

## **Terms of Insurance Business**

**Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third-party providers. Please contact us immediately if there is anything in this document that you do not understand/or with which you disagree. Your receipt of this document constitutes your informed consent to its contents.**

### **About us**

Inman and Associates Ltd (“We”, “Us”, “Our”) of 10, Mercia Business Village, Torwood Close, Westwood Business Park, Coventry, CV4 8HX is authorised and regulated by the Financial Conduct Authority (FCA). Our Firm’s Registration Number is 543324.

Inman Insurance Broker Group and Instant Insurance Business are trading styles of Inman and Associates Ltd.

We are a wholly owned subsidiary of Brunel Insurance Brokers Ltd (BIB). BIB is authorised and regulated by the FCA. Their Firm’s Registration Number is 556188.

We are permitted to arrange and advise on commercial and consumer insurance policies 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 [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### **Our Services**

We are an independent insurance intermediary. We have the ability to place insurance and insurance-related services with a wide range of insurance providers.

When you appoint us to work for you, we become your agent. This means that we act as agent for you in the sourcing of a suitable policy, placing the insurance and in the event of a claim, but in limited circumstances we will act as agent of an Insurer. Please ask us if you wish to be advised of these limited circumstances.

We will hereby respond to your request for quotations for insurances, suitable to meet your demands and needs, as detailed within your submission and our communications.

We will provide you with relevant documentation as soon as possible and you agree to promptly check all documentation supplied to you to ensure there are no mistakes or misunderstandings.

You will advise us immediately of any errors or anything you believe is not in accordance with your instructions or specifications

Any reports, letters, or information we provide you with during the term of our engagement are not to be disclosed to any third party without our prior written consent. If we provide our consent, we may stipulate terms regarding such provision or require the third party to enter into a direct relationship with us. We disclaim all responsibility and liability for any consequence whatsoever should a third party rely upon any such report, letter, or information without our first having given our written consent that such third party may do so.

When policies that we have arranged become due for renewal, we will prepare quotations on the using the risk information we have on record. We will discuss quotations with you in advance of renewal to ensure that you have sufficient time to consider our terms or make an alternate arrangement.

Please note that if this agreement is terminated, we will not prepare renewal quotations for you and cover will expire. You will need to make an alternate arrangement.

These are our core services. We may undertake additional specific work on your behalf by agreement. In this event, these Insurance Broking Terms of Business shall continue to apply in respect of additional work unless otherwise agreed in writing.

### **Personal Customers (Consumers)**

A consumer is any natural person who is acting for purposes which are outside his or her trade or profession. If you are dealing with us in a Personal capacity (as an individual) you have a duty to make Fair Presentation of the Risk as detailed herein.

#### **Your duty to make a fair presentation of the risk (Consumers)**

You have a duty to make a fair presentation of the risk to be insured to the insurer. This requires the disclosure of any information which would influence the judgement of a prudent insurer in deciding whether to accept your insurance, impose special terms, or charge an increased premium.

You are responsible for answering any questions in relation to any proposal forms, or any other document relating to the contract of insurance, fully and accurately.

All representations must be substantially correct if relating to matters of fact or made in good faith if they are matters of expectation or belief.

## **Terms of Insurance Business**

Please do consider the questions regarding “any other information” very carefully in the light of the duty of fair presentation. The provision and documentation of this information is your responsibility.

Your responsibilities also apply to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

Please be aware that a failure to make a fair presentation of your risk may affect the payment of your claims, cause additional charges to be made by the insurer, or even invalidate the policy.

Information must be disclosed in a way which is reasonably clear and accessible to a prudent insurer.

This duty arises not only at inception of the policy but also at renewal or in the event of any material change in your risk during the period of insurance.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. You must check all details on your Statement of Facts and pay particular attention to any declaration you may be asked to sign.

You must check all documentation issued to you to ensure the details are correct and the insurance cover provided meets your requirements.

You must comply with the terms and conditions of the insurance policy you purchase including any matters where the insurer makes cover subject to your compliance with conditions or with express or implied warranties.

Failure to comply may entitle the insurer to cancel your insurance contract and/or risks a claim you make not being paid in part or in full. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us on 024 7647 1450 or email [help@inmanassociates.co.uk](mailto:help@inmanassociates.co.uk)

### **Commercial Customers**

A commercial customer is a customer who is not a consumer

### **Your duty of disclosure (Commercial Customers)**

You have a duty to make a fair presentation of the risk to be insured to the insurer. This requires the disclosure of any information which would influence the judgement of a prudent insurer in deciding whether to accept your insurance, impose special terms, or charge an increased premium.

