



Customer Information Status Disclosure & Terms of Business

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 'Use of personal data', specifically the paragraph explaining how 'sensitive personal data' will be used and the sub-section headed 'Credit Checks': and
- The section headed 'Handling money', which explains our terms for handling client money in a Non-Statutory Trust account.

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

BBi is a trading style of Berns Brett Limited which is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 117991.

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

Our service and the policies we offer

Typically our role is to provide advice and after we have ascertained your needs, to provide a personal recommendation explaining why the product recommended best meets your requirements. In some circumstances we do not provide a personal recommendation and we will therefore confirm the type of our service in separate documentation before finalising your insurances.

Where we can offer an instalment facility in order to pay the insurance premium by regular payments, we do not offer advice or personal recommendations in relation to this but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

We act as an insurance intermediary, not an insurer. We act as the agent of our client. However, we are subject to the law of agency, which imposes various duties on us. Therefore in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur so you will be aware of any possible conflict of interest.

We provide a personal recommendation and select personal and commercial insurances from a fair and personal analysis of the market, but for certain products we only select 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 the insurers we deal with for these products. If we propose using another intermediary to help place your insurance or should we be

able to offer finance for insurance premiums through the insurer or Close Brothers Premium Finance we will provide you further information before we finalise your arrangements. We will advise you of any inability to place your insurance.

We will not in any circumstance guarantee the solvency of any insurer.

Complaints and compensation

We aim to provide you with a high level of customer service at all times. If you are not satisfied, please contact us. In the first instance please contact David Skinner at the address on the front page.

When dealing with your complaint we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). For further information you can visit the FOS website

www.financial-ombudsman.org.uk.

Access to the Financial Ombudsman Service (FOS) is available for complainants falling within one of the following categories at the time we receive their 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

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 upon the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available in relations to insurance advising and arranging as follows:

- 90% of the claim, without upper limit.
- 100% of the claim without any upper limit for compulsory classes of insurance (such as Third Party Motor or Employers Liability); and
- 'pure protection' contracts, professional indemnity insurance and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

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

Payment for our services

We normally receive commission from insurers, product providers and where applicable finance providers.

- Any commission we receive will be paid by the insurer or product provider from the insurance premium.
- Any commission we receive from the premium finance provider will be paid from the finance repayment.

Our consumer customers will also be charged for handling your insurances and arranging your premium finance as follows:

Motor mid-term adjustments	£15.00
Request for duplicate documentation	£15.00
Referred/bounced cheques	£20.00
Mid-term cancellations	£25.00
Renewal preparation	£15.00

Our commercial clients may also be charged fees which will be disclosed on a case by case basis during the sales and renewal process before conclusion of the contract and before any payment becomes due.

You will receive a quotation that will tell you the total price to be paid and which identifies any taxes or charges separately from the premium before your insurance arrangements are concluded. We will in good time before the conclusion of each insurance contract or upon renewal remind you of your right to be informed of the level of commission which we receive from insurers and finance providers. 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. Full payment of premium and fees is due before cover commences or as otherwise stated under terms of credit or in any debit note, invoice or statement issued to you. Failure to pay the premium due will mean that your insurance policy might not commence or that it will be cancelled.

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

Handling money

Our financial arrangements with most insurance companies 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 as well as the transfer of claims monies on occasion. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. You will be notified if Risk Transfer does not apply when such monies will then be held by us in a Non-Statutory Trust account pending payment.

The establishment of the Non-Statutory Trust account follows FCA Rules introduced to protect money held by authorised intermediaries. You should be aware that under the Non-Statutory Trust account rules we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. We will retain interest earned on monies held in such a Non-Statutory Trust account.

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

Cancellation of insurances

For full details of any cooling off period that may apply please see your policy documentation. Any request for the cancellation of a policy should be made in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned.

In the event of cancellation, charges for our services will apply in accordance with the 'Payment for our services' section. Should the policy

be cancelled within 14 days of inception our cancellation fee will be waived.

The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires.

Ending your relationship with us

Should you wish to end your relationship with us prior to the end of the policy and wish the policy to continue, 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 where there is a valid reason for doing so. We will advise you of the reason for ending the relationship. Valid reasons may include, but are not limited to:

- Non-payment of premium or fees
- Failure to provide requested documentation or information
- Deliberate failure to comply with terms set out in these Terms of Business or insurer documentation.
- Deliberate misrepresentation
- Non-disclosure
- Attempted fraud
- Use of threatening or abusive behavior or language
- 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 providing complete and accurate information which insurers require in connection with any proposal for insurance cover. You have a duty to give a fair presentation of risk to the insurer. You should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and, where applicable, your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know. It should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. 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 or mean that claims may not be paid.

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.

The processing of your personal data

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details and health information or criminal offences.

We will process any personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurance (and arranging insurance premium finance where applicable). Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interest, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing enquiries@bernsbrett.com.

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We only use your data for the purpose for which it was collected. We only grant access to or share your data within our firm or firms associated with us, with authorised partners, third parties and our market services providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing, or as required by law.

The Data Protection Act 2018 provide you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our Compliance Director by emailing david.skinner@bernsbrett.com or by writing to the address shown on the front page or by telephoning 020 8559 2111. How we process your personal data is details further within our Privacy Notice, which can be accessed via our website at www.bbcover.com or a copy can be provided on request.

Nothing in the agreement overrides the Broker's duty to place the interests of its client before all other considerations nor shall this agreement override any statutory legislative or regulatory requirements (whether obligatory or advisory) which may apply to the Broker.

Information provided to you by way of reports and publications constitutes confidential and proprietary information belonging to us and may only be disclosed and/or used in accordance with permission granted by us. Any other disclosure and/or use is strictly prohibited and we reserve the rights amongst other to take such action as is necessary to protect our confidential and proprietary information.

Please note that English Law recognises the existence of an implied contract of insurance permitting insurers to inspect certain documents which we hold as your broker. Some insurers have slightly wider access than others. You should be aware that the right to inspect does not depend on your prior consent having been given.

Depending on the circumstances of the insurance contract, we may need to transfer data outside the jurisdiction of the European Economic Area. Your personal information may also be used for crime prevention.

Please note that telephone calls with us may be recorded for compliance and training purposes.

For the purpose of the Data Protection Act, we act as Data Controllers.

Credit Checks

Other firms involved in arranging your insurance including insurers, other intermediaries or premium finance providers 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, ascertain the 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.

Conflict of interests

Occasions can 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.

Claims handling arrangements

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.

Governing Law

These Terms of Business are constituted under and shall be governed by English Law and shall be subject to the jurisdiction of the Courts of England and Wales.