

HAMILTON  
**FRASER**  
INSURANCE

# terms of business agreement

---

[www.hamiltonfraser.co.uk](http://www.hamiltonfraser.co.uk)

Please read this document carefully as it sets out the basis on which we will provide business insurance services to you as a commercial client of the firm. Payment of the premium constitutes acceptance of these terms however please contact us if there is anything you are not clear on.

These terms will remain in force and shall apply to any business product provided to you now or at a future date. Should we change any of our business terms at a future date, these will be reflected on our website and existing clients will also be advised in writing.

### **Information about our Regulatory Status**

Hamilton Fraser Insurance and Hamilton Fraser Cosmetic Insurance are trading names of HFIS Plc. HFIS Plc is an independent general insurance brokerage authorised and regulated by the Financial Services Authority (FSA). The permitted business is advising on, arranging, dealing in, and assisting in the administration and performance of non-investment insurance contracts. Our FSA Register number is 306513. These details can be checked on the FSA's Register by visiting the FSA's website <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

### **Relationships and Conflicts of Interest**

As independent insurance intermediaries we act as the agent of our client. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties. These conflicts of interest could arise where we have authority to act on behalf of an Insurer in terms of either arranging cover or dealing with a claim. This authority is known as a "Delegated Authority" and may apply to this contract of insurance.

However treating customers fairly is our priority and should we feel there is a conflict of interest that may affect our ability to provide independent advice we will discuss this matter with you.

### **Scope of Service**

We carry out a fair analysis of the market in order to identify suitable products that meet the demands and needs of commercial clients. This means that we have compared products with a range of insurance providers which are chosen by us as being of a reputable standing, providing a quality level of service and policy cover, and not just based on pricing alone. Following our analysis we may limit our recommendation to a specific insurer on the basis of this analysis and by taking into account your demands and needs. At any time you may ask for further information on our breadth of search.

At times, we may have to use the services of another intermediary to place your business. Should this occur we will let you know at the time of providing you a quotation.

Upon receipt of your instructions we will place your insurance with insurers, and keep you informed of the progress of our negotiations. We will also advise you promptly of any inability to place your insurance.

### **Security**

We **do not** guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

### **Policy Documentation**

Our aim is to produce documentation and correspondence promptly and in a clear and understandable format. This will include issuing renewal terms no less than 21 days prior to expiry of your policy. Renewal terms will include details of any significant changes to your policy and our invoice which will state any arrangement fee that may apply in addition to the insurer premium. Should we be unable to invite renewal of your policy for any reason you will be notified at the earliest opportunity.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Should you require clarification of any aspect or notice any errors please notify us immediately. Please remember all policies contain conditions and exclusions and some contain warranties and excesses. Whilst

we will draw your attention to these ultimately it is your responsibility to ensure that you comply with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover if it is not complied with precisely. We also recommend that you keep policy documents for as long as a claim is possible under the policy.

### **Claims**

You must notify our claims department as soon as possible of a claim or any circumstances that may give rise to a claim.

We will provide you with as much assistance as we can in submitting a claim to your insurer, including interpretation of your policy wording, and seeking reimbursement for you. However in the event that an insurer becomes insolvent, or delays in making a settlement, we do not accept liability for any unpaid amounts.

We will remit claims payments to you as soon as possible after they have been received on your behalf.

We take no responsibility for fraudulent claims submitted by you and any action taken by the insurer against you.

### **Duty of Disclosure to Insurers**

You must disclose to insurers any fact or circumstance which is known to you (or which ought to be known to you) in the ordinary course of your business and which is material to the risk. This requirement applies before the conclusion of the contract and remains a continuous obligation. A fact or circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether he would take the risk.

Should you not act with the utmost good faith, or fail to disclose any material fact or circumstance to insurers, your insurer may avoid the contract and leave you without insurance cover.

### **Premium**

You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in our invoice. Failure to meet the payment date or defaulting on any agreed monthly credit terms may lead to insurers cancelling your policy thus leaving you without insurance cover.

Where insurers have specified that the premium must be received by a certain date, failure to comply can result in the automatic termination of your insurance contract without any further notice.

### **Remuneration and what you will pay for our services**

The method of remuneration for the services we provide is either a percentage of the insurance premium (known as brokerage commission) or an arrangement fee or a combination of both. The brokerage commission percentage varies between Insurers and products; you are entitled to request at any time details of the exact percentage that applies to the policy we have arranged for you. Brokerage commission and fees are earned for the policy period. We will be entitled to retain all fees and brokerage in relation to policies placed by us, even if the contract is terminated.

If an arrangement fee is charged you will be advised of this at the time of our quotation and this will also be clearly stated on any invoice issued to you.

We may receive additional benefits or payments from certain Insurers dependant upon such factors as profitability and/or volume of business. However we conduct insurance business on a fair analysis of the insurance market and so are not tied to any one particular Insurer.