A proposal form, or any other document relating to the contract of insurance, must be answered fully and accurately. All representations must be substantially correct if relating to matters of fact or made in good faith if they are matters of expectation or belief. Please do consider the questions regarding “any other information” very carefully in the light of the duty of fair presentation. The provision and documentation of this information is your responsibility.

Please be aware that a failure to make a fair presentation of your risk may affect the payment of your claims, cause additional charges to be made by the insurer, or even invalidate the policy.

You are required to disclose what should “reasonably have been revealed by a reasonable search of information available to you”. Please note that this includes what is in the knowledge of all senior management within your organisation (senior officers not just directors), and what is known to other organisations.

Information must be disclosed in a way which is reasonably clear and accessible to a prudent insurer.

This duty arises not only at inception of the policy but also at renewal or in the event of any material change in your risk during the period of insurance.

### **Advised or Non-Advised Sale**

**An advised sale** is where we give advice on the merits of buying a specific general insurance contract, explain how this meets your identified demands and needs and recommend its purchase. An advised sales means specific individual advice is given to you as a customer rather than generic advice.

**A non-advised sale** is where we provide sufficient information on a product or service to enable you to make your own informed choice about how you wish to proceed. You decide if a product or service meets your demands and needs. No specific recommendation is made.

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### **Our remuneration and other income**

We may receive a commission from the Insurer with whom we place your business. 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.

We may receive remuneration from a finance company for introducing you to a premium finance provider.

Some insurers may make additional payments to us reflecting the size and/or profitability of our account with them and/or in respect of work we undertake on their behalf.

We reserve the right to receive a minimum remuneration of £100. Therefore, if commission on a single or multiple policy with Insurers is less than this, the shortfall difference may be added as a Broking fee. When this happens, any fee of this nature will be notified specifically to you within our quotation.

If prior to inception of a policy, you cancel after having given instructions to proceed with the policy, we reserve the right to apply a cancellation administration fee of up to £400.

### **Mid-Term Adjustments**

Our commission and/or fees are fully earned from the date insurance cover commences and the commission will not be refundable in the event of a mid-term adjustment resulting in a return premium. Such return premiums may be paid to you net of our commission.

### **Cancelled Policies**

It may not be possible to cancel some or all of your policies after inception. Many types of policy contain terms that do not allow cancellation at all, whilst others may allow cancellation only if no claims have been made against them.

Subject to the cancellation terms of your policy, a refund of premium may be available. Details of any applicable cancellation terms and charges will be found in your policy documents. Our commission and/or 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 a policy.

We may also charge an additional cancellation fee to cover administration costs that we will incur.

### **Fees & Charges**

We reserve the right to make charges in addition to any insurance premiums, for arranging, amending, renewing, and cancelling any contract of insurance. These fees are as follows:

Consumer New Business*		£30.00
Consumer Renewals*		£30.00
Consumer Adjustments & Cancellations	Mid-Term	£25.00
Consumer Finance Default	Premium	£20.00
Commercial Business**	New	£35.00
Commercial Renewal**		£35.00
Motor Insurance Database Update		£25.00
Commercial Adjustments & Cancellations	Mid-Term	£25.00
Commercial Finance Default	Premium	£25.00
Commercial Expenses Policies	Legal	£20.00

\*Admin fees will not be applied to ancillary add on policies such as breakdown cover.

\*\*Admin fees will be applied to a maximum of seven policies.

Occasionally due to the nature and complexity of the work we undertake on your behalf, we may charge an additional Broking fee. Any fee of this nature will be notified specifically to you on your quotation.

### **Insurer security**

We make no representations regarding the solvency of any Insurer and cannot guarantee the solvency of any Insurer.

### **Terms of Business Applicable to Affiliates**

You agree to and accept these Terms of Business on your own behalf and on behalf of each of your Affiliates. You will procure that each of your Affiliates will act on the basis that they are a party to and bound by these terms. All references in these terms to "you" (and derivatives of it) will mean you and each of your Affiliates.

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For the purposes of these Terms of Business “Affiliates” means, in relation to a company, its subsidiaries and subsidiary undertakings and any holding company it may have and all other subsidiaries and subsidiary undertakings of any such holding company (as such terms are defined in the Companies Act 2006). As it applies to you, “Affiliate” shall also include your partners, co-venturers and/or other co-insureds to whom we or any of its Affiliates may assume a responsibility as a consequence of the provision of services.

### **Payment Options**

Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the cancellation or lapsing of your policy.

We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover or any other prejudicial steps taken as a result of late payment substantially attributable to you.

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

We may make an introduction to a limited panel of premium finance lenders. Please ask us for a list of the premium finance lenders we use.

When applying for a loan to facilitate payment of your premium by instalment facilities, your application for credit will be passed to the credit provider who in assessing your application may search public information held by a credit reference agency about you. The credit reference agency will add details of the search and your application to their record about you whether or not your application proceeds.

