

# Terms of Business

M E FRENCH & CO  
8 LIVERPOOL ROAD  
PENWORTHAM,  
PRESTON,  
LANCS, PR1 0AD  
TEL: 01772 752055  
FAX: 01772 752709

EMAIL: [enquiries@mefrenchandco.co.uk](mailto:enquiries@mefrenchandco.co.uk)

VALID 15/07/2016 (VERSION 8)

## M.E. FRENCH & CO.

### **TERMS OF BUSINESS**

Welcome to M.E French & Co. We thank you for instructing us to arrange your insurance on your behalf.

Our aim is to provide a first class service for all our clients on every aspect of general insurance, so for your business insurances please contact us for a free quotation, without obligation.

To meet our expectations on service standards we set out below our **TERMS OF BUSINESS**. Any queries should be addressed to the Manager at: 8 Liverpool Road, Penwortham, Preston. PR1 0AD.

### Service

M.E. French & Co. will ensure as far as possible that the policy proposed is suitable to your needs and resources. We will treat all information supplied as completely confidential to ourselves and the insurance company or companies to which the insurance is offered. We are able to provide both commercial and consumer products direct with Insurers or via specialist companies.

Our service includes:

- \* Advising and arranging your insurance cover with insurers to meet your requirements
- \* Helping you with any ongoing changes you wish to make
- \* As part of our service we also offer to assist you with any claim you need to make

In order to ensure that the product offered to you is the most suitable we will ask a number of questions and identify the risks to which you are exposed. If we are not able to match these risks precisely, we will confirm the differences in the products.

We offer products from a range of Insurers, however you will be advised if your product is offered from a limited market or single insurer. A list of insurers is available on request. We will advise and make a recommendation for you after we have assessed your needs. This will include the type of cover you seek together with the costs.

Where we consider it to be appropriate and for your benefit, it may be necessary for us to request another broker or intermediary to act as our agent and assist in the placement of your insurance product. In such cases we will provide specific instructions to such sub-agents so as to meet your insurance requirements.

When recommending an insurance contract, this will be on the basis of a fair analysis of the market.

### Our Status

M.E. French & Co. are independent insurance intermediaries who act as your agent and accept responsibility for the advice given and for arranging your insurance. We are authorised and regulated by the Financial Conduct Authority. Our register number is 303888. You can check this by calling 0845 606 1234 or on [www.fca.org.uk/register](http://www.fca.org.uk/register).

### Duty of disclosure

It is your responsibility to provide complete and accurate information when you take out your insurance policy, now, throughout your policy, and when you renew your insurance. It is important all statements you make at quotation stage, on proposal forms, claim forms and other documents are full and accurate. A fact or circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether they should take the risk and should include all incidents/ losses that you have dealt with yourself without involving an Insurer. Please note that failure to disclose material information could invalidate your insurance cover, and part of or all of a claim may not be paid or the contract voided. A material fact could include, but is not limited to changes to your business activity, criminal convictions, or any financial issues such as bankruptcies or CCJ's. Please contact us if you are in doubt on any aspect. Please keep copies of documentation sent/received from us.

### Misrepresentations Act (Consumers only)

Definition of a Consumer: a policyholder acting for purposes outside his trade, business or profession.

Definition of a non Consumer: a policyholder acting for purpose within his trade, business or profession.

You are respectfully reminded of your duty to take reasonable care not to make any misrepresentation in any information that is provided by you to insurers and to answer all questions asked by insurers honestly. Under the Consumer Insurance (Disclosure and Representations) Act 2012, a misrepresentation may amount to a failure to comply with a request from an insurer for confirmation, or amendment, of details previously provided by you. Please be aware that the duty to take care not to make a misrepresentation exists not just prior to any placement being effected but also at any subsequent renewal and any variation of the contract terms during the period of insurance.

In the event of any deliberate or reckless misrepresentation insurers may avoid the contract. Under the Consumer Insurance (Disclosure and Representations) Act 2012, a deliberate or reckless misrepresentation is a misrepresentation where you know it to be untrue or misleading (or do not care either way) and that you know (or do not care) that the matter it relates to is relevant to insurers. Insurers may also avoid the contract where a careless misrepresentation has been made. A careless misrepresentation is a misrepresentation which is neither deliberate nor reckless. In such circumstances, if the insurers would not have entered the contract had the careless misrepresentation not been made, then the insurers may still be able to avoid the contract. However, if the insurers would have imposed different terms had the careless misrepresentation not been made, then insurers may be entitled to treat the contract as if those terms applied.

**Duty of Fair Presentation (Non-Consumer clients)** - Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately. You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information. If you feel you have not been able to do so, please advise us so we can allow underwriters to make further enquiries if they wish to do so. You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith. Any deliberate or reckless misrepresentation may involve part or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

**Credit checks** – To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly used data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your applications proceed. As well as these searches they or us may use a credit check to ascertain the most appropriate payments options for you. This credit check will also appear on your credit report whether or not your applications proceed. Unless you contact us to confirm you do not want us to carry out these searches we will assume your consent has been given and proceed as above.

