

PLEASE READ THIS DOCUMENT CAREFULLY. IT SETS OUT THE TERMS ON WHICH THE INSURANCE PARTNERSHIP SERVICES LIMITED AGREE TO ACT FOR CLIENTS AND CONTAINS DETAILS OF OUR RESPONSIBILITIES TO YOU AND ALSO YOUR DUTIES TO US. PLEASE CONTACT US IMMEDIATELY IF THERE IS ANYTHING IN THESE TERMS OF BUSINESS WHICH YOU DO NOT UNDERSTAND.

### 1 Explaining our Status

HAE Insurance Services and EHA Insurance Services are trading names of The Insurance Partnership Services Limited. The Insurance Partnership Services Limited ("The Insurance Partnership / the Company / We") is authorised and regulated by the Financial Services Authority (FSA) and our Registration Number is 312916. Our permitted activities include assisting in the arrangement and administration of general insurance contracts. These details can be checked on the FSA's Register by visiting the FSA's Website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

We have no direct or indirect holding in any insurer and no insurer has a financial interest in The Insurance Partnership.

### 2 Explaining our Services

The Insurance Partnership is an Independent Intermediary who act on your behalf and subject to the terms and conditions of this document accept responsibility for advice given and for arranging your insurance. We will advise and may make a recommendation to you once we have assessed your needs. Our services include advising you on your general insurance needs, arranging your cover with insurers to meet your requirements, providing assistance in the event of a claim and helping you with any ongoing changes to your general insurance cover you may wish to make.

If we are unable to meet your requirements, we will advise you accordingly.

The scope of our services is limited to general insurance mediation activities unless otherwise agreed with you by separate written agreement and on separate terms of business.

The services and advice provided by or for the Company to you as the client are personal to you and provided to you only. You may not disclose any advice or information provided by us or on our behalf to any third party without our prior written consent, except as required for regulatory or legal reasons. You shall indemnify us and each of our Specified Persons (as defined in clause (19) against any loss, damage, third party claim, costs or

expenses arising directly or indirectly from any breach of the latter obligation not to disclose.

### 3 You can contact us:

Head Office	York	Leeds
Partnership House	Partnership House	Prospect House
Priory Park East	Monks Cross Drive	32 Sovereign Street
Kingston upon Hull	Huntington, York	Leeds
HU4 7DY	YO32 9GZ	LS1 4BJ
Tel: 01482 213215	Tel: 01904 651283	Tel 0113 389 1156
Fax: 01482 213216	Fax: 01904 651044	Fax: 01482 388688

#### Sutton Coldfield

329 Jockey Road  
Sutton Coldfield  
West Midlands  
B73 5XE  
Tel: 0121 354 1611  
Fax: 0121 354 6647

#### Scotland

Bilston Glen Business Centre  
6 Dryden Road  
Loanhead  
Midlothian  
Tel: 0131 526 3165  
Fax: 01482 388641

Email: [info@insurance-partnership.com](mailto:info@insurance-partnership.com)

### 4 Insurance Products

It is our policy to provide advice or information on general insurance products that are available after having undertaken either a fair analysis of the market, a review of a limited number of insurers, or terms provided by a single insurer. When a recommendation is for a product that has not been selected on the basis of a fair market analysis, we can, upon your request, provide you with a list of those insurers from whom we have made our selection. Where we have utilised the services of a wholesale broker or underwriting agent to place your insurance we will identify both the insurance company and the wholesale broker or underwriting agent.

For certain classes of business we have negotiated preferential terms and conditions with dedicated insurers and we may deal with them, or a single insurer, exclusively. When our recommendation is provided in these circumstances we shall advise you accordingly.

Wherever possible, an Insurers' Policy Summary will be provided to you at inception of your policy and a specimen policy document is available upon request for all policies we recommend.

## 5 Insurers

As an Independent Insurance Intermediary we act as the agent of our client. However we are subject to the law of agency, which imposes various duties on us and, in certain circumstances, we may act for and owe duties of care to other parties. We will advise you when these circumstances occur so you will be aware of any possible conflict of interest.

We place insurance with a large number of Insurers, Underwriting Agencies and Specialist Brokers. We obtain financial information on insurers from a variety of sources, including a specialist security rating agency. However we are unable to guarantee the continuing solvency of any company we use and do not accept liability for any losses arising in this regard.

Insurers may from time to time grant us a binding authority or similar facility under which we will accept business on behalf of the insurer. We may place your insurance business under a binding authority or similar facility. These facilities, whilst assisting in the prompt and efficient placement of risks and service of business, would be used where they matched your insurance needs or instructions.