If you choose to enter into a finance arrangement, this will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us.

In the event of your failure to meet with the contractual obligations regarding payment, the finance provider could instruct us to terminate your policy. You will be liable to pay all costs and charges if you do not keep up your repayments and cover is cancelled under your policy.

### **Claims**

We will assist you when you make a claim under your policy, but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your Insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms may result in your claim not being paid in part or in full.

You must not under any circumstance admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you will risk your claim not being paid in part or in full. All correspondence, claims, writs, summonses etc. should be forwarded immediately, either to us or to your Insurer. Such correspondence should not be responded to without prior agreement of your insurer unless you are required to provide your insurance details in order to comply with pre-action protocols. In such circumstances only the name and policy number of your insurers should be provided. No additional information should be furnished nor should any discussion regarding liability be entered into.

You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with policy terms and conditions may prejudice your cover.

We will remit claim payments received on your behalf, to you as soon as practicable after confirmation of receipt of cleared funds in our bank account. In the event that an Insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts.

If a new claim is notified to us, we will endeavour to notify your insurers in a timely manner; however you should not assume that such notification has been received by us and/or passed to insurers until we have advised you accordingly.

Please refer to your policy document if you need to notify a claim outside of office hours. You should contact the insurer as soon as possible using the contact details provided.

If a claim or correspondence is particularly time sensitive (for example if there is an impending deadline under Civil Procedure Rules or if a claim is being made against a “claims made” policy with an impending renewal) you must telephone us in order that we may provide advice and in order to ensure that your insurers are notified within required timescales.

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### **Client and insurer money**

We act as agent for some Insurers in the collection of premiums, claims money and premium refunds. All monies received by us will be credited to a statutory trust account pending settlement to the Insurers. Any bank interest earned on this account is retained by us.

### **Limitation of Liability**

We shall only be liable to you for any reasonably foreseeable losses, damages, costs or expenses arising directly from breach of contract, breach of duty or fault, negligence or otherwise, in connection with this Engagement. We shall not be liable to you in any circumstances for any special, indirect or consequential loss.

Our liability whether in contract or in tort, in negligence, for breach of statutory duty or otherwise in respect of any claim or series of claims shall not exceed £2,000,000.

In respect of any loss suffered by you, for which we and any other parties are (on any basis) liable, our liability shall be limited so as to be proportionate to our relative contribution to the overall fault giving rise to the loss in question.

The preceding three paragraphs shall not apply to any liability arising as a result of fraud or wilful default on our part, nor to any liability which cannot lawfully be excluded or limited, nor to the extent that the exclusion or restrictions of such liability would not be permitted by virtue of the FCA's regulatory requirements.

If the performance of any part of the Engagement by any party is prevented, restricted or delayed by reason of any cause beyond the reasonable control of that party (including (without limitation) fire, flood and other Act of God, industrial action including strike and lock out, riots, war, armed conflict, trade sanctions, contamination, disease, epidemic or pandemic, interruption or failure of a utility service, failure of computer or other machinery, and change in law or regulatory requirements) the party so affected shall, upon giving written notice to the other party or parties, be excused from such performance to the extent of such prevention, restriction or delay, provided that the affected party shall use commercially reasonable endeavours to avoid or remove such causes of non- performance or to find an alternative manner or means of performance and shall continue performance as soon as reasonably practicable after such causes are removed.

Upon such circumstances arising, the parties shall discuss what, if any, modifications of the terms of this Engagement may be required in order to arrive at an equitable solution.

You shall look only to us (and not to any of our personnel) for redress if you consider that there has been any breach of this Engagement. You agree not to pursue any claims in contract, tort, or statute (including negligence) against any of our personnel as a result of their alleged failure to carry out their obligations under or in connection with this Engagement at any time and whether named expressly in this Engagement or not.

### **Conflict of interests**

Occasions can arise where we, one of our associated companies, clients, or insurers, may have potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

### **Confidentiality and security**

We will ensure that any information obtained from you is treated as private and confidential by us. These Terms of Business assume that any information you supply to us on behalf of a third party is done so with their permission.

We will assume that we are entitled to take instructions from any partner, officer (such as director or secretary), committee member, trustee (as appropriate), or senior employee unless you inform us, in writing, that we may not do so.

All information in any form, with the exception of policy documents and certificates issued on behalf of Insurers, supplied by us to you must be treated as strictly private and confidential and not be released directly or indirectly to any other party, without our explicit, written consent.

### **Data Protection**

The terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processor" and "Processing" shall have the meanings as set out in the General Data Protection Regulation (GDPR) 2018.

