

Terms of Business Agreement

Introduction

Harborough Portas Ltd is an insurance intermediary. Our address and registered office is: 38-40 High Street, Syston, Leicester, LE7 1GP. Our website is: www.harboroughportas.com and our e-mail is: mail@harboroughportas.com. The company is registered in England and Wales, number 1780746. This Terms of Business Agreement comes into force on the day you receive it from us and will remain in force until you are provided with revised terms.

Regulation

We are authorised and regulated by the Financial Services Authority (FSA), number 303879. This can be verified by contacting The FSA, 25 The North Colonnade, Canary Wharf, London, E14 5HS., telephone number 0845 606 1234, website www.fsa.gov.uk/register/ Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance.

Our service

As an insurance intermediary our role is to advise you and, after we have assessed your needs, to make a suitable recommendation. In some circumstances we do not provide advice and we will therefore confirm in separate documentation whether or not any advice or recommendation has been made before finalising your insurances. We select personal and commercial insurances from a range of insurers, but for certain products, we only select products from a limited number of insurers or only offer products from a single insurer. We will give you further information about this before we finalise your insurance arrangements; where we select products from a limited number of insurers you may ask us for a list of the insurers we deal with for these products. In providing our service, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf. We will discuss your insurance requirements with you, including the scope of cover required, limits to be sought and pricing. Upon receipt of your instructions, whether written or verbal, we will endeavour to satisfy your requirements in your best interests. However, we will not in any circumstances act as insurer nor will we guarantee or otherwise warrant the solvency of any insurer. We constantly monitor the insurers available to us and we will discuss with you any concerns that may arise.

Duty of disclosure and access to premises

You are responsible for providing us with sufficient information to enable us to understand and meet your requirements. You are also responsible for the complete and accurate disclosure to insurers of all facts that are material to the risks being insured. Whilst this is particularly important before taking out a policy and at renewal, it applies throughout the life of a policy. It is possible, in certain circumstances that a failure by you to make such material disclosure may lead to an insurer declining to deal with a claim. There is no duty on insurers to make enquiries of you. If you are unsure whether or not a fact is "material" please discuss this with us. By prior arrangement, access to your premises must be allowed, when required for underwriting or claims purposes.

Credit referencing

In order to be able to offer premium finance and more favourable terms, certain insurers may, from time to time, carry out credit checks using external credit agencies. Such checks will appear on your credit file regardless of whether or not your application for cover proceeds. If you require clarification on this matter or would prefer such checks not to be carried out, please contact the office.

Documentation

We will issue documentation in a timely manner confirming the basis of the cover including commencement date, period of cover, certificates, policy documents, a statement of demands and needs and payment details. You should ensure that the cover meets your requirements and that documentation is kept safe and secure. We will aim to ensure that consumers receive details of renewal terms no less than 21 days before expiry of the policy. Any changes will be explained and, if you are a consumer, you have the right to request a new policy document at renewal.

Use of personal data

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to it being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to the address above.

Settlement terms

We will be responsible for issuing invoices and/or arranging finance for all new, renewal or mid-term alterations within appropriate timescales and will make it clear when payment is due. You will be responsible for prompt payment of premiums due to enable us to make payments to insurers in accordance with the agreed Terms of Business. We normally accept payment by cash, cheque or BACS transfer.

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Handling money

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with whom your insurance is arranged. You will be notified if Risk Transfer does not apply and such monies will then be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory account follows the rules which the FSA introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

Remuneration

The fees we charge for the placement of your insurance needs will be advised to you in advance. We also receive commission income from insurers with whom we place business and, on request, we will provide you with details for commission received by us for handling your insurance needs. If you cancel or adjust a policy we will charge a fee of £25.00. We also draw your attention to the sections headed 'Cancellation of insurance' and 'Ending your relationship with us'.

Claims

If you need to make a claim, please contact us immediately. If you are unsure whether or not to make a claim, please contact us for advice. Failure to adhere to the notification requirements of insurers, as set out in their policy document, may entitle insurers to refuse settlement of a claim, in whole or in part. Except where otherwise agreed, we will provide claims handling services during the policy period. These services can be continued beyond our appointment as your broker, subject to a separate fee to be agreed at the time. Our services include notification of the claim to insurers in accordance with the policy.

Complaints and compensation

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact our compliance officer on 0116 260 0506 or at the address overleaf. When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

- Consumers (e.g. private individual)
- Business employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding € million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

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. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit
- For compulsory classes of insurance (such as Third Party Motor or Employers Liability), 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 020 7892 7300 or www.fscs.org.uk.

Cancellation rights

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned. In the event of cancellation, charges for our services will apply in accordance with the 'Remuneration' section of this Terms of Business. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires.

Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

Conflict of interests

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a 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.