In many cases we have delegated authority which enables us to issue policies on the insurer's behalf and handle claims in certain circumstances. We will advise you of these arrangements when it is the case. For certain types of insurance we provide terms exclusively from one insurer and we will advise you should this be the case.

In view of our pre-eminent position in the local market and in recognition of our efficiency, expertise and professionalism, a major insurer has established an underwriting facility within our Hull and York offices. This enables us to negotiate on a face-to-face basis and to enjoy practical savings for our clients in the form of bespoke terms and enhanced service.

## 6 New Quotations and Policy Renewals

We will provide you with a quotation which will include all relevant information to enable you to make an informed

decision. We will advise you of the period during which any quotation is available for acceptance. Once we receive your instructions we will give you written confirmation of cover and promptly arrange for the new documents to be issued by insurers.

When your policy is due for renewal you will be provided with renewal terms in good time before expiry, or notified that renewal is not being invited.

You are strongly advised to read all policies issued very carefully as it is these documents, the schedules and any certificates (as amended from time to time in accordance with their terms) that solely constitute the basis of the Insurance Contract purchased. Particular attention should be paid to any policy conditions, exclusions, warranties and claims provisions as failure to comply may invalidate your coverage. If there is any doubt about the documents or extent of cover provided then immediate advice should be sought from us or insurers.

For certain types of insurance (eg Employers' and Public Liability) it is possible that a claim may be made under a policy a long time after the expiry date of cover. Therefore it is important that all Policy documents are kept safely and those which provide protection beyond the expiry date of the policy are retained even after cancellation or transfer to a new insurer. We recommend you keep these policy documents indefinitely.

## 7 Your Duty to Provide 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 terms, 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.

You should keep a record (including copies of letters) of all information provided.

## 8 Payment of Premiums and Methods of Payment

Premium payment in full is required at the inception of any policy or in the case of renewals or mid term adjustments upon receipt of our invoice unless otherwise agreed in writing. Payment can be made by cheque or direct bank transfer. We do not accept cash payments in excess of £2,000. In some cases we can arrange a monthly Direct Debit Instalment facility either with your insurers or a premium finance provider. Please contact us should this be of interest.

For the avoidance of doubt no payment shall be deemed to have been received until we have received cleared funds. We reserve the right to cancel the policies should premiums remain unpaid beyond the due date. We also reserve our statutory right to claim interest and compensation for debt recovery costs under the Late Payment legislation if we are not paid according to agreed credit terms.

If we have not received payment from yourselves we are under no obligation to pay the premium by the payment date to insurers (or other intermediary) on your behalf. Certain policies have premium payment warranties that automatically cancel cover in the event of non payment. We have no responsibility for any loss that you may suffer as a result of insurers cancelling the insurance or taking other such prejudicial steps as a result of a Late Payment of your premiums by you.

## 9 Money Paid To Us

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 Non Statutory Trust Client Account until we pay insurers or other intermediaries. A Non Statutory Trust, which is governed by the FSA client money rules, will allow us to provide credit to our clients and, as a result, we maintain additional capital resources and strict credit control and monitoring procedures. We will assume that you consent to us using the Non Statutory Trust Account in this way unless we hear from you to the contrary. We do not pay you any interest on premiums held by us in the course of arranging and administering your insurance. In the case of personal/consumer transactions, when the interest received from any one transaction exceeds £20, then we will ask for your permission to retain the interest. Where we use another intermediary to assist in placing cover, all premiums paid to us and remitted to and received by that intermediary will receive the protection required by the FSA, and we have strict procedures in place to monitor payments to such parties.

## 10 Our Remuneration

The remuneration we receive for our services will be commission (a percentage of the premium allowed by the insurers) and / or a fee which will be specifically advised to you.

Commission and fees are earned for the insurance period and we will be entitled to retain all fees and commission in respect of the full period in relation to policies placed by us. No refunds of fees or commission will be allowed following cancellation of any policy or reductions in cover.

We reserve the right to charge a fee in addition to the insurance premium for the arrangement, amendment, renewal, or cancellation of any policy. These fees will be advised to you in advance and identified separately.

In addition to commission or an agreed fee basis of remuneration we may also receive benefit from:

- Income that we are able to generate due to the volume of our account placed with certain insurers combined with its underwriting performance, which are not identifiable to any specific account.
- Income that 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.
- Income that is receivable from premium financing companies calculated by reference to the total volume of premiums financed, delinquency ratios and financing rates applied.
- Commission receivable from certain companies in connection with uninsured loss recovery products.
- Administrative fees or commissions for services provided to insurers or other suppliers.