"Sensitive Personal Data" means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR. For the purposes of this Agreement, Personal Data may include Sensitive Personal Data.

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We are the 'Controller' of any data you provide to us.

We will ensure that it is not subject to prohibitions or restrictions which would restrict it from complying with the General Data Protection Regulation, or which would restrict processing the Personal Data under this Agreement.

We shall implement and maintain appropriate technical and organisational measures sufficient to comply with the Security Requirements.

We shall take reasonable steps to ensure the reliability of any of its Staff who shall have access to the Personal Data for the purposes of this Agreement and ensure that each member of Staff shall have:

- (i) undergone, and shall continue to receive on an annual basis, reasonable levels of training in General Data Protection Regulation and in the care and handling of Personal Data; and
- (ii) entered into appropriate contractually binding confidentiality undertakings.

### **What we need & why we need it**

We only collect basic personal data such as name, address, email etc. Our legal basis of processing personal data is to ensure its necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract. We will not collect any personal data we do not need in order to provide and oversee this service to you need in order to provide and oversee this service to you.

### **What we do with it**

All the personal data we process is processed by our staff in the UK however for the purposes of IT hosting and maintenance this information is located on servers within the European Union. No third parties have access to your personal data unless the law allows them to do so. We have a Data Protection regime in place to oversee the effective and secure processing of your personal data.

### **How long we keep it**

We are required under UK law to keep your basic personal data (name, address, contact details) for a minimum of 15 years after which time it will be destroyed. Your information we use for marketing purposes will be kept with us until you notify us that you no longer wish to receive this information.

### **What we would also like to do with it**

We would however like to use your name and email address to inform you of our future offers and similar products. This information is not shared with third parties and you can unsubscribe at any time via phone and email.

### **What are your rights?**

If at any point you believe the information we process on you is incorrect you can request to see this information and even have it corrected or deleted. If you wish to raise a complaint on how we have handled your personal data, you can contact our Privacy & Compliance Officer by emailing [help@inmanassociates.co.uk](mailto:help@inmanassociates.co.uk) who will investigate the matter.

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law, you can complain to the Information Commissioner's Office (ICO).

### **Transferred business**

When we are appointed to service insurance policies midway through the period of insurance and which policies were originally arranged via another party, we shall not be liable during the remainder of the unexpired policy term for any loss arising from any errors or omissions in the placement or terms of your insurance cover.

The preceding paragraph will not apply if we have confirmed to you that we have been given sufficient information and time in order to review the existing insurance policy(ies) and discuss any necessary action with you.

### **Bribery & corruption**

We have no tolerance for bribery and corruption and this policy extends throughout the company in respect of all of its dealings and transactions in all countries in which we operate. Our anti-bribery policy is updated in line with the changes in law, changes in our business and our reputational demands. All employees are required to comply with this policy.

Both parties agree to comply fully with the requirements of the Bribery Act 2010, and will not engage in any of the following activities:

- Promising or giving an advantage, financial or otherwise, to another person to bring about an improper performance or to reward such improper performance
- Requesting, agreeing to receive or accepting an advantage, financial or otherwise to act improperly

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- Bribing a foreign public official to do or reward them for doing, something improper

Additionally, where applicable, a firm will prevent bribery being committed on its behalf by its employees or third parties.

### **Breach of Sanctions**

We reserve the right to suspend or terminate the Engagement (in whole or in part) where it believes performance could be a breach of applicable economic or trade sanctions. We are unable to provide insurance broking, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose We or our affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

### **Rights of Third Parties**

Unless otherwise agreed between us in writing no provision of these Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person or party other than you or us.

### **Severability**

If any part of these terms is held to be invalid or unenforceable, the remaining terms will continue in full force and effect.

### **Law and jurisdiction**

This Engagement and the services provided under it shall be governed by English law, and any dispute shall be submitted to the exclusive jurisdiction of the English Courts.

### **Compensation**

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 with no upper limit.

For compulsory classes of insurance such as Employers Liability, advising and arranging is covered for 100% of the claim, without any upper limit.

## **Complaints**

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact us by writing to 10 Mercia Business Village, Torwood Close, Westwood Business Park, Coventry, West Midlands, CV4 8HX, call us on 02476 471 450 or email [help@inmanassociates.co.uk](mailto:help@inmanassociates.co.uk)

We will provide you with a copy of our full complaints procedure and respond to you as a matter of urgency, and always within 5 working days. We will aim to make a final response to you within four weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded, and will track the progress of the complaint and responses of that party.

After our final response has been issued, if you still cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion.

### **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 with no upper limit.

For compulsory classes of insurance such as Employers Liability, 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 020 7892 7300 or by visiting <http://www.fscs.org.uk/>