

# Terms of Insurance Business

## About Us

Redstone Insurance Brokers Ltd of 16 The Courtyard, East Park, Crawley, West Sussex, RH10 6AG, is authorised and regulated by the Financial Conduct Authority (FCA). Our firm's Registration Number is 468457. We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies. You can check these details on the FCA's register by visiting the FCA's website <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

## Your Duty of Disclosure

Your insurance is based upon the information provided to the insurance company and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurer's decision to accept and pay a valid claim are disclosed.

We must be notified with the relevant details if the business or any company in the same group as the business, or any director or partner of the business or any group company, (either personally or in any business capacity), has ever been, or is during the period of insurance:

- Declared insolvent or bankrupt or the subject of bankruptcy proceedings
- The subject of a County Court judgment (or Scottish equivalent), or if there are any proceedings pending
- A director or partner in any business which is or has been the subject of a winding up or administrative order, or receivership or other insolvency proceedings
- Convicted or charged with any criminal offence, or have a prosecution for such an offence pending, (except for the Road Traffic Act offences of parking or speeding on one occasion if there are no convictions)
- Prosecuted or served with a notice of intended prosecution, or a prohibition notice in connection with a breach or alleged breach of any health and safety legislation
- Refused or declined insurance cover or has or has ever had insurance cancelled, renewal refused or had special terms imposed.

**Failure to disclose material information may invalidate your insurance and could mean that part, or all, of a claim may not be paid.**

## Insurance Documentation

You are responsible for checking the insurance policy and any other documentation relating to the insurance cover to confirm that it accurately reflects your insurance requirements. If there are any discrepancies or parts that you do not understand you should notify us immediately.

## Recorded Telephone Conversations

For security and training purposes your call may be recorded and may also be used as proof of the information you have provided in connection with your insurance.

## How To Cancel

You may have a statutory right to cancel this insurance within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within 14 days, you will receive a pro rata refund of premium from the insurer (subject to no claim). Insurers are also entitled to make an administration charge and we may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance (see fees and charges).

If you wish to cancel outside this period, you may not receive a pro rata refund of premium. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance subject to no claim (see fees and charges).

**Please note that we reserve the right to deduct any monies owed to us due to non-payment from any return premium or any claims cheque.**

## Fees And Charges

Please refer to our tariff of administration charges for fees payable under these Terms of Insurance Business. These will apply if you instruct us to carry out a mid-term adjustment, renewal, cancellation, etc., on your behalf.

### New Business and Renewal Charges:

- Premiums up to £500 up to £75.00
- Premiums over £500 up to £100.00
- Mid-term adjustments up to £45.00
- Cancellations or lost commission up to £50.00
- Returned cheque £25.00
- Card handling fee £5.00

### Instalment Charges:

- New Business or Renewals for 3 instalments (or if direct debit default intervals) **£15.00**
- Deposit of 50% and the balance due within 30 days **£24.00**
- Deposit of 33.3%, then two more of 33.3% in 30 day intervals **£36.00**

### Commercial Fees:

- Up to and no more than 10% of the value of the policy.

## Finance And Direct Debit Arrangements

We operate various Third Party Funding arrangements, and the individual agreements will show the applicable charges. The Third Party Funding companies we use are listed below and their contact details may be obtained from their websites (also listed):

Close Premium Finance Limited:

<http://www.closebrothers.co.uk/insurancepremiumfinance.aspx>

To use this facility, you must be over 18 years old and hold a bank or building society account which supports direct debit. If you choose to pay by instalments your personal information and the bank

details you provide on the direct debit instruction will be passed to one of our third party finance providers. They will send you a welcome pack detailing their full terms and conditions and commence collection of your instalments. A credit agreement will be included for you to sign and return. The third party finance provider may begin collecting your direct debits before you return your signed credit agreement to pay for any insurance you are receiving. If you have any questions about your instalments, contact the finance provider directly and their details can be obtained from the aforementioned websites. On renewal of your insurance, we will continue to pass your details to the third party finance provider unless you instruct us otherwise.

Please Note: your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it and your credit rating may be affected. In entering into a credit agreement to pay your insurance premium, you give the finance provider the legal right to cancel your insurance policy on your behalf in the event that you default on the loan and offset any refunded premium against the outstanding amount owed to them. This means that if you default on your payment terms and the finance provider requests that we cancel your policy, we will do so as your agent.

#### Commercial Commission:

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.