You are entitled, at any time, to request any information regarding any income which we may have received as a result of placing your insurance business. If you wish to request details of our earnings from your business please write to or email Les Hare (lhare@insurance-partnership.com) or alternatively ask your normal broking contact to request this information on your behalf.

Any services that we provide other than advising on and arranging general insurance will be invoiced separately, or will be shown as a separate item on your invoice.

## 11 Withholding Documentation

We reserve the right to retain certain documents such as your Policy, Motor Certificate or No Claims Bonus Proof until all premiums, charges or fees have been paid. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents you are required to have by law.

## 12 Cancellation Rights and Procedures

Policies may be cancelled by notifying us in person, or by telephone, letter or email confirming the reasons for and date of cancellation. In the case of Motor Insurance, policies can only be cancelled by you once the Motor Insurance Certificate or Motor Cover Note has been returned. Refunds are not permitted under certain types of policy but for all other types of policy insurers allow a refund against the annual premium subject to no claims having been made during the period of insurance. In the case of certain insurers a full pro-rata refund may be restricted due to policy terms and conditions that impose minimum premium levels or levy cancellation charges.

Personal / consumer clients only have a legal right to cancel your policy for any reason within 14 days of receiving the full terms & conditions, subject to no claims having occurred. You will always be advised where this Right applies. A charge will apply for the period of cover provided and, in addition, we will make an administration charge.

## 13 Prior Insurance Contracts

In circumstances where you appoint us to act as your insurance intermediary and administer policies arranged by another intermediary or intermediaries we will not be liable for any loss resulting from the advice or possible negligence of your previous intermediary or intermediaries howsoever caused. Unless instructed otherwise we will not undertake to review any of your previous insurance contracts other than contracts currently in force at the time of appointment. We will discuss with you how current and future claims arising from policies not arranged by us will be administered.

## 14 Claims

All incidents with the potential to give rise to a claim must be reported to us immediately and we will advise you of the appropriate action to be taken. Alternatively claims can be reported directly to insurers by way of

their Telephone Claims Helpline, details of which will be shown in your policy documents.

Do not admit liability to other parties or agree to any course of action, other than emergency measures needed to minimise the loss, until the insurers have given their agreement. For all crime related claims please notify the police immediately. There may also be other claims requirements detailed in your policy document such as reporting baggage lost or damaged during a holiday to an airline or other appropriate authority.

We will provide a claims handling service for as long as you remain a client of The Insurance Partnership, however we reserve the right to charge a reasonable fee for our services if, for any reason, you cease to

be our client but wish us to continue to handle on-going claims on your

behalf.

## 15 Money Laundering and 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 the business relationship. Documentary evidence may be requested.

We are obliged to report to the Serious Organised Crime Agency any situation giving rise to a suspicion of money laundering. A formal report may be made in the following circumstances:-

- If there is suspicion relating to a client's identity
- If a client attempts to make substantial or unusual cash payments
- Where the transaction does not appear to be rational in the context of the clients business or personal activities.

We are prohibited from disclosing any report or suspicion to our Client.

## 16 Confidentiality

Information which you have given us will not be used or disclosed outside of The Insurance Partnership Group of companies except in the normal course of negotiating, maintaining or renewing insurances on your behalf, unless we are obliged to make such disclosure for regulatory or legal reasons. We are registered under the Data Protection Act 1998 and you have the right to see personal information about you

which we hold in our records. We reserve the right to charge a reasonable fee for providing this information to you.

We may, from time to time, contact you in connection with new products or existing products where we believe they would be of benefit to you.

### 17 Complaints

Your custom is valuable to us and we want you to be completely satisfied with the service we provide. Should you have any reasons whatsoever to be unhappy with our service, then please contact the executive responsible for handling your account either verbally or in writing who will take details of your concerns. Alternatively you should contact the nominated director that deals with complaints:

#### Mark Green ACII FCILA

The Insurance Partnership  
Partnership House  
Priory Park East  
Kingston upon Hull  
HU4 7DY

Tel: 01482 213215

Fax: 01482 213216

Email: [mgreen@insurance-partnership.com](mailto:mgreen@insurance-partnership.com)

We will endeavour to resolve the matter by close of business on the next business day following receipt of your complaint. However, if this is not possible, we will acknowledge your complaint promptly in writing within five business days and advise you who is handling the matter and when you can expect a response. We would hope to provide a full written response within 4 weeks of receipt of the original complaint but, if the matter cannot be resolved within this timescale, we will write with an explanation as to the progress and the likely timescale involved. Upon expiry of 8 weeks we shall inform you of our final response or what further action is being taken.

