

This document details our service and our arrangements for dealing with your insurance. These terms are applicable from 2nd April 2013 and replace all previous terms you may have received from us. Please read this document carefully and retain a copy for future reference. Your instructions to proceed with any quotation or policy renewal implies acceptance of our Terms of Business.

Who we are and how to contact us

NW Brown Insurance Brokers Ltd is a wholly owned subsidiary of NW Brown Group Ltd
Registered address is:
Richmond House, 16-20 Regent Street, Cambridge, CB2 1DB
Phone: 01223 357131 Fax: 01223 353705 Email:
insurance@nwbrown.co.uk

From 01/04/2013 the Financial Conduct Authority regulates financial services. NW Brown Insurance Brokers Ltd is authorised and regulated by the Financial Conduct Authority. (Ref No.306173) This information can be checked on the FCA's register by visiting their website at www.fca.org.uk/firms/systems-reporting/register, or by contacting the FCA on 0800 111 6768

Our permitted business includes advising, arranging and assisting with the placing and administration of policies.

Our Services

We are an Independent Insurance Intermediary. Occasionally we will act as the agent of the Insurer or another intermediary and we will advise you when this applies. The services we provide include:

- ◆ Advising on your insurance requirements
- ◆ Arranging your insurance cover
- ◆ Helping you with any ongoing changes
- ◆ Helping you with your claim

We do not normally help you to recover any uninsured losses. However, for motor policies we offer an option to purchase cover for this service from our recommended provider.

We usually offer advice from a range of insurers, representing a fair analysis of the market, however, under certain circumstances we may only deal with a limited panel, or single insurer. We will confirm, for each individual policy we provide you with, the basis of our advice on our Initial Disclosure Document.

We will advise and make a recommendation for you after we have assessed your demands and needs. Our advice will be confirmed in a demands & needs and suitability statement, giving reasons for our recommendation. In respect of Legal Expenses and Motor Breakdown policies you will not receive advice or a recommendation from us and you will then need to make your own choice about how to proceed.

Consumer Credit Act (applicable to Consumers taking Personal Lines policies and Commercial policies for individuals, Sole Traders and small Partnerships).

We may use providers who will conduct a credit check, which will be recorded on your credit record. **Please contact us if you do NOT consent to a credit check being undertaken**, however this may affect our ability to offer instalment facilities to you. In relation to the provision of credit, we offer only the facilities provided by Insurers, or those of Premium Credit Ltd

Confirmation of Cover

We will provide you with cover notes and written confirmation that cover has been effected and the terms thereof as well as the insurers involved

You agree to review all information upon receipt and advise us immediately if the details of the cover do not meet with your approval, or do not reflect the instructions previously given to us, and particularly if any cover you require is excluded.

Payment of Premium

We will advise you of all premiums due from you to Insurers by means of an invoice. We normally accept payment by cheque, electronic transfer or most credit and debit cards. You may also be able to spread your payments through an instalment or credit financing scheme. We will give full information about your payment options when we discuss your insurance requirements.

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.

Where we have arranged facilities for paying by instalments with a finance provider the interest rates are commercially competitive and will always be set no higher than any relevant insurers own payment scheme .

The premium is due on attachment of cover. In order that we can settle with Insurers we will require payment of the premium immediately or within the terms of credit specified on the invoice or covering letter.

We must stress that breach of any payment terms may enable insurers to void the policy from inception of cover. You agree that the settlement of premiums in good time is your responsibility.

In the majority of cases we act as agent of the insurer when collecting or refunding premiums. This means that while your money is with us it is treated by the insurer as having been paid to them. If your insurer does not provide this facility, we will hold your money in a Statutory Trust bank account before passing it to the insurer. The account will protect your money in the unlikely event of the failure of this firm or failure of the bank. We will exercise due care & diligence in selecting an appropriate bank but we can not be held responsible for the bank's failure and will not be liable to refund money to you on behalf of the bank.

Our Fees and other Charges

We are normally remunerated by a commission paid to us by the insurer with whom your insurance is placed. For policies where the commission received makes the business uneconomical to handle, we will normally make an additional administrative charge. Any fees charged will be reasonable and we will always advise you in advance. We normally also make the following additional administrative charges:

Arranging new policies	£10
Mid term adjustments	£10
Mid term cancellations and other refunds are refunded NET of Commission and in addition, we usually charge a £15 administration fee.	
Renewal	£10
Replacement/duplicate certificates or cover notes	£10
Payment by Credit Cards	1.5% surcharge

Policies cancelled during the 'Right to Cancel' period will be subject to an administration charge of £15, in addition to the premium charged by the insurer for the period of cover provided. Occasionally we may arrange a policy on which we earn no commission (a 'net-premium policy') and in these cases we will advise you of the arrangement fee before you take the policy out. Specific charges, which apply to individual policies will be shown in our quotation letter/report applicable to that policy. **The specific charge and purpose of any additional charges will always be advised to you in advance.**

Where we have arranged facilities for paying by instalments with a finance provider we may make a small administration charge for the service. We may also receive remuneration from credit providers who pay us an introducers fee or bonus based on the volume of business we produce for them.

We may also be entitled to benefit from:

- Earnings which we are able to generate due to the weight of an account placed with certain markets and its underwriting performance, which are not identifiable to any specific account; and
- Earnings which we are able to generate through management of cash balances held on behalf of Insurers and clients which are not identifiable to any specific account.

