated by the Financial Services Authority we are required to be members of the Financial Ombudsman Service. Therefore, should you fail to be satisfied with our final response, you can approach the FOS at South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR - telephone number 0207 964 1000 – website www.financial-ombudsman.org.uk.

Full details of our complaints procedure can be found at our website www.reichinsurance.co.uk. You may contact us to request a hard copy of this procedure at any time.

Your insurer will also operate a complaints procedure, details of which will be found in your policy booklet or summary.

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 upon the type of business and the circumstances of the claim. For compulsory classes of insurance (such as motor or employer’s liability), insurance advising and arranging is covered for 100% of the claim, without any upper limit. For all other classes of insurance, insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim.

11. Documents – We reserve the right to retain certificates at this office until all payments due under the policy have been made and any cheques cleared through our bank account. For certain types of insurance cover we may ask you to sign a form granting us an authority to retain such documents until payments have cleared.

12. Payment Terms – We are the agent of insurers for the purpose of the collection of premiums. Payment is due on or before the insurance commences by either cash, cheque or via an insurance/finance company’s direct debit scheme (where available). Payments by direct debit normally incur a credit charge by the insurance/finance company. We require full payment of the premium within 30 days of the policy’s inception or renewal date, unless you are informed in writing by us that other special terms have been agreed. If payment is not received by the due date we are obliged by the insurers to cancel the policy.

We may retain certain documents, such as policy documents or certificates, whilst we are waiting for payment of the premium(s). However, in these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with all documents that you are required to have by law.

Premiums collected from you will be segregated and held by us as trustee on your behalf in a Client Money Bank Account (set up as a trust in accordance with strict rules issued by our regulators). We are obliged to inform you that we may use your individual policy premium to settle premiums due under other policies (including those payable by other clients). We maintain adequate systems and controls to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of the trust arrangement. If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the client money in the account, according to their respective interests in the client money. The costs relating to the distribution of the client money may have to be borne by the trust.

By virtue of agreements we hold with insurers we collect premiums as agent of the insurer. Therefore, once we have collected premiums from you they are treated as having been paid to the insurer. We will remit the premiums to insurers, after deduction of our commission, in accordance with the terms of our agreements with respective insurers.

13. Renewal premiums paid by instalments – In good time before the renewal of your policy we will contact you with the renewal premium and terms for the coming year. If you do not contact us before the renewal date we will renew the policy automatically on your behalf. **If you do not wish the policy to renew you should advise us as soon as possible and cancel your direct debit instruction with your bank prior to the renewal date.** If it is your intention to renew the policy no action is required by you and the policy will renew automatically.

14. Earning interest on customer premiums – Under FSA regulations we must inform you that we may earn interest on the client money held in our Client Money Bank Account which may exceed £20 for any one transaction that you make with us. It is our policy to retain all interest payments. By accepting these Terms of Business you are giving your consent for us to act in the manner described above.

15. Customer money passed to another person – Under FSA regulations we must inform you that in managing/arranging your insurance requirements we may transfer money that you have paid us as payment of an insurance premium to another insurance intermediary. By accepting these Terms of Business you are giving your consent for us to act in the manner described above.

16. Cancellations within the cancellation period– Once you have entered into an insurance contract with us you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the contract. The duration of this cancellation period will be clearly stated in the policy summary provided to you and will be a minimum of 14 days. The cancellation period will commence from either the day of conclusion of the contract or the day on which you receive the full information, terms and conditions of the contract, whichever happens later.

To cancel an insurance contract within the cancellation period please write to us at the above address. Please note that by doing this you may be charged a proportion of any fees that you have incurred.

17. Cancellations outside the cancellation period - Cancellation of a policy where a certificate of cover has been issued (such as a motor certificate or cover note) can only be processed where instruction is in writing and from the date the original certificate is returned to us, whichever is later. All other policies must be cancelled in writing by the policyholder or their legal representative. All insurers make charges for the time on cover and full details can be found in your policy booklet. Often where a policy is for 12 months a charge of at least 2 month's minimum premium will be taken. Generally, after 8 months no refund will be given. When an insurance policy is cancelled the insurer takes back a proportion of our commission, therefore refunds made by us to you will be less this amount.

18. Governing law – This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

19. Other taxes or costs – Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, or imposed, by ourselves.

**BY EFFECTING A NEW POLICY OR RENEWING WITH US WE ASSUME THAT YOU
HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT AND AGREE TO IT
FORMING THE BASIS OF OUR APPOINTMENT TO HANDLE YOUR INSURANCE.**

**YOUR ACCEPTANCE OF THESE TERMS OF BUSINESS DOES NOT AFFECT
YOUR NORMAL LEGAL RIGHTS.**