Should the matter not be resolved to your satisfaction once our internal complaints facility has been exhausted then you can contact: The Financial Ombudsman Service (FOS); South Quay Plaza, 183 Marsh Wall, London E14 9SR (Telephone Number 0845 0801800). The use of this facility is without prejudice to your right to take legal Proceedings.

Your insurer also operates a complaints procedure and details will be noted in the policy documentation.

Please note that the FOS will only consider complaints from eligible complainants. Eligible complainants are defined as private individuals, enterprises which employ fewer than 10 people and which have a turnover or annual balance sheet that does not exceed €2 million at the time of the complaint, charities with an annual income of less than £1 million and trustees of trusts with a net asset value of less than £1 million at the time of the complaint.

### 18 Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation if we cannot meet our obligations. This protection only applies to certain classes of insurance and certain customers.

Further information about the Compensation Scheme arrangements and details of who and what is covered is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100.

### 19 Liability

We acknowledge that we will be liable to you for loss, damage, costs and expenses ("Losses") caused by our negligence or the negligence of any of our directors, employees, consultants, sub-contractors or agents for whose acts errors or omissions the Company is legally liable ("the Specified Persons"), subject to the following provisions of this clause, which are each subject to clause 20:

We shall have no other liability of any nature, whether in contract, tort, or otherwise, for any Losses whatsoever and howsoever caused, arising from or in any way connected with the services and/or advice provided by us or our engagement by you.

We shall not be liable in contract, tort (including negligence) or otherwise (i) for any increased costs or expenses, or (ii) for any loss of profit, business, business contracts, business revenues or anticipated savings, or (iii) for any special, indirect or consequential damage of any nature whatsoever.

We shall not be liable to the extent that Losses are due to the provision of false, misleading, inaccurate, or incomplete information or documentation or your failure to inform the

Company of any material information or if and to the extent Losses are due to any act or omission of any person other than the Company or any of the Specified Persons.

We shall not be liable to you or be deemed to be in breach of our contract with you by reason of any delay in performing, or any failure to perform, any of our obligations to you, if the delay or failure was due to any cause beyond our reasonable control.

**Unless otherwise agreed by the Company with you in writing, our total liability to you (whether in contract, tort (including negligence) or otherwise) shall not exceed £10,000,000 in respect of any one Claim.**

"Claim", for the purposes of this clause 19 shall mean all claims and Losses resulting from:

- (i) one and the same act error or omission; or
- (ii) a series of acts errors or omissions arising out of or attributable to the same originating cause, source or event.

## 20 Saving

Nothing in these terms and conditions is intended nor shall operate to exclude or restrict any duty or liability to the client which the Company has under the regulatory system in or under the Financial Services and Markets Act 2000, or any liability arising from fraud or dishonesty of any Specified Person, any liability for death or personal injury caused by negligence or any other liability which by law cannot be excluded or restricted.

## 21 Termination

Our Services may be terminated by us or by you upon giving the other one month's notice in writing, or as otherwise agreed.

In the event that our services are terminated by you, we will be entitled to receive all outstanding premiums, fees or commission payable (whether or not the same has been received by us) in relation to the policies placed by us.

The provisions of clauses 2, 8, 10, 16, 19, 20 and 21 and any provision of this document which is expressly or by implication provided to come into or continue in force after termination of our services, shall survive such termination howsoever arising. Such termination shall be without prejudice to the accrued rights and liabilities and other remedies of either party.

## 22 Law and Jurisdiction

This agreement, which sets out the terms of our relationship with you constitutes the entire agreement between the parties in respect of our engagement. All other terms, express or

implied by statute or otherwise, are excluded to the fullest extent permitted by law. This agreement will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English Courts. This agreement may not be varied except in writing between parties.

Unless otherwise agreed between us in writing no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.

## 23 Invalidity and Severability

If any provision or term of this agreement shall become or be declared illegal, invalid or unenforceable, all other terms and / or provisions shall remain in force and effect.

## 24 Waiver

No failure or delay by either party in exercising any of its rights under this agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

## Note:

General Insurance Products means the Contracts of General Insurance listed in Schedule 1 Part 1 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.