#### Business Interruption / Loss of Profits Insurance

Several types of cover exist; Gross Profit basis (usual for manufacturers, retailers etc); Gross Revenue basis (normally for consultants, professions); and Increased cost of working basis, for businesses that believe there would be no loss of profit or revenue in the event of a claim but would need to cover increased trading costs until the claim is settled.

'Accounting Gross Profit' and 'Insurance Gross Profit' are not the same thing. Where your policy includes this cover, the Sum Insured for 'Gross Profit' should normally be calculated using the following method:

Annual turnover plus year-end stock and work in progress; less opening stock (and work in progress) and purchases, bad debts and uninsured variable expenses (such as the purchase of raw materials or shipping costs).

Gross Revenue insures the total turnover without deductions and Increased Cost of Working is based on projected additional costs of temporary relocation and other forecast additional costs.

Business interruption sums insured should then be adjusted to take into account the indemnity period (e.g., doubled for 2 years indemnity period).

#### Average

In the event of under-insurance, Insurers may reduce the amount of any claim settlement in the same proportion as the sum insured bears to the total value of the insured items

## How To Claim:

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact Redstone Insurance immediately or you may contact the insurer directly as soon as possible using the contact details provided.

- Motor claims number 01293 560692
- Commercial or property claims 01293 560692

## How We Use Your Information

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent or is required by law or by our regulator the FCA. Your personal information will be used by us for the following purposes:

- To administer and maintain your insurances
- To assist you with claims and enquiries
- To maintain your insurance records
- To keep you informed of other products and services we offer
- To enable us to conduct research and statistical analysis
- To monitor our internal customer service
- To share with other carefully selected third parties for marketing purposes

Under the Data Protection Act 1998 you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to Tarun Patel, the Managing Director, at the above address.

Data collected by us is contractual, and for our legitimate business interests as an insurance broker and We will be unable to offer any quotation or insurance if You refuse to provide certain personal data, including health, financial and criminal records data which is collected under the lawful basis of public interest, where these would affect the provision of cover and/or performance of insurance contracts. Your information will be held securely by us and shared with insurers, which could include reputable providers in other countries, to enable them to provide accurate terms and they will also obtain data about You and your insurance history from various insurance anti-fraud databases, such as the Claims and Underwriting Exchange (CUE) as well as publicly available websites and credit referencing agencies. We will not give anyone else any personal information except on Your instructions or authority, or where We are required to do so by law, or by virtue of our regulatory requirements. Information about You and Your insurances will be held while you are a client and for a minimum of three years, and in certain circumstances up to six years, after expiry of your policies. Under the Data Protection Act data subjects have the right to see, and correct, personal information about them that We hold. Please write to our data protection officer at our usual office address if You wish to exercise Your rights or have a complaint about our use of Your data

## Block Transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. On occasions it will be necessary for us to transfer such blocks from one

insurer to another where this is beneficial for our clients. *This Terms of Insurance Business document constitutes both your acceptance that we may do this and your prior request for us so to do.*

### Protecting Your Money

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurer (in which case your insurance is treated as being paid for). We may extend credit to other customers from this account, and we may need to transfer your money to another intermediary in some cases. However, your money will be protected at all times because of the requirements of the FCA rules. We also reserve the right to retain interest earned on this account. *By accepting these Terms of Insurance Business, you are giving your consent for us to operate in this way.*

### Money Laundering / Proceeds of Crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

### Confidentiality

All personal information about our clients is treated as private and confidential. Any sensitive data will be handled appropriately and information specific to our client will not be identified without their consent. If you do not wish us to disclose certain information you must inform us accordingly, in writing. We may use information we hold about our clients to provide them with information about other products and services which we feel may be appropriate to them.

### Insurer Security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

### Law And Jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### Complaints

It is our intention to provide a high level of service at all times. However, if you have a reason to make a complaint about our service you should contact Tarun Patel, Managing Director, at the above address or by telephone on 01293 560692. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. Further information is available at <http://www.financial->

[ombudsman.org.uk/](http://ombudsman.org.uk/). Your legal rights are not affected if the matter is referred to the Financial Ombudsman Service.

### Subjectivities

Sometimes an insurer will need specific information or ask for particular action to be taken and generally cover will still be provided whilst doing what they've asked for. If this happens, we will make sure we will provide the necessary information on what to do and when by, and what will happen if this is not carried out.

### Terrorism

Most policies don't insure against losses caused by terrorist activities. Cover can usually be arranged separately for this, so please get in touch if you'd like a quotation.

### Compensation Arrangements

We are covered by the Financial Services Compensation Scheme (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, 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 at <http://www.fscs.org.uk/>.