



Coulter Hurst & Co
INSURANCE & RISK MANAGEMENT

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Authorised and regulated by the Financial Services Authority

Terms of Business Agreement Commercial Customers

Please read this document carefully. It contains details of our regulatory and statutory responsibilities and sets out the terms on which we agree to act for you. Please contact us if there is anything in it which you do not understand. We would particularly draw your attention to the sections headed Disclosure; Cancellation Clause; Premiums and Financial Aspects; and Retention of Remuneration.

Regulation

We, Coulter Hurst & Co, Moffat House, 14-20 Pall Mall, Liverpool, L3 6AL are authorised and regulated by the Financial Services Authority (FSA) to advise on, arrange and assist in the administration and performance of non-investment insurance contracts.

Our FSA registration number is 304270 and you can check this on the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Our Service

In arranging insurance for our clients, we act as an Independent Intermediary and are committed to acting fairly and in the best interests of our clients in providing our services. Our service includes advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you need to make. We can also assist you with making a claim. Occasionally we offer policies on a non-advised basis and will inform you at the time if this is the case. We offer a range of personal and commercial general insurance products based on a fair analysis of the market. This market may be limited for certain classes of business and occasionally to only one insurer and we will advise you if this is the case. Please ask us if you require a list of the insurance providers we use.

We regularly check the market ratings of insurers we use. However, we cannot guarantee the solvency or otherwise of any insurer with whom we may place your business and accept no responsibility for their financial standing or financial performance, which can alter after inception of cover. In the case of non-standard risks, there is often a limited market which is not rated in which case you will be informed of this at the time.

Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. Failure to disclose material facts or information pertaining to your insurance, or any inaccuracies in information given, could result in your insurance policy being invalid or cover not operating fully. Your duty is not limited to answering specific questions and if you are in any doubt as to whether a fact is material you should contact us for guidance. General guidance for commercial customers can also be found on our website www.coulterhurst.co.uk/Downloads

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

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You are reminded that it is an offence under the Road Traffic Acts to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

Please note under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as 'Spent'.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

If you are in any doubt about whether information is material, you should disclose it.

Policy Terms, Conditions and Warranties

You should read through all terms, conditions and warranties shown on your policy documentation. Please ensure that you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

Quotations

We endeavour to comply with industry requirements for contract certainty. However all quotations are subject to change in respect of the amount of premium indicated and/or the terms and conditions that are applied up to contract completion.

Confidentiality and Data Protection

All personal and sensitive information about our clients is treated as Private & Confidential.

We will only use and disclose the information we have about clients in the normal course of arranging and administering their insurances, and will not disclose any information to any other parties without their written consent. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our clients is correct, and shall use it to provide quotations when policies fall due for renewal.

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.

Motor Insurer Information Centre (MIIC) and Motor Insurance Database (MID)

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the MID, to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance. We are also obliged by law to inform an insurer of any motor policy which is not renewed, or is lapsed or we are aware, has changed.

Claims

We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all elements of the claim with due care, skill and diligence.

In the event of an incident occurring which may give rise to a claim under your policy you should notify us or the insurer as soon as possible using the contact details in your policy document, as we have no specific authority to handle claims on behalf of the insurers.

As part of our claims service when we receive notification of any incident that might give rise to a claim under a policy, we may also inform the insurer.

We will advise you promptly of insurers' requirements as to claims, including the provision, as soon as possible, of information required to establish the nature and extent of loss and will notify you of any request for information we receive from your insurers.

We will forward any payments received from the insurers in respect of any claim, to you, without delay.

We will always act in your best interest. However, situations occasionally arise where there is a conflict of interest e.g. we may act for two clients who are at variance and so we have a conflict management policy. If, in the course of handling your claim any conflict of interest arises, we shall only handle the claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and you have given that consent for us to act on your behalf.

Complaints

We want our clients to let us know what they think of our service. When we receive praise for a job well done or a suggestion that helps us to improve our business processes, we communicate feedback into our business improvement procedures. The same is true when we fail to reach the standards expected of us by our clients.

Should you have any cause for complaint about our services, please raise the matter in the first instance with the person who handles your account. Alternatively, you may contact the Managing Director, Charles Hurst at the above address. We will acknowledge receipt of your complaint promptly, advise you of the person dealing with it and provide you with a copy of our complaints procedure.

Should you not be happy with the response to your complaint you may have the right to take it to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel: 0845 080 1800. More information about the scheme can be found on the Ombudsman's website at www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we can not meet our obligations though this will depend on the type of business and the circumstances of the claim. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS website at www.fscs.org.uk.

