

# Terms of Business Agreement

**Please read this document carefully** as it sets out the Terms that apply to our appointment by you and the services we will provide. This document supersedes any terms of business that may have been previously provided to you. If there is anything in this document you do not understand or agree with, please contact us. We will assume you accept these terms if we do not hear from you.

## 1. Regulation

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services.

**Policy Powerhouse Limited** is an Appointed Representative of Bennett Gould & Partners (Dorset) Limited, which is authorised and regulated by the Financial Conduct Authority (FRN 310780), and is permitted to advise, arrange and assist in the administration and performance of general insurance contracts. You can check this on the FCA Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

## 2. About Us

**Policy Powerhouse Limited.** Registered office: The Granary, Hermitage Court, Hermitage Lane, Maidstone, Kent. ME16 9NT. Registered in England & Wales No. 13071685.

Bennett Gould & Partners (Dorset) Limited. Registered office: Corinium House, Corinium Avenue, Gloucester, GL4 3HX. Registered in England & Wales No. 04044055. Bennett Gould & Partners (Dorset) Limited is a wholly owned subsidiary of Bennett Gould & Partners Limited (FRN 306850).

## 3. Our Services

As an insurance intermediary, we normally act for you when we arrange your insurance. However, we can also act as an agent of the insurer in relation to the coverage proposed or the insurer may have outsourced to us certain work related to the administration of your contract. We have in place management controls to deal with any conflicts of interest that may arise. Unless we advise you otherwise, we are acting on your behalf. We do not offer advice in relation to tax.

We deal with non-advised sales.

Non-advised sales - if you take out, amend or renew your insurance through our online/remote service, this will be on a non-advised basis. You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed. You should ensure such transactions are suitable for your needs. We will inform you in writing where we arrange insurance for you, but do not provide advice.

Quotations will be valid for a period of 30 days from the date of issue unless advised otherwise. We reserve the right to withdraw quotations in certain circumstances (e.g. where the insurer has altered the premium/terms for the insurance since the quotation was given, or if a claim/incident has occurred since terms were offered).

We may provide additional services such as, risk management. Please note that such services are not regulated by the Financial Conduct Authority and do not benefit from the protection offered by The Financial Ombudsman or Financial Services Compensation Scheme.

## 4. Insurers

We offer products from a wide range of insurers. Our selection will usually involve a limited number of insurers however, we may only approach two or three insurers or just one, depending on the risk. We will inform you of the basis of our selection as part of our sales process. You may also ask us for a list of insurers we deal with. We may place your insurance under a binding authority, managing general agency, lineslip or similar facility where we reasonably consider these match your insurance requirements or instructions. We shall inform you whenever we bind your insurance risk under a facility. While we select insurers carefully, we cannot guarantee the solvency of any insurer.

## 5. Awareness of Policy Terms

When a policy is issued you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you have purchased. If you are in doubt over any policy terms and conditions, contact us promptly.

## 6. Commissions, Fee and Charges

We usually receive brokerage (also referred to as commission) which is a percentage of the insurance premium paid by you and is permitted by the insurer with whom the insurance is placed. We may also charge a fee payable by you in addition to the premium. Fees will be disclosed to you in advance of payment. We may be entitled to retain all brokerage and fees irrespective of any cancellation or mid-term adjustment.

## 7. Commission Disclosure - Commercial Customers only

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.

## 8. Premium

You must settle the premium/s due in cleared funds in accordance with the amount and payment dates specified in our correspondence with you. Failure to meet payment dates may lead to insurers cancelling your policy. Where insurers have specified that a premium

must be settled by a certain date, failure to comply may result in the automatic termination of your insurance contract.

## **9. Payment Options**

We will inform you of the payments options available when we provide you with your insurance premium.

## **10. Premium Financing**

Bennett Gould & Partners Limited (BGP) will act as credit broker in arranging premium finance and act on behalf of and owe a duty to the premium finance provider. BGP may receive commission for arranging finance agreements which is a percentage of the finance charge on premiums financed. BGP work with a number of finance providers and information about payment options is provided on a non-advised basis. You remain free to make your own choice of premium finance provider. All instructions which we receive verbally or in writing from you or your representative are binding.

It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement. The finance arrangement you enter into will be with finance company, not with us or BGP. Please note that your policy cover will cease if you fail to maintain payments on an instalment agreement or a premium finance facility related to it.