### **Your Payments to us (Client Money and Segregated Designated Investments)**

FSA rules are designed to protect you in the event of failure of the firm, or failure of the bank or third party at which the money may be held. We hold all client money in accordance with the rules as laid down by the FSA.

We will hold client money in one of two ways:

1. Where we act as agent of the Insurer we will hold your money under a Risk Transfer arrangement and so any premiums we collect from you will be treated as being received by the Insurer when received in our bank account.
2. Where we do not have a Risk Transfer arrangement in place Insurers will not regard this money as being received by them until we actually submit it to the Insurer.

Your invoice will state on which basis your premium is being held, if however you require further clarification please let us know.

Client money will be held in either a statutory or non-statutory trust account as follows:

**Statutory Trust Account:** we will hold client money separate from our own money with an approved bank, segregated in a client bank account designated as subject to a statutory trust and meeting certain legal and regulatory conditions.

**Non-statutory Trust Account:** we will hold client money separate from our own money with an approved bank segregated in a client bank account designated as subject to a non-statutory trust. Under a non-statutory trust we are entitled to use and may use client money held on behalf of one client to pay another clients premium before the premium is received from that client.

We may also transfer client money to another party, such as another Intermediary or settlement agent, for the purpose of effecting a transaction on your behalf. We do however remain responsible to you in respect of your premium.

We keep client money separate from our own money in a designated client money account. However, we may also do this by arranging to hold separately permitted designated investments with a value at least equivalent to the money that we would have paid into a client bank account. If we do this we will be responsible for meeting any shortfall in our client money resource that is attributable to falls in the market value of a segregated investment.

If you would like further details on how we hold your insurance premium please contact us and we will be happy to explain further.

#### **Interest on Client Money**

Any interest earned on client money held by us and any investment returns on any segregated designated investments will be retained by us for our own use, rather than paid to you.

#### **Insurers Cancellation Clause**

Your insurance contract may include a cancellation clause. In the event that you fail to pay your premium by the due date or default on any agreed monthly payments the insurance may be cancelled forthwith, or by insurers giving notice of the cancellation. In the event of cancellation of the insurance contract, insurers may return a pro rata premium to us.

However we will not refund to you any commission we have earned.

#### **Your Cancellation Rights and Cooling off Period**

Your Policy may allow a 14 day cooling off period and so if you decide this cover is not required and no claims have occurred you may be entitled to cancel your policy within 14 days of either the date you receive your documentation or the start of the period of insurance, whichever is the later. No charge will be made by us if you cancel within the cooling off period.

Dependant on your Policy you may also have the right to cancel your cover during the policy period. Any refund of premium will depend on how long the insurance has been in force and whether any claims have occurred. You will be charged £20 to cover our administration costs if your policy is cancelled before the end of its term and, in addition, we will not refund to you any commission we have earned.

### **Complaints Procedure and Treating Customers Fairly**

We take all complaints seriously. If you wish to register a complaint then please contact us, either:

- In writing at Kingmaker House, Station Road, New Barnet, Hertfordshire EN5 1NZ
- By telephone on 0845 310 6300
- By email to [complaints@hamiltonfraser.co.uk](mailto:complaints@hamiltonfraser.co.uk)

We will acknowledge your complaint within 5 business days and if we are unable to settle your complaint you may be entitled to refer it to the Financial Ombudsman Service whose details can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Compensation**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full details and further information on the scheme are available from the FSCS.

### **Money Laundering / Proceeds of Crime Act**

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.

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

### **Data Protection and how we use your information**

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data.

We may use your personal details and the information you provide for marketing purposes and to analyse your purchasing preferences. We will keep your information secure and only for a reasonable period for these purposes.

We, or our business partners, may contact you by mail, telephone, email or other electronic messaging services with the offer of goods and services that we feel may be of interest to you.

By providing us your telephone number or email address you consent to being contacted for these purposes. If you do not wish to receive marketing information please let us know. Please contact our Marketing Department if you require any clarification on our marketing policy.

### **Law and Jurisdiction**

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

HAMILTON  
FRASER  
INSURANCE

**Hamilton Fraser Insurance**

Kingmaker House  
Station Road  
New Barnet  
Hertfordshire  
EN5 1NZ

**Telephone:** 0845 310 6300

**Fax:** 0845 310 6301

**Email:** [info@hamiltonfraser.co.uk](mailto:info@hamiltonfraser.co.uk)

[www.hamiltonfraser.co.uk](http://www.hamiltonfraser.co.uk)

Hamilton Fraser Insurance is a trading name of HFIS plc.  
HFIS plc are authorised and regulated by the Financial Services Authority.

**Registered Office:** 42 Lytton Road | Barnet | Hertfordshire | EN5 5BY  
**Registered in England:** 3252806

This booklet is printed on material taken from trees grown in sustained forests.

.....

[www.hamiltonfraser.co.uk](http://www.hamiltonfraser.co.uk)