Cancellation Clause

There is not normally the right to cancel under a commercial insurance policy though if it is necessary to cancel a policy mid- term, a refund may be payable. Short term rates may be applied by the insurer concerned and we reserve the right to charge a fee for any administrative costs incurred by us.

Fees

We reserve the right to charge a fee in certain circumstances. We will inform you prior to conclusion of the contract if any such fee is payable by you. If a fee is payable either in lieu of or in addition to commission, this will be agreed with you before we carry out any work on your behalf.

Premiums and Financial Aspects

Payment will be required upon your instruction to place cover and can be made by debit card, credit card (for which a small charge applies), guaranteed cheque or, in rare circumstances, cash.

You may be able to spread your payments through insurers' instalment schemes or a credit scheme with a third party finance provider. In the case of the latter, this service is offered through Premium Credit Limited (PCL). If you are a sole trader or small partnership we are obliged by law to tell you that if a scheme is used, in deciding whether to offer you credit terms, the insurer or PCL as the case may be will conduct a credit assessment including a credit reference check. This search may leave a footprint on your credit record.

We will give you full information about your payment options when we discuss your insurance in detail.

Risk Transfer

Premiums that we collect from you are held in our Client Money Bank Account specifically used for the purpose of holding client premiums. By virtue of agreements we hold with many insurers, we collect premiums on their behalf. Therefore, once we have collected premiums from you, under the terms of our agreement with insurers, those premiums are treated as having been paid to the insurer. We will remit the premiums net of commission in accordance with the terms of our agreements with insurers.

Client Money Segregation (Statutory Trust)

As stated above, premiums we collect from you will be held in our segregated Client Money Bank Account. All of our bank accounts are with NatWest. The Client Money Bank Account is set up as governed by FSA rules. We have in place, and maintain, systems and controls adequate to ensure that we are able to monitor and manage client money transactions. If we become insolvent, the FSA dictates that clients will have a prior claim on the client money in the Bank Account according to their respective interests.

Client money passed to another person

In the case of non-standard risks, it may be necessary to transfer monies you have paid to us to another insurance intermediary. In these circumstances, risk transfer as described above does not occur until the premium is paid to the ultimate insurer. We will advise you at the time if this is the case.

Client money passed to another person outside the U.K.

It may be necessary on rare occasions to transfer monies you have paid to us to another insurance intermediary operating outside of the U.K. We will advise you at the time if this applies to your contract.

We have a duty under FSA Regulations to inform you that the legal and regulatory regime applying to the insurance intermediary may differ from that in the United Kingdom and, consequently, if the insurance intermediary fails, the premium may be treated in a different manner from that which would apply if the premium was held by an insurance intermediary in the United Kingdom.

Unless you have notified us that you do not wish your premiums to be transferred in the manner outlined in this section, by accepting these Terms of Business, you are giving your consent for us to act in the manner described in this section

Renewal premiums paid by instalments

We shall contact you with the renewal premium and terms for the coming year in good time before the renewal of the policy. We shall send your new Certificate of Insurance to you, if applicable. Unless you have informed us otherwise before the renewal date, we shall renew the policy automatically on your behalf. **If you do not wish to renew the policy, please let us know as soon as possible.** We would also advise you to cancel your direct debiting instructions with your bank prior to renewal date if you are not renewing.

Return Premiums

Return premiums can arise if an insurance risk is reduced or a policy cancelled, though not all classes of insurance permit the right to a premium rebate. If a policy is cancelled or insurance risk reduced, we will refund any return premium if allocated by the insurer but reserve the right to retain earned commission – see “Retention of Remuneration” below.

Commission Withdrawal

We may receive commission from the premiums that you pay to us. We shall only withdraw commission after we have received the premium from you, and in accordance with FSA regulations and agreements that we hold with insurers.

Retention of Remuneration

Unless agreed to the contrary, commission and fees for commercial policies are deemed to have been earned for the policy period upon placement and we reserve the right to retain these earnings in respect of the full policy period even if the policy is amended or cancelled.

Disclosure of Commission

If you would like to know the amount of commission that we are paid in respect of your insurance contract, this information is available on request at any time. Under certain circumstances we may receive additional remuneration from an insurer by way of profit share agreement based on the volume, growth and claims experience of the business placed with them. The existence of such an arrangement does not, under any circumstances, override our duty to place our clients' interests first. We will remind you of your right to request this information before the conclusion of any contract,

Other Taxes or Costs

Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, nor imposed, by us.

Governing Law

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

This Terms of Business Agreement supersedes any previously sent to you. Please contact us if there is anything in it which you do not understand.