## **11. Protecting your Money**

We are not permitted to hold client money. Bennett Gould & Partners Limited (BGP) will hold your money under a risk transfer agreement with insurers or in accordance with the FCA rules. Monies will be held in a non-statutory trust client bank account which entitles BGP to use client money to make advances of credit (for example, to pay another customer's premium before the premium has been received from that customer or to pay claims and premium refunds to a customer before funds have been received from the insurer). This is standard practice within the insurance industry, and holding your money in this way protects your money in the event that BGP becomes insolvent. BGP may earn interest on monies held, which will be retained by them. Unless you tell us otherwise, you are consenting to BGP holding your money in this way.

In arranging your insurance, we may employ the services of other intermediaries who are regulated by the FCA, and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold client money in a separate trust account. We will inform you if at any time BGP are required to pass your premium to firms who operate outside of the UK, where protection arrangements may differ.

## **12a. Cancellation – Consumers only**

Please contact us if you wish to cancel a policy we have arranged for you. Consumers usually have a legal right to cancel policies for any reason, subject to no claims have occurred, within 14 days of receiving the full terms and conditions (cooling off period). If you decide to cancel your policy within this timeframe and you have not made a claim on the policy, you may be entitled to receive a refund of any premium paid less any reasonable costs incurred by the insurer in providing the cover.

## **12b. Cancellation – Commercial Customers only**

Your insurance may include a cancellation clause. The terms of your policy may allow insurers to retain the premium in full or to charge short period premium in event of cancellation before the policy expires. Please check your policy documentation for details. Please note that our commission and fees are fully earned from the date insurance cover commences and will not be refundable in the event of cancellation, avoidance or early termination of the policy.

## **13. Renewals**

Renewals will be invited on the basis that there have been no changes other than those specifically notified to us and your insurers. We will notify you each year in advance of the renewal date and inform you of any changes to the premium, policy terms and conditions. If we do not receive your instructions by your renewal date, we reserve the right not to renew your policy. We will not be held liable for any loss you may suffer if you fail to provide the necessary instruction in sufficient time prior to renewal. If your policy is automatic renewal, this will be advised to you at the time your policy is issued. If you do not want us to automatically renew your policy please inform us otherwise we will renew your policy and invoice you accordingly. Failure to notify us or your insurers of any changes to your circumstances may lead to your policy being cancelled, your claim being rejected, or not fully paid.

## **14. Data Protection**

In accordance with Data Protection Law, we must always have your consent or a legal basis for using personal data. By asking us to quote or provide you with insurance, you have consented to our use of your personal data, as it is in our legitimate business interest to use it (legal basis). You may withdraw your consent to such processing at any time however, if you withdraw your consent, this will impact our ability to provide insurance or pay claims. Your personal data may be used for the following purposes, quotation, policy administration, claims processing, renewals, mid-term adjustments and complaints handling (this is not an exhaustive list). Providing services to you may involve the disclosure of personal data to third parties such as insurers, loss adjusters or premium finance providers which may result in a credit check to confirm your identity, assess your financial standing and minimise the risk of fraud. We may also disclose your information pursuant to legal and regulatory requirements. Our privacy notice can be viewed at [www.policypowerhouse.co.uk](http://www.policypowerhouse.co.uk) or is available upon request.

## **15. Complaints**

We aim to provide a high level of customer service at all times, but are aware that occasionally, we may not meet your expectation. If for any reason we fail to meet your expectation, please contact us as soon as possible by phone 0333 7727453, email [complaints@policypowerhouse.co.uk](mailto:complaints@policypowerhouse.co.uk), or in writing to Compliance Manager, Policy Powerhouse Ltd, The Granary, Hermitage Court, Hermitage Lane, Maidstone, Kent. ME16 9NT. A copy of our complaints procedure is available upon request.

We aim to resolve concerns within 3 working days. Where this is not possible, we will acknowledge your complaint in writing within 5 working days of receipt. If our investigations take longer, we will provide a full response within 20 working days or explain our position and timescales for a full response. If you are unhappy with our response or the position after a period of 8 weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS).

The FOS may not be able to consider a complaint if you have not provided us with the opportunity to resolve it first. You can contact the FOS on 0800 023 4567 or by writing to: The Financial Ombudsman Exchange Tower, Harbour Exchange Square, London, E14 9SR. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

We are covered by the FSCS. 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, this increases to 100% of the claim without an upper limit. Further information about compensation scheme arrangements is available from the FSCS helpline: 0800 678 1100 or website: [www.fscs.org.uk](http://www.fscs.org.uk)

### **Limit of Liability**

This clause restricts the amount that may be recoverable as a result of our negligence. Other than injury or death (that no cap on liability will apply), our liability to you for the services we provide shall not exceed £2,000,000 in connection with any one or connected events.

