

While Terms of Business might not sound particularly exciting, they are actually surprisingly important. We have therefore tried to make them as easy to understand as possible and we have avoided as much legal jargon as we can, but if anything needs clarifying, please contact us. Proceeding with a policy or renewal implies your acceptance of these terms. They supersede any previously issued terms.

### About us

Alan Boswell Insurance Brokers Ltd is a Chartered Insurance Broker established for over 40 years, our aim is to be the natural choice for friendly, expert advice on insurance.

We are passionate about providing expert recommendations. Our staff are friendly, knowledgeable and care about our clients. We aim for success in everything we do and we recognise the value of positive contributions in achieving this. Our employees are highly trained, and we provide a supportive, caring environment that enables them to thrive. We make a positive contribution to the communities in which we work, supporting numerous charities as well as raising awareness of the financial and insurance industry within local schools and colleges.

### Our services

We are an independent insurance intermediary which means we have the ability to search the marketplace for the most appropriate policies for you (often referred to as a 'fair and personal analysis' of the market). Having assessed your needs, we will advise you on the policies we feel are most suitable.

There are certain areas where we have studied the market and have chosen a single or a limited number of providers to work with (these include Self Drive Hire, Legal Expenses, Uninsured Loss Recovery, Key Recovery, Home Emergency, Vehicle Breakdown, Teacher, Reflexology scheme, Excess Protection, Guaranteed Hire Car, Tools in Transit scheme, Rent Guarantee and Gap cover).

Occasionally your policy will be placed with an insurer via a 'delegated authority'. This means the insurer has given us the authority to underwrite the policy on their behalf and we therefore act as their agent when sourcing the policy. Rest assured, we will always act in your best interests when placing the policy.

When purchasing a policy on-line, we will provide sufficient information for you to make an informed decision (i.e. no advice given).

On occasions, we may help you by providing estimates of rebuilding costs. Please note that we are not professional valuers and as such cannot be held responsible if these estimates turn out to be incorrect. If you have any doubts about rebuilding costs you should seek the advice of a professional valuer. If you ever need to make a claim our dedicated claims team will be there to assist you when you need help the most (see 'Claims' section for more detail). In certain circumstances we may use the services of another intermediary to place your insurance (e.g. where they have a specialist scheme).

### What do you need to disclose

Your insurance is based upon the information provided to the insurance company.

For consumers (individuals buying insurance which is unrelated to their trade, business or profession) this means that you must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to or renew your policy. Please also tell us if there are any changes to the information set out in any Statement of Fact, certificate of insurance (if applicable) or on your schedule. Also tell us if there are any changes after you purchase or renew your policy (i.e. during the period of your policy)

For commercial clients, before taking out insurance and at each renewal you will need to make a 'fair presentation of the risk' to the insurer. Broadly, this means giving the insurer, in a clear and accessible manner, accurate details of matters that would affect their underwriting decision. In order to identify what must be disclosed, you are obliged to carry out a 'reasonable search' before details are passed on to Insurers. This search should involve consultation with senior managers/colleagues or anyone else who has particular knowledge about your business (e.g. IT and Health & Safety consultants). As part of the fair presentation you will need to ensure that all material facts and circumstances are disclosed to insurers. We will work closely with you to help you understand the types of information needed, but as a general rule, if you feel the insurer might be interested to know or if you are unsure, the safest option is to disclose it.

Failure to answer questions accurately or to make a fair presentation could affect any future claims or result in the avoidance of the contract, so it is important all the information provided is full, true and accurate. Please also remember that should you become aware of any claims or circumstances that may give rise to a claim, you must notify us immediately as failure to do so could prejudice your position.

## General Insurance Terms of Business Agreement

### How we are paid and potential costs

We normally receive commission from the insurer (a percentage of the premium). We may also receive additional payments based on the profitability and growth of a given insurer's account as a whole, or where we are undertaking activities normally performed by them (e.g. underwriting, policy issuance and claims management). You are entitled, at any time, to request information regarding the commission we receive. Commission and fees are earned for the policy period and as such we reserve the right to retain all such fees and commission in full even if the insurance contract is amended, terminated, voided or cancelled for any reason (unless a consumer policy cancelled within 14 day cancellation period). A fee may also be taken in addition to commission when taking out or renewing a policy. These fees will always be disclosed to you in advance. Unless a fee is agreed separately with you, the standard charges below will be the maximum charged. The exact fee relevant to your policy will be clearly disclosed before you purchase or renew your policy with us and will be clearly disclosed within the documentation we send.

