

TERMS OF BUSINESS

ABOUT US

Smith England Ltd of The Courtyard, Earl Road, Cheadle Hulme, Stockport, Cheshire SK8 6GN is authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 630629. Our permitted business is "Non Investment Business". We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies. We work for our clients, and collect premiums for insurers. We are also authorised by the FCA for consumer credit broking. You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by telephoning the FCA using the numbers on the Contact Us page of the FCA website: Consumers should call 0800 111 6768 (freephone) or 0300 500 8082 from the UK, or +44 207 066 1000 from abroad. Firms should telephone 0300 500 0597 from the UK, or +44 207 066 1000 from abroad.

OUR SERVICE

We are an Independent Insurance Intermediary, and we will act on your behalf in:

1. 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;
2. Providing advice, recommendations, and helping you with any changes that you need to make to your insurance during the policy period;
3. Telling you when you need to renew your policy in time to allow you to consider and arrange any continuing cover.

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. If Smith England 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

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

WHOSE PRODUCTS DO WE OFFER?

We offer products from a wide range of insurers for business insurance. We only offer products from a limited number of insurers for consumer insurance. On request, we can provide a list of insurers from whom we can offer insurance.

WHICH SERVICE WILL WE PROVIDE YOU WITH?

We will advise and make a recommendation for you after we have assessed your needs. For Commercial Insurance we will carry out a fair analysis of the market unless we notify you otherwise. For Consumer insurance we will carry out a limited exercise.

TREATING CUSTOMERS FAIRLY

We set high standards for ourselves and it is our intention to treat customers fairly at all times.

YOUR DUTY OF DISCLOSURE

Consumers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

Commercial customers: If the insurance is arranged wholly or partly related to your trade, business or profession, The Insurance Act 2015, requires you to provide a fair presentation of your risk, which means clear and accessible disclosure, without material misrepresentation. You have a duty to disclose all material circumstances (material information or material facts) whether or not the insurer asks for specific information. This duty applies throughout the life of your policy, and when you renew your insurance. A circumstance or representation is material if it would influence the judgment of a prudent insurer in determining whether to take the risk and if so, on what terms.

If you are in any doubt as to whether information is material, you should disclose it. This includes incidents/losses that have arisen, that you have settled yourself without involving your insurers. Failure to disclose a material fact may invalidate your insurance and could mean that your claim will not be paid. We recommend you refer to our information on The Insurance Act 2015 for more details.

PROTECTING YOUR INFORMATION

We take your privacy extremely seriously, and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully, and contact us immediately if you have any queries. For a copy of our Privacy Notice please contact Smith England Ltd, The Courtyard, Earl Road, Cheadle Hulme, Stockport, Cheshire SK8 6GN, Tel: 0161 488 1100, or email: nigel.smith@smithengland.co.uk. Your personal information includes all of the details you have given us to process

your insurance policy (we will not ask for more information than is necessary). We may share your data with third parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

HOW TO CLAIM AND NOTIFICATION OF INCIDENTS

Please refer to your policy summary or your policy document if you need to notify a claim. As part of our service we can assist you with any claim you need to make. If you are ever in any doubt as to what action to take in the event of a claim, please contact us.

It is essential that you immediately notify us of all incidents that **may** or could result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter of claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests.

OUR INCOME

We derive income from the insurers with whom we deal primarily as commission for placing the business with the insurers. 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. For example, where we introduce a premium finance company, we may receive remuneration for the administration services we provide for the finance company. 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. 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 occasions on which we make 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.

If cover which we have negotiated or arranged is transferred to another intermediary then we reserve the right to charge a fee for our services. Such a fee will not exceed the commission which we would have earned on arrangement of cover.

If you pay your premium by instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements.

INCOME DISCLOSURE

You are entitled, at any time, to request information regarding commission/earnings that we, or any other intermediary we have used, received as a result of placing your business or arranging premium finance.

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 is provided.

HOW TO CANCEL A POLICY

You may have a statutory right to cancel a policy you take out through us within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. In addition, we may keep an amount which reflects the administrative costs of arranging and cancelling the policy.

If you wish to cancel outside the statutory cancellation period (where this applies) you may not receive a pro rata refund of premium. In addition, we may also keep an amount that reflects the administrative costs of arranging and cancelling the policy.

BLOCK TRANSFERS

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients.

This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

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 a client bank account on trust for you. We reserve the right to retain interest earned on this account.

We may transfer your money to another intermediary in some cases. That intermediary must also either hold your money as an agent of the insurer (in which case your policy is treated as being paid for), or hold it in a client bank account on trust for you. That intermediary may also reserve the right to retain interest earned on this account.

By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.