## **18. Employers Liability Tracing Office (ELTO)**

ELTO is an insurance industry initiative set up to assist the tracing of Employers Liability (EL) insurers by employees who may have suffered injury or disease at work. It was established in April 2011 and since 1<sup>st</sup> April 2012 it is a legal requirement for employers to submit specific details i.e. the Employers Reference Number (ERN) and details of any subsidiary companies, to insurers to assist in the upkeep of this register. From April 2012 it is legally required to collect it for any policies containing an element of EL cover either incepting or renewing from that date. Further information is available at <http://www.elto.org.uk>

## **19. Motor Insurance Database (MID)**

The Motor Insurance Database (MID) was established in 2003 as part of the Motor Vehicles (Compulsory Insurance) Regulations. This legislation places a direct obligation on the Motor Fleet or Motor Trade policyholder to update the Database with accurate details of all road registered vehicles held for a period for more than 14 days, including temporary vehicles. Failure to supply or maintain vehicle data on the MID may result in prosecution and a fine.

## **20. Law and Jurisdiction**

This terms of business is subject to English Law and the jurisdiction of the English Courts.

## **IMPORTANT INFORMATION**

## **21. Your Obligations**

Your responsibilities will vary according to whether you are a Consumer or Commercial Customer.

**CONSUMERS** (e.g. individual taking out insurance wholly or mainly for the purposes unrelated to their trade, business or profession)

If you are a Consumer insured and the insurance is governed by English law you have a duty to:

Take reasonable care to answer all questions raised by insurers or us, fully, accurately, honestly and to the best of your knowledge. This duty exists before cover is placed, when it is renewed and anytime that it is varied, and the policy wording may provide that it continues for the duration of the policy.

Inform us promptly, if there have been any changes to the information set out in the Statement of Fact, Certificate of insurance (if applicable) or your Schedule, or if any of the information provided by you changes after your purchase, renewal of your policy and during the period of your policy. Please note, if on renewal of your policy you do not meet the insurer's request to confirm or change details you have previously given, this may amount to misrepresentation.

If any of the information provided by you is not complete and accurate, your insurer may cancel your policy and treat it as if it never existing, may not pay a part of all of your claim, may revise your premium and/or change a compulsory excess, or the extent of the cover may be affected.

**COMMERCIAL CUSTOMERS** (e.g. insured taking out insurance wholly or mainly for the purposes related to their trade, business or profession)

If you are a Commercial insured and the insurance is governed by English law, you have a duty under the Insurance Act 2015 to make a 'fair presentation of the risk' to your insurers. This duty requires you to disclose all 'material' information, facts and circumstances in a manner which is reasonably clear and accessible, and not to make any misrepresentations. This duty applies before you take out your policy, when you renew it, when you vary or extend it, and also during the life of the policy.

A material fact is one which would influence the judgement of a prudent insurer in determining whether to take on the risk and if so, on what terms. It includes (but is not limited to) any particular concerns which led you to seek insurance cover, any special or unusual facts relating to the risk, and anything which people involved with this type of insurance and your type of business would generally understand as being something which should be included in a fair presentation of the risk.

This duty requires you to disclose all material facts which are known by your senior management (i.e. the individuals of your business who play significant roles in the making of decisions about how your business activities are to be managed or organised) and by the individuals who are responsible for arranging your insurance. It also requires you to carry out a reasonable search for material information that you ought to know and which is reasonably available to you. You should therefore make appropriate enquiries for material information throughout your business and outside your business (such as, enquires of your agents and of anyone who will be covered by the insurance).

When providing information, completing a proposal form or otherwise confirming any information to your insurer, you should take care to ensure the details provided are complete and accurate and that all material statements of fact are substantially correct and not misleading, and that any representation you make which is a matter of expectation or belief (e.g. as an estimate or forecast) is provided in good faith.

Failure to comply with your duty of fair presentation could prejudice your right to recover in the event of a claim or enable insurers to apply additional terms to your policy from the date it started, or even to avoid your policy (i.e. cancel it from inception without refund of premium) and treat it as if it never existed.

If you are in any doubt as to whether something is a material fact, please contact us promptly.