### For policies taken out by consumers (e.g. car and home):

- £10 for each new business, renewal or mid-term adjustment.
- £30 for cancellations (we may also retain fees and commission earned for arranging the policy).

### For commercial customers:

- £25 new business and renewal charge where the premium is under £2,500 (but excluding 'add-on' policies).
- For landlords, no new business fee but a £10 renewal charge for premiums under £100.
- Up to £30 fee for subsequent policy changes (e.g. cancellations, mid-term adjustments, voids, terminations). As mentioned above, we may also retain fees and commission earned for arranging the policy.

In the unlikely event of us needing to use a debt recovery firm in order to obtain money owed to us, we reserve the right to seek payment from you to cover the cost of using such a firm.

If we have arranged facilities for paying by instalments with a finance provider (either Close Brothers Ltd or Premium Credit Ltd) we may receive remuneration through an introducer's fee.

### Payment Methods/Premium Financing

We normally accept payment by cheque, electronic transfer or most popular credit and debit cards. You may also be able to spread your payments through an instalment or credit scheme. We will give you full information about your payment options when we discuss your insurance in detail.

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.

The interest rates provided on premium finance schemes are commercially competitive and will always be set no higher than any relevant insurer's own payments scheme, if available. There may be occasions where we offer finance through our own scheme and if this is an available option it will be discussed with you.

### Cancelling your policy

For policies taken out by consumers (e.g. home and car insurance) you will normally have the right to cancel your policy for a period of 14 days from the commencement date of your cover or after you receive your policy, whichever is later. The insurer can make a reasonable charge for the time you have been on cover, and there is also our charge to consider (as outlined above). Some add-on policies will have no refund if cancelled outside the 14 day period.

For commercial customers, if cancellation rights are available these will be documented in the policy documents, which will also explain whether the insurers will retain the premium in full or in part in the event of cancellation before the policy expires.

Your policy may be cancelled at any time by giving you seven days' notice in writing where there is a valid reason for doing so (e.g. because you have not paid, evidence of no claim discount is not received, where fraud is suspected). We also have the right to terminate our relationship with you following threatening or abusive behaviour to our staff, or where the relationship has deteriorated to the point of becoming unworkable. Notifications will be sent to the latest address we have for you.

In respect of cancelling monthly instalments, some insurers will not refund any premium if a claim has occurred during the policy period. In these circumstances please bear in mind that it is likely you will need to pay the remaining instalments in full. Please also refer to the 'How we are paid and potential costs' section which explains that commission and fees are earned for the policy period.

## Looking after your money

In the vast majority of cases we act as the agent of the insurer when collecting or refunding premiums. This means when you have paid us you have effectively paid the insurer (known as 'risk transfer').

Where there is no risk transfer, prior to passing your premium to the insurance provider or refunding premiums to you, we keep your premium in a Statutory Trust Account. The aim of the Statutory Trust Account is to protect you in the event of the failure of the firm, or the failure of the bank. In such a circumstance, the firm's general creditors should not be able to make claims against your money as it will not form part of our property. No interest is payable on premiums held.

Very occasionally your premium may be passed to a third party (e.g. another insurance broker) before being received at the insurer. The third party will also be required to have suitable levels of protection in place.

If we need to verify any changes to your bank account, we will do this as quickly as we can. During the process liability is expressly excluded for any losses arising from delays due to the checking process.

## Compensation Scheme

You may be entitled to compensation if we cannot meet our obligations (e.g. we stopped trading or did not have enough assets to pay claims made against us). Whilst we have strict approval procedures for the selection of all the insurers we use, we cannot guarantee their financial reliability. The good news is the scheme also applies to the insurers we use. You can get more information about the scheme, including the limits and restrictions, at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 or 0207 741 4100. Their address is 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

## Claims

It is vital that you notify us promptly when an incident, which may give rise to a claim, occurs. So that we can help you, please contact our dedicated claims team on 01603 218 099. In an emergency that occurs outside normal office hours you may find a helpline number for the insurance company in your policy documentation.

