

# Terms of Business Agreement

Applying to all General Insurance Customers

We recommend that you carefully read these Terms that apply to our appointment by you and the services we will provide.

**Company Contact Details: - J Illingworth & Co Ltd, Newgate House, 1 Newgate, York, YO1 7LA**

Telephone: - 01904 631622 ~ Fax: - 01904 670315 ~ Email: - [info@illingworths.co.uk](mailto:info@illingworths.co.uk)

J Illingworth & Co Ltd is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 207560. You can check this on the FCA Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by telephoning the FCA on 0800 111 6768.

## Our Service

J Illingworth & Co Ltd are an Insurance Intermediary and not an Insurer. We offer a wide range of insurance products and have access to most leading Insurers in the marketplace. Where we are making a personal recommendation based on a fair and personal analysis, we will examine sufficient insurer contracts, based upon the cover, premiums and service. In all other cases, for example when we conduct a limited search or offer a single insurer, we can supply you with a list of the insurers we may and do conduct business with. We will explain the main features of the products and services we offer you including details of the provider, main details of the cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of insurance. To access an insurance product that best suits your needs, we may use another insurance intermediary to help place your business.

When arranging payment by monthly instalments, we may use an Insurer's Direct Debit Facility or act as a Credit Broker (not a Lender). In this instance we will only offer Premium Finance facilities from Premium Credit Limited or Newgate Premium Finance Limited. You may be able to fund your premium through an alternative method cheaper

## Our Relationship

As an Insurance Intermediary we act as your Agent. We may also have relationships with Insurers and act for them in a limited capacity. Some Insurers appoint us as their agent for the receipt of premiums and the issue of documents. We are subject to the laws of agency and will always act in your best interests. Newgate Premium Finance Limited who are authorised and regulated by the Financial Conduct Authority are a close link with us, through common or shared directors.

## Your Responsibility to Provide Information (All Customers)

You must take reasonable care to provide complete and accurate answers to the questions we ask you when you take out, make changes to or renew your policy. If you are in doubt, please contact us. Your insurance is based on the information that you provide to the insurer and if this information is wrong or incomplete, claims may not be paid, your policy may be cancelled, special terms may be imposed or the policy voided and the premium may not be returned to you. You must also inform us of any changes to your policy details during the life of your policy including each renewal. Please read carefully all policy documents sent to you and inform us immediately of any incorrect information is shown. If you have difficulty in understanding anything, please let us know and we will assist you. For your protection, Insurers check and maintain databases to prevent fraud and the information you provide to us may be subject to checks.

**If in doubt about any point in relation to your duty to take reasonable care please contact us immediately.**

## The Duty of Fair Presentation (for Commercial Customers)

If you are purchasing insurance for commercial purposes related to your trade, business or profession, in addition to the above, it is your responsibility to provide a fair presentation of the insurance risk. You must disclose all material circumstances which you know or ought to know or failing that disclose sufficient information to put your Insurer on notice that it needs to make further enquiries. You must ensure any information is correct to the best of your knowledge and the representations you make must be made in good faith. If you fail to make a fair presentation of the insurance risk, this may result in additional terms or conditions being applied or any claim payment being proportionately reduced. Any deliberate or reckless breach of this duty can result in your policy being declared null and void by an Insurer with no refund of premium given.

## Notification of Incidents/Claims

It is essential to notify us immediately of any incidents that may result in a claim under your insurance policy. You must do so whether you intend to claim or not. Any letter or claim received by you must be passed on to us immediately, without acknowledgement. Only by providing prompt notification of all incidents can your insurance company take steps to protect your interests. Your policy documents will provide you with details on who to contact to make a claim. Claims payments will be made in favour of you. If you require a payment to be made to a third party, you must confirm the required payee name and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

## Financial Crime

Please be aware that current UK Money Laundering Regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of our information gathering process.

We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to Insurers or Clients.

## Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary): -

- **New Policies:** - immediate payment on or before the inception date of the policy
- **Alterations to Existing Policies:** - immediate payment on or before the effective date of the change
- **Renewals:** - due in full before the renewal date (please ensure that any payment is received before 12.00 Noon on a Working Day prior to the renewal date of your policy otherwise cover may lapse)

If payment is not received from you in accordance with the above terms, we, on authority from your Insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of any legally required insurance covers. If you choose to pay for your insurance premium using a premium finance provider, your details will be passed onto them. A breakdown of the costs of your monthly instalments will be provided to you with a document outlining the terms and conditions of a Credit Agreement. It is important that you take time to read this document and you must contact us if you do not receive this. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. Failed payments may result in fees being imposed or cancellation of your insurance. In the event of a claim, your instalments must continue to be paid until the full premium and charges have been settled. We reserve the right to pursue any additional debt owed to the firm through a due legal process.

## Charges / Fees

We are remunerated by commission from your premium which is paid to us by your Insurer. We may also charge you a fee (see below). Where we receive no commission, we will agree a specific fee with you before you agree to buy. We may receive other income based on the profitability or volume of our accounts from an Insurer, or commission for arranging instalments from a premium finance provider. We may also earn income from claims management companies. You have the right to ask us about our earnings at any time. Because the commission rates paid by insurers are variable and do not always reflect the level of work carried out by us, we also make individual service charges over and above the charges made by your insurers to cover the administration of your insurance policy. Such charges are non-refundable and are detailed below: -

	<u>Consumer</u>	<u>Commercial</u>
<b>New Business / Renewal</b>	£20.00	£20.00
<b>Cancellation</b>	£20.00	£20.00
<b>Mid Term Adjustments</b>	£20.00	£20.00
<b>Lost Papers or Documents</b>	£20.00	£20.00
<b>Temporary Changes</b>	£20.00	£20.00

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding 30% of the premium, and will advise you of the actual amount at the time of quotation or renewal. These fees may be subject to change.

Where there are any changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the policy. Where a transaction results in a premium refund being due, that refund will be reduced by any service charge and any other sums owing in respect of the policy. If you have paid by credit or debit card, any refunds may be made back to that card.

## Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a 'Cooling Off Period'. Where you cancel a policy before renewal date, you will be responsible for paying an administration charge to cover the cost of the cover provided and any administration expenses.

## Refunds

Where a policy is cancelled before renewal, Insurers charge to cover their costs, with any balance refunded to you, subject to no claims having being made. Full details will be available in your policy. In the event of a mid-term adjustment giving rise to a return of premium, the amount may be refunded or held in credit. In view of the cost involved in making changes to your policy, we do not issue refunds of less than £20.00.

Your attention is specifically drawn to the following:-

Where you cancel your policy **after** the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, **we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled.** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned.

For certain commercial insurance policies, Insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund is payable if the policy is cancelled prior to renewal date. This is usually referred to as a Minimum & Deposit Premium and we will advise you if this affects you.

### **Protecting Your Money**

We hold your premium payment in a **Statutory Trust Client Money Bank Account**. This means we keep client money separate from our own money by paying it into a client money trust account. We may only use the money held in trust on behalf of a customer for paying that customer's premium to an insurance company and to pay premium refunds or claims we receive from the insurance company to that customer, once the money has been received from the insurance company. We are not allowed to use that customer's money to pay another customer's premium or refund and any interest earned on client money held by us will be retained by us for our own use.

In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their Agent. This means that any payment you make to us is regarded as having been paid to the provider. This is known as Risk Transfer.

### **Complaints**

It is our intention to provide you with the highest possible level of customer service at all times. However we do recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so as follows: -

- In Writing to the Complaints Manager – Darren Kelly
- By Telephone: - 01904 631622
- By E-Mail at: - [info@illingworths.co.uk](mailto:info@illingworths.co.uk)
- In person by visiting our Office (see Page 1 for our address)

If we are unable to resolve your complaint by close of business on the third working day after receipt, an acknowledgement will be sent no later than 5 working days after receiving your complaint confirming who is dealing with the complaint and when we will expect to respond to you. Within 8 weeks of the date we receive a complaint, we will provide you with our final decision.

If you still remain dissatisfied, you can refer your case to the Financial Ombudsman Service, Exchange Tower, London E14 9SR, Telephone - 0800 023 4567 or Fax 020 7964 1001 or Email: - [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Web: - [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### **Solvency of Insurers**

We cannot guarantee the solvency of any Insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an Insurer become insolvent.

### **Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from this scheme depending on the type of business and circumstances of the claim, if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk).

### **Automatic Renewal**

Where we have previously obtained your agreement and your policy is eligible, we will automatically renew your policy (unless you tell us otherwise) up to 7 days before renewal date.