**All warranties**, clauses and conditions contained within your insurance policies must be complied with at all times. Failure to comply with these warranties, clauses or conditions could result in invalidation of your insurance cover or termination of the insurance policy.

#### **Commission Disclosure**

Prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission which we receive from underwriters.

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.

#### **Cancellation**

If a policy is cancelled during the term of the contract, it is common practice for insurers to make a short period charge to reflect the costs of setting up the policy at inception. Full details will

be found in the policy document. In such circumstances M.E. French & Co. will deduct from any refund a sum equal to the commission we would have earned, had the policy run its full course. If a claim has been made during the period of cover, there may be no refund allowable from the insurance company. For new consumer policies a 14 day 'cooling off period' at inception of the policy is mandatory.

Our services may be terminated without cause or penalty by giving one month's notice in writing. In the event that our services are terminated by you other than at the expiry of the policy, we will be entitled to retain any fees and all of the brokerage payable. The responsibility for handling claims reported after the date of termination shall in the absence of an express agreement be the responsibility of the party taking over the role.

#### **Payment of Premiums**

We are happy to accept payment of premiums by cheque, bankers' draft, credit / debit card (charges may apply), insurers direct debit, or arranged through a finance company. **However we regret that we cannot accept cash payments above £500.00.**

We will provide clients with a detailed debit note or credit note in relation to each transaction processed on their behalf for any insurance service or product provided.

Our remuneration is obtained by means of a commission paid by insurers and we will not take additional revenue without prior agreement from our client. Any additional fee for products or services provided will be clearly identified in debit notes issued.

From time to time, certain underwriters or companies with whom we transact business on our clients' behalf, may deem it appropriate to pay us overriding commission reflecting the size and/or profitability of our account with them.

Our normal terms of credit are 14 days from the date the insurance was effected. Where external finance is provided to spread insurance premiums, any additional charge made will be disclosed to the customer. Certain underwriters or insurers may impose premium payment warranties, which mean that our usual 14 days of credit cannot be offered and where this is the case, this will be clearly identified to our customers.

#### **Fees**

You will receive a quotation which will tell you about any fees relating to the particular product you are being offered.

Our remuneration will be either a fee as agreed with you or commission which is a percentage of the premium paid by you and a combination of both where appropriate. Brokerage/fees are for the policy period and we will be entitled to retain all brokerage/fees in relation to policies placed with us.

### **Risk Transfer**

Monies held by us, is as per agents of the Insurers, and in line with strict agency agreement known as Risk Transfer. If you are placed with an Insurer who cannot provide us with Risk Transfer you may be requested to pay the Insurer direct or pay by using an external finance facility. Full written rules can be obtained upon request. Any interest we earn on client money will be retained for our own use.

**Financial Crime** - The National Crime Agency (NCA) requires us to report any suspicious transactions to them, and we may have to obtain evidence of clients identity at the start of a business relationship. We may ask or sight of your passport, utility bill or bank statements. For companies, evidence usually consists of a copy of the Certificate of Incorporation or we may check the Companies House register.

### **Complaints**

It is our intention to provide you with a high level of customer service at all times. However, if you are unhappy with your insurance or the advice given, please write to The Compliance Officer, or ring 01772 752055. Your complaint will be dealt with promptly in accordance with the procedures laid down by the Financial Services Authority. If we cannot settle the complaint satisfactorily, you may be entitled to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 080 1800. E-mail [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

### **Claims**

You must notify us as soon as possible of a claim or circumstances which may give rise to a claim. In the event of a claim you should contact this office and we will promptly advise you and if appropriate, issue you with a claim form and pass all details to your insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

Underwriters do reserve the right to amend terms/conditions in the event of any deterioration in the claims experience at any time.

### **Data Protection**

Unless required by law, public interest, regulators, or you give your consent, all information you supply will be kept confidential to us and parties involved in the normal course of arranging your insurance without your prior consent. We may provide you with information

about other products and services, which we feel may be appropriate to you. We may pass information about you to credit reference agencies for the purpose of arranging payments by instalments and may also pass to them details of your payment record with us. If you do not wish to receive marketing information, or to allow us to disclose information about you to other parties, please notify us in writing. 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, which will be kept secure. You are entitled to see personal information we hold about you in our records.

### **Security**

We do not guarantee the solvency of any insurer we place business with. A liability for the premium whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

**MID Disclaimer** – If your policy requires that you populate and update the Motor Insurance Database, it is entirely your responsibility to ensure that this is done even if you request us or your Insurer to do this on your behalf. We are unable to accept responsibility if you fail in your obligations to ensure the MID is correct as per current legislation.

**Health & Safety** – we cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation.

### **IMPORTANT**

Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft register run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims. Motor insurance details are added to the Motor Insurance database run by Motor Insurers Information Centre 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 the database may be used by Insurers and the Motor Insurers Bureau to identify relevant policy information. Other insurance related databases may also be added in the future.

### **Governing Law**

Our **TERMS OF BUSINESS** will be governed by and construed in accordance with English Law.