You have certain duties when any event takes place which is likely to give rise to a claim. You must, according to the circumstances:

- notify the police as soon as you are aware if any property is lost, stolen or maliciously damaged, and get a crime reference number;
- report the incident to us or your insurer as soon as reasonably possible and provide all information and assistance we may need;
- take all reasonable steps to mitigate the loss or damage and to recover any lost or stolen property and advise us without unnecessary delay if such property is returned to you;
- forward all correspondence, legal documents or any other document related to a claim to us unanswered;
- not discuss liability with any third party without permission from us or your insurer;
- co-operate with us/your insurer in any investigation including the supply of supporting evidence; and
- act at all times in good faith.

Occasionally we act under a 'delegated authority' from the insurer. This enables us to decide on a claim on behalf of the insurer using strict guidelines provided by them. In these circumstances, at the point of claiming you can decide whether the insurer or we deal with the claim.

Please note that when we are no longer appointed as your broker (e.g. you have moved your business away from us), we reserve the right to stop handling any ongoing claims.

## Complaints

It is always our intention to provide a first class service to our customers. However, we do appreciate that occasionally things go wrong. We take all complaints seriously and aim to resolve them fairly and promptly. You can notify us by telephone, face-to-face, in writing or by email (to [complaints@alanboswell.com](mailto:complaints@alanboswell.com)). Complaints should be addressed to the 'Complaints/ Customer Services Dept' where possible.

Having investigated your complaint and provided a response, if you remain dissatisfied you may be entitled to refer the matter to the Financial Ombudsman Service (FOS), free of charge. Their contact details will be provided at the point you complain, but for convenience we also detail them here: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR, telephone: 0800 023 4567. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Limit of Liability for Commercial Customers

### IMPORTANT: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE - CLAIMS AGAINST ALAN BOSWELL GROUP COMPANIES.

Please note that the limitation on liability referred to in this clause does not relate to the limit on liability under any policy arranged for you. Please refer to your policy documents for details of the limit on liability that applies under your policy. This clause relates to possible general insurance related claims against Alan Boswell Group.

Unless we agree otherwise in writing, the aggregate liability under these terms of business and the relationship with you as insurance intermediaries (brokers) shall be limited in respect of any claim for losses (including as a claim for breach of contract, tort or breach of statutory duty and including claims for statutory interest) to a maximum of £30,000,000. This limit shall apply to any one claim or any series of claims arising from one incident, however there is no limit in respect of any claim:

- received by a 'consumer' (i.e. a person acting for purposes outside of their trade, business or profession);
- for personal injury or death caused by our negligence;
- which results from us failing to meet our regulatory obligations;
- which results from any fraudulent act(s) (including theft or conversion) by us.

You are welcome to contact us to discuss increasing the limit above £30,000,000, however an additional charge may apply should we agree to amend this clause. Where you have contracted with only one company in the Alan Boswell Group then for the purposes of this clause limiting liability, that company contracts with you as agent and trustee for all other companies in the Alan Boswell Group, and it is intended that such other companies (with whom you do not have a direct contract) may enforce this clause limiting liability by virtue of the Contracts (Rights of third Parties) Act 1999.

## Government Law

Unless we have agreed otherwise with you, this contract is governed by English Law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## Regulators

Authorised and regulated by the Financial Conduct Authority. This information can be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

## How we will use your data

We will treat your personal information as confidential and handle it in a secure manner as required by data protection legislation.

In respect of your insurance, the legal basis for processing data is to ensure the proper performance of your insurance contract. Where data processing passes the necessity and balancing tests, the legal basis on which we process your personal data for marketing purposes is because there is a 'legitimate interest'. You can stop all marketing at any point by calling, writing or e-mailing us as [optout@alanboswell.com](mailto:optout@alanboswell.com).

More information is available by reviewing our Privacy Statement which is available at [www.alanboswell.com/privacy](http://www.alanboswell.com/privacy) or can be posted or e-mailed to you if you prefer. Please note that telephone calls may be recorded and used for fraud prevention, training and quality control.

## Contact details

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