

**TERMS OF BUSINESS AGREEMENT**

Erskine Murray Ltd  
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**Accepting our Terms of Business**

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the section headed 'Your Responsibilities' and 'Use of personal data' on page 3; specifically the paragraph explaining how 'sensitive personal data' will be used.

For your own benefit and protection you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

**The Financial Conduct Authority**

Erskine Murray Ltd are authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 707444.

Our permitted business is advising, introducing, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities. You may check this on the Financial Services Register by visiting the FCA website [register.fca.org.uk/](http://register.fca.org.uk/) or by contacting the FCA on **0800 111 6768**.

**Our Service**

We offer a wide range of insurance products and risk management services to both businesses and individuals. Our role is to advise you and make a suitable recommendation after we have assessed your needs. We will then at your request arrange insurance cover to meet your requirements, help you with any ongoing changes you need to make and provide assistance on claims.

In providing our service, we may act as an agent of the Insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf.

We select personal and commercial insurances from a range of insurers, but for certain products, we only select products from a limited number of insurers or only offer products from a single insurer. We will give you further information about this before we finalise your insurance arrangements; where we select products from a limited number of insurers you may ask us for a list of insurers we deal with for these products. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised. We will not in any circumstances guarantee the solvency of any insurer.

We may be able to offer finance for insurance instalments through the insurer and / or Premium Credit Ltd. We will give you further information about this before we finalise your instalment arrangements.

**Ownership**

Erskine Murray Limited is a wholly owned subsidiary of Bartleet Enterprises Ltd.

**Complaints**

If at any time you are unhappy with our service to you, please contact your Account Executive giving details of your complaint. Alternatively, you may contact our Complaints Officer at our address shown at the top of this page. We will deal with any complaint swiftly and fairly. When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request.

If you make a complaint, we will acknowledge it within five working days giving you a response if we can. If we are unable to answer your complaint at that time we will explain whom and how we will handle your complaint. We will normally respond within 20 working days although the time scale may be longer if the complaint is complicated or we require information from other parties in which case we will keep you advised.

If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Access to the FOS (see [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for details) is available for complainants coming within one of the following categories at the time we receive the complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

If your complaint relates to a contract of insurance please follow the Insurers own complaints procedure as shown in the policy booklet.

**Compensation**

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit
- For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk)

#### **Payment for Our Services**

We are paid for arranging your insurance either in the form of an agreed fee or in the form of commission or brokerage paid to us by the Insurers underwriting the insurance or a combination of both. In addition we may be paid a commission for arranging premium finance. Where a fee is required for arranging cover this will be identified and agreed with you beforehand. If any other fees apply they will be individually negotiated and agreed prior to the conclusion of any contract. 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. We sometimes ask other brokers to assist us in arranging cover on your behalf where we believe this is to your benefit. Unless a fee arrangement has been agreed, these brokers will usually be paid by brokerage which will be included in the premiums charged.

We will not impose any fees or charges in addition to the premium required by the Insurer without first disclosing the amount and purpose of the charge and agreeing this with you; however we reserve the right to charge a fee of £50.00 for supplying copy policies requested by other parties, such as solicitors or banks for commercial customers. If you require us to carry out other services such as due diligence then separate fees will be agreed at the time of the request.

We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

#### **Payment of Premium**

We will notify you of premiums due to Insurers by sending you an invoice, which will normally be sent to you within fourteen days from the start of cover. Premiums are due from the moment the insurance comes into force. So that we can settle with Insurers promptly, we ask that you pay the premiums due within the terms specified on the invoice, which normally is immediately. In certain circumstances, Insurers may impose a specific policy term or "Premium Warranty" requiring payment of the premium by a certain date. Please be aware that if you do not make payment by this date, Insurers may cancel the policy from the date when cover originally came into force.

It is your responsibility to pay premiums on time and as required by any policy conditions. We are unable to fund premiums on behalf of clients. Where you are due a refund of premium this can only be made once we have received funds from Insurers.

#### **Handling Money**

Our financial arrangements with most insurers are on a "Risk Transfer" basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust account set up in accordance with FCA rules. Interest earned on monies held in such a Statutory Trust account will be retained by us. Any cash balance held by us for you will be held in accordance with FCA "Client Money Rules" and will be held separately from our own money in a trust account.

For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

Please note that where we place cover for you in respect of overseas operations Client money may be passed to another insurance intermediary located outside the United Kingdom, and the legal and regulatory regime applying to that client money so held may well be different from that of the United Kingdom. In the event of the failure of the insurance intermediary, client money may be treated differently than if the money were held by an insurance intermediary in the United Kingdom. You may notify us if you do not wish your money to be passed on to a person in a particular jurisdiction.

#### **Cancellation of Insurances**

You should make any request for the cancellation of a policy in writing and, if required by your insurer, any relevant certificate of insurance must be returned to us or to the insurer concerned. Please note that many policies do not allow any refund in premium if the policy is cancelled before it expires and where cancellation with a refund is permitted this is usually subject to no claims having been made under the policy and the terms of your policy may allow for Insurers to charge short-period premiums (this means where more than a pro rata premium is charged) in the event of cancellation mid-term.

In the event of cancellation we do not charge additional fees other than where an insurer allows a refund and the refund is less than £10.00 in total the refund will be treated as a fee.

#### **Ending your relationship with us**

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include deliberate failure to comply with these Terms of Business or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

#### **Your Responsibilities**

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you are a commercial customer, please be reminded you are responsible for providing the complete and accurate information which insurers require at inception, renewal and throughout the life of a policy. If you make any change to your policy on or after 12<sup>th</sup> August 2016 you will have, in relation to that change, a duty to make a fair presentation of the risk to the insurer based on your reasonable understanding of the risks to your business. Your reasonable understanding should include every matter which you know, or ought to know, that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries. If you fail to disclose information, misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, or fail to make a fair presentation to an insurer, this could invalidate the policy and mean that claims may not be paid in full.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

#### **Use of Personal Data & Confidentiality**

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10.00. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to the Compliance Officer, at the address above.

#### **Credit Checks**

We, and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

#### **Claims**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

#### **Conflict of interests**

Occasions may arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

#### **Limit of Liability**

Our aggregate liability for negligence, breach of contract, breach of statutory duty or other claim arising out of the services we provide to you shall be limited to £5,000,000 other than in respect of personal injury or death caused by our negligence where no limit shall apply furthermore we shall not be liable for loss of profit or loss of revenue or loss of opportunity or loss of reputation or loss of anticipated savings or any other form of consequential or indirect loss.

#### **Governing Law**

Erskine Murray Limited undertakes its activities as an insurance broker in accordance with the Laws of England and Wales and any disputes will be governed by and construed in accordance with the Laws of England and Wales.

**Erskine Murray Limited, Registered in England and Wales under Company No. 09564100. Registered Office, Whittles, Century House South, North Station Road, Colchester, Essex, CO1 1RE.**