SECURITY OF INSURANCE COMPANIES

Insurance companies in the UK trade under the supervision of the Prudential Regulation Authority (except for direct business). Lloyd's Underwriters trade under the supervision of Lloyd's of London. We take account of information about insurance companies and Lloyd's Underwriters in the public domain (including reports of financial strength). However, if an insurance company is permitted to trade by the Prudential Regulation Authority (or a Lloyd's Underwriter by Lloyd's of London), there may be no reason to doubt its solvency. We also may use insurers who are not regulated by the Prudential Regulation Authority, and where such insurers are used we satisfy ourselves that the insurer complies with the requirements of their national regulatory authority.

We may provide you with security rating information on an insurer. This does not mean that we are obliged to inform you of changes to an insurer's security rating.

PAYMENT TERMS

Commercial Customers: We require full payment of the premium within 14 days of cover being effected.

Consumers: When cover is arranged on a new policy or for any mid-term changes to a policy, we require immediate full payment of the premium. When a policy is due for renewal, we require full payment of the premium before the renewal date.

Commercial Customers & Consumers: 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 the bankers automated clearing system (BACS). Customers may be able to spread payments through an instalment facility.

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.

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 insurance in order to meet the cost of providing compensation if a client suffers financial loss as a result of our neglect, error or omission. A claim for financial loss can be made against Smith England Limited and not against a director or employee of Smith England Limited.

INFORMATION EXCHANGE AND FRAUD PREVENTION

Insurers pass information to databases to record and check facts, and to try and prevent fraud and other crime. Databases include, but are not limited to:

- 1) The Claims and Underwriting Exchange (CUE) and The Motor Insurance Anti-Fraud and Theft Register (MIAFTR), which are managed by the Motor Insurers' Bureau (MIB).
- 2) The Motor Insurance Database (MID), which has been formed to help identify insured vehicles/drivers and uninsured vehicles/drivers. It is operated by the MIB. It is accessed by the Police, third party representatives and others to identify motor insurance policy information.
- 3) The Employers' Liability Tracing Office (ELTO) Database. Employers Liability insurers are required by law to obtain each policyholder's Employers Reference Number (ERN) and to add that and policy information to the database, to make it easier for interested parties to trace Employers Liability insurers.

CALL RECORDING

Telephone calls may be monitored and recorded for training and quality assurance purposes.

MOTOR INSURANCE DATABASE (MID)

If an insurer specifies that a client must take responsibility for populating and updating the MID, we cannot accept responsibility if a client fails in their obligations to do so as set down by current legislation.

THIRD PARTY RIGHTS

Other than where it is mentioned elsewhere in this Terms of Business, a person who is not a party to this agreement shall not have any rights under or in connection with it.

CLIENTS COMPLIANCE WITH HEALTH & SAFETY (AND SIMILAR) REQUIREMENTS

We cannot be held responsible for a client's non-compliance with Health and Safety or other requirements. We may recommend the services of an 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 FRAUD, BRIBERY & CORRUPTION

We are committed to carrying out business fairly, honestly and openly, and to preventing fraud, bribery and corruption. If at any time, you feel that we have not acted in a such a way, please immediately contact us.

COMPLAINTS

As part of our commitment to customer service excellence, we take complaints seriously. If you wish to complain, please contact Nigel Smith, Managing Director at The Courtyard, Earl Road, Cheadle Hulme, Stockport, Cheshire SK8 6GN, nigel.smith@smithengland.co.uk, or call 0161 488 1100. If you are not satisfied with our decision, you can may be entitled to subsequently refer the matter to the Financial Ombudsman Service (FOS). You can contact the FOS by telephone on 0300 123 9 123 or 0800 0 234 567 and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the FOS your legal rights will not be affected.

COMPENSATION ARRANGEMENTS

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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. The scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>.

SEVERABILITY

If any part of these Terms of Business is or becomes illegal, invalid or unenforceable, then that part shall be deemed to be removed from these Terms of Business and shall not in any way affect the legality, validity or enforceability of the remaining Terms of Business.

APPLICABLE LAW

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

THIS TERMS OF BUSINESS LAST UPDATED

Date	Change
23/04/2017	To incorporate text from the Initial Disclosure Document, which was made redundant by the FCA.
20/05/2018	"Protecting Your Information" section altered to comply with the General Data Protection Regulations.
18/04/2019	Complaints section – additional telephone number added for the Financial Ombudsman Service (FOS).
10/11/2021	Smith England address changed.
07/04/2023	A claim for financial loss can be made against Smith England Limited and not against a director or employee of Smith England Limited.
20/06/2023	New text inserted under the following headers: 1) Information Exchange and Fraud Prevention; 2) Call Recording; 3) Third Party Rights; 4) Prevention of Fraud, Bribery & Corruption; 5) Severability.

Smith England Ltd, Risk Analysts & Insurance Brokers,

The Courtyard, Earl Road, Cheadle Hulme, Stockport, Cheshire SK8 6GN | T+ 44 (0)161 488 1100 | www.smithengland.co.uk

Smith England Ltd is registered in England and Wales, No. 08766959; and is authorised and regulated by the Financial Conduct Authority, No. 630629. A member of the Willis Towers Watson Network.