

## Terms of Business Agreement for General Insurance Clients

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### The Financial Conduct Authority

Allbright Bishop Rowley Limited, 207 Barkby Road, Leicester, LE4 9Z (Telephone 0116 272 0002) is authorised and regulated by the Financial Conduct Authority (FCA). We are permitted to arrange, advise, deal as an agent of insurers and assist in claims handling with respect to non-investment insurance policies. We are also authorised to act as a Credit Broker.

You can check this on the Financial Services Register by visiting the website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is **04049711**

### Our Service

We are a totally independent company and will always act objectively and in your best interests when recommending an insurer, or credit provider, to you, but under no circumstances do we act as an insurer ourselves, nor warrant or guarantee the solvency of any insurer.

We act on your behalf in selecting an appropriate policy to meet your needs, arranging insurance cover and any associated credit facilities, and in assisting you with claims matters. We act as an intermediary in arranging cover with your insurer and any associated premium finance.

Generally, we provide advice and arrange cover utilising products from a range of insurers. However, for certain personal insurance products, we may use more limited markets, which will be advised to you at the time of quotation. Credit facilities will either be offered from your insurer, or a specialist credit provider, as discussed with you before facilities are put in place.

### Providing Information to your insurers

Your insurance is based upon the information provided to the insurance company. Unless otherwise indicated by the specific insurer underwriting your particular policy, the following circumstances apply.

For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other customers must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before arranging or renewing your insurance policy, and throughout the policy period, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it. In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers (anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role). You must also consult with anyone who has particular knowledge about the risk to be insured. Failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid or an additional premium may be incurred.

### Credit references

In providing a quotation or cover for you, a credit check may be completed on you. The fact that such a credit check has been completed will appear on your credit report whether or not your application proceeds.

#### Allbright Bishop Rowley Limited

207 Barkby Road ■ Leicester ■ LE4 9HZ  
Telephone: (0116) 272 0002 ■ Facsimile: (0116) 246 0447  
[www.abr-insurance.co.uk](http://www.abr-insurance.co.uk) ■ [enquiries@abr-insurance.co.uk](mailto:enquiries@abr-insurance.co.uk)

**AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY**

Registered Office: Charnwood House, Harcourt Way, Meridian Business Park, Leicester, LE19 1WP ■ Company Registration Number: 4049711



### Awareness of policy terms

It is your responsibility to read your policy document to satisfy yourself that the cover meets your requirements. Should you have any queries, or concerns, please contact us immediately.

### How to Claim

Please call us immediately if you suffer a loss and we will advise you on the appropriate course of action.

### Protecting your Personal Data (data)

We are the Data Controller for the data you provide to us. We need to use your data in order to arrange your insurance and associated products and for marketing purposes (please let us know if you would prefer not to receive marketing information from us). You are obliged to provide information without which we will be unable to provide a service to you. We may pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators. We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we have handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113

### Complaints

We aim to provide you with a high level of service at all times, but if you should wish to make a complaint about our service we have a formal complaints procedure, and in the first instance you should contact the Managing Director at the address shown above.

We will acknowledge receipt of your complaint within 5 working days, and will aim wherever possible to resolve your complaint within this timescale. If immediate resolution is not possible and our investigations take longer we will write to you with an interim report at the very least within 28 working days, and will continue to work towards resolving your complaint at the earliest opportunity.

In the event that we are unable to satisfy your complaint, you may be eligible to refer the matter to the Financial Ombudsman Service (FOS). Further information is available by calling the FOS on 0800 023 4567 and at: <http://www.financial-ombudsman.org.uk/>

### Payment and Accounting

We usually receive a commission from the insurer which is taken from the amount you pay us. Where you pay on credit, we will also receive commission from the premium finance provider and, in addition, we also make the following charges to cover the administration of your insurance:

New Policies/Renewals - Consumer	£ 50.00
New Policies/Renewals – Commercial:	
Premiums £0 - £1,000	£ 80.00
Premiums £1,001 - £2,500	£125.00
Premium £2,501 - £5,000	£135.00
Premium £5,001 and over	£150.00
Midterm adjustments	£ 20.00
Temporary midterm adjustments	£ 10.00
Cancellations	£ 20.00

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We will be entitled to retain all remuneration in respect of the full policy period. Where return premiums are due to you because of cancellation or other amendments, we reserve the right to deduct our commission from the return premium arising.

Please note that, should you choose to pay using a third party premium finance provider, any default on your part may incur additional charges. Should the finance provider cancel the arrangement, following default, they may then invoice us for the outstanding premium. In these circumstances, we may cancel your policy, retain the return premium from the insurer and pursue you directly for any outstanding balance.

Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agent of the Insurer. All insurance premiums you pay to us are protected in a Statutory Trust Client Account until we pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering Your insurance

However your money will be protected at all times because of our requirements under the FCA rules. In order to complete an insurance transaction for you, your money may be passed to third party outside the UK. Differences in the legal and regulatory regime outside the UK mean that your money may not be treated in the same way as it is in the UK in the event of a third party failing. You may ask us not to transfer your money outside the UK. We will take your reading of these Terms of Business and your instructions to arrange cover, to indicate that you understand and have given your consent for us to operate in this way.

You are entitled to ask us to explain our earnings on any transaction completed for you.

### **Cancellation Rights**

You may have a statutory right to withdraw from particular policies within a short period. If so, and you cancel, you will receive a pro rata refund of premium from the insurer. Please refer to your policy summary or your policy document for further details. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

If you wish to cancel outside this period you may not receive a pro rata refund of premium, and certain policies are subject to non-refundable premium terms. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

### **Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. 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 on 0800 678 1100 and at: <http://www.fscs.org.uk/>

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