In the normal course of operating as brokers we sometimes ask other brokers (both inside and outside the N W Brown group of companies) to assist us in responding to your instructions where we believe this is to your benefit. Unless a fee arrangement has been agreed these brokers will usually be remunerated by brokerage which will be included in the premiums charged.

We may also charge a fee for other services and administration. These will always be reasonable and will always be advised to you in advance.

Claims

It is essential that claims, or circumstances which could give rise to a claim, are notified immediately. Such notification should include all material facts concerning the claim. **Failure to do so may entitle the insurers to deny claims.** Your Policy wordings will describe in detail the procedures and conditions attaching to making a claim.

We will provide a claims handling service for as long as you remain a customer of NW Brown and we will:

- If you wish us to do so, give you guidance in pursuing a claim under the policy;
- Handle claims fairly and promptly and keep you informed of their progress;
- Inform you in writing if we are unable to deal with any part of a claim;
- Account to you, without avoidable delay, once a claim has been agreed and settled

Claims settlement will be dependent upon collection from Insurers. Part payments may be made during the collection process and we cannot be responsible for the wrongful non-payment or delay in payment of any claim by Insurers.

Claims payments where appropriate will be made in your favour. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide an explanation for your request.

Market Security

As an Independent Broker we use both UK and overseas Insurers to obtain the best terms and conditions available for clients.

However, the levels of regulation vary in each jurisdiction and if Non-EU or Non-UK Insurers participate in insurance contracts, the future ability of an insured to issue legal proceedings and/or execute judgement may also vary.

In selecting security a wide variety of factors including financial statements of the Insurer in question are taken into account. However, we cannot guarantee the future ability of any Insurer to meet policyholder obligations and therefore the final decision on the suitability of any Insurer rests with you. If you have any concerns about the security offered please contact us immediately to discuss the matter further

Data Protection and Confidentiality

We will treat all your personal information as private and confidential to us and anyone else involved in the normal course of arranging and administering your insurance, even when you are no longer a customer. 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. We may disclose your personal information to other companies within the N W Brown Group. We, or they, may use that information to advise you of our or their services which may be of interest to you. If you prefer not to receive further information, please write to us.

Under the Data Protection Act 1998, you are entitled to a copy of your personal data held by us upon written request.

Complaints

Our aim is to provide a first class service, however, if at any time you have a complaint about the services that we provide for you, please contact Angela Webber, Compliance Officer, by phone or in writing at the above address.

We will respond to you promptly. We will keep you informed of the progress of your complaint and aim to make a final response to you within eight 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 in writing, and will track the progress of the complaint and responses of that party.

If you are dissatisfied with our final decision you may be able to refer the matter to the Financial Ombudsman service at South Quay Plaza, 183 Marsh Wall, London, E149SR. Tel. 0845 080 1800.
www.financial-ombudsman.org.uk.

Compensation

You may be entitled to compensation if we cannot meet our obligations due to insolvency. The Financial Services Compensation Scheme may arrange to transfer your policy to another insurer, provide a new policy or provide compensation. You can get more information from the Financial Services Compensation Scheme at 7th Floor Chambers, Portsoken Street, London, E1 8BN : Tel.0207 892 7300 www.fscs.org.uk.

Our Limit of Liability

To the extent permitted by law, our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited to £5,000,000 per claim. In respect of any other claim arising out of our performance or non-performance of the services our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance during the 12 months prior to such claim arising.

We shall not be liable to you for any economic loss, loss of profit or loss of business (whether direct or indirect) which arise out of or in connection with this agreement. Nothing in this paragraph excludes or limits our liability for death or bodily injury caused by our negligence or for loss caused by our fraud, wilful misrepresentation or breach of our regulatory obligations owed to you.

Money Laundering/Proceeds of Crime Act

UK money laundering regulations may require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. This might, for example, be evidenced by sight of a current signed passport and two utility bills/bank statements. For companies (other than listed ones) evidence of identity will usually comprise a copy of the certificate of incorporation, a list of directors, a list of shareholders and the registered address. We are obliged to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

Governing Law and Language Used

In respect of policies issued in England and Wales, these Terms and Conditions of Trading will be governed by, and construed in accordance with, the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales

The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

IMPORTANT INFORMATION FOR PERSONAL LINES CUSTOMERS

(CONSUMERS) ONLY

Your Right to Cancel

You have a legal right to cancel your policy or credit agreement for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge will apply for the period of cover provided and, in addition, we make an administration charge as detailed above. If you cancel a credit agreement you will need to repay any sums provided in full and make alternative arrangements to pay your premium.
If you wish to cancel a policy you must advise us in writing, prior to expiry of the 14-day cancellation period, to our usual office address.

Consumers' Responsibility to Provide Information

You must take reasonable care to answer all questions honestly and to the best of your knowledge, and if you volunteer any other information, you must ensure that the information is not misleading.
If any information that you have provided to us changes before you take out your insurance, during the life of the policy or at renewal, you must inform us of the change.
If you deliberately, recklessly or carelessly misrepresent any information in relation to this insurance then your policy may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid.

INFORMATION FOR COMMERCIAL CUSTOMERS ONLY

Prior to the conclusion of each insurance contract, or upon renewal, we will remind commercial policyholders of their right to be advised of the level of commission which we receive from underwriters. 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.

Commercial Customers' Duty to Give Information

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. It is important that you ensure that all statements you make on proposal forms, statements of fact, claim forms and other documents are full and accurate.
Please note that if you fail to disclose any information or change in circumstances to your insurers which could influence the cost, or their decision to accept your insurance, this could invalidate your insurance cover, and could mean that part or all of a claim may be not be paid.