### **Privacy Notice**

Please read our separate Privacy Notice that accompanies this document. It contains important information about how we use your information and what type of information we may need from you in order to administer your insurance.

### **Communications / Documentation**

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant Insurer(s). It is therefore important that your policy documentation is kept in a safe place, as you may need to refer to it, for example how to make a claim.

A new policy booklet / wording is not necessarily provided each year, although a duplicate policy document can be provided at any time upon request.

You should always check the policy documentation to ensure all the details are correct and if this is not the case, please contact us immediately where you will be advised of any resultant changes.

### **Limitation of Liability**

We acknowledge that we may be liable to you for loss, damage, costs and expenses ("losses") caused by our negligence or the negligence of any of our directors, employees, consultants, sub-contractors or agents for whose acts errors or omissions we are legally liable ("the specified persons"), subject to the following provisions of this clause.

We shall have no other liability of any nature, whether in contract, tort or otherwise, for any losses whatsoever and howsoever caused, arising from or in any way connected with the services and/or advice provided by us or our engagement by you. We shall not be liable in contract, tort (including negligence) or otherwise for:

- i) any increased costs or expenses; or,
- ii) any loss of profit, business, business contacts, business revenues or anticipated savings; or,
- iii) any special, indirect or consequential damage of any nature whatever.

We shall not be liable to the extent that losses are due to the provision of false, misleading, inaccurate, or incomplete information or documentation or your failure to inform us of any material information or if and to the extent losses are due to any act or omission of any person other than us or any of the specified persons. We shall not be liable to you or be deemed to be in breach of our contract with you by reason of any delay in performing, or any failure to perform any of our obligations to you, or the delay or failure was due to any cause beyond our reasonable control.

Unless otherwise agreed by us with you in writing, our total liability to you (whether in contract, tort [including negligence] or otherwise) shall not exceed £5,000,000 in respect of any one claim.

We hold professional indemnity insurance in accordance with the requirements of the FCA

### **General**

If any provision of these terms are found to be invalid or unenforceable either in whole or in part, the validity of all other provisions of these terms and the remainder of the provisions in question will not be affected.

Our Terms of Business Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of this shall be subject to the exclusive jurisdiction of the relevant court.

# Privacy Notice

**Data Controller:** J Illingworth & Co Ltd

**Contact for queries:** Darren Kelly

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## How we will use the information you give us.

We will only use your information on the basis that it is necessary to administer your insurance contract or help you make a claim. Where we need to pass information to other firms, it will only be for that purpose. These firms will be Insurers, other insurance brokers, price comparison sites and firms handling claims. It includes finance providers and firms that process or administer our records.

When we contact you, it will either be for the above reason, or because we have a legitimate interest in marketing related products. For any other marketing it will only be with your consent and you will be able to withdraw your consent or unsubscribe easily at any time.

If we have to transfer information to a third country outside the EU, we will only do so if a similar level of protection applies. If we need to obtain information which is by nature sensitive, we will only do so on the basis that it is in the public interest - for example to fight crime, prevent fraud or to make sure insurance is available.

## What type of personal information do we need?

- We may need personal details which might include details of members of your family, lifestyle, finances, business or education.
- We will only collect what is necessary and will only keep it for as long as we are required to do in line with our data retention policy. You can ask us for a copy.

## What other types of information do we need?

- Under certain circumstances we may also need to obtain information about Nationality/Residency, Gender, Health or Sex.
- We might also need details of criminal convictions.
- We will only collect what is necessary and protect it with appropriate security measures.

## How do we obtain your information?

- We may gather it from information you submit to a website, by telephone, face to face or by email.
- We may receive it from insurers, other insurance brokers, price comparison sites and firms handling claims. It includes finance providers and firms that process or store our records.

## What are my legal rights?

- You have the right to complain to the Information Commissioner at [www.ico.org.uk](http://www.ico.org.uk), Tel 0303 123 1113.
- You can obtain a copy of your personal information from us without charge by contacting us at the address above. This may include the right to transfer information to other providers.
- You have the right to ask us to correct information.
- You have the right to ask us to delete your information or stop using it, unless it is necessary for us to retain it for insurance or financial purposes as set out in our document retention policy.
- You may have the right to object if decisions about you are made solely by a computer.