

TERMS OF BUSINESS For Commercial Clients

Firm's Identity

Emrose (Insurance Brokers) Limited
Incorporating Cabsurance Direct
606 High Road,
Seven Kings, Ilford
Essex, IG3 8BX

Telephone Number 020 8597 2622 email : emrose@cabsurance.com

Our Service

In arranging insurance for our customers, we act as an Independent Intermediary authorised by the Financial Conduct Authority (FCA). Our FCA Register number is 304324 Details of our status can be checked by visiting the FCA website at www.fca.org.uk or by telephone on 0800 111 6768

Our service includes advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make and credit broking. We can also assist you with making a claim.

Our Selection (Fair Analysis)

We offer products from a wide range of insurance companies. Our selection usually involves presenting to a reasonable number of insurance companies that will insure for the risk at hand, and this is called a fair analysis of the market. Sometimes we may only approach two or three insurers and this is a limited Panel, or in some cases, we may only approach one insurer, in either case, we will tell you the basis as part of our selling process. You can also request a list of the companies that form the Panel we have approached.

Our Selection (Single Insurer)

We may only offer certain products from one insurer. e.g. Ageas – Personal Accident & Sickness, Motorplus Limited t/a Coplus - Key Cover.

Disclosure

You must make a fair presentation of the risk to us. This means you must:

- 1) disclose to us every material circumstance which you know or ought to know or sufficient information to alert us that we need to make further enquiries; and
- 2) disclose your information in a reasonably clear and accessible manner; and
- 3) ensure that any material representation as to a:
 - a. matter of fact is substantially correct; and
 - b. matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence the judgement of a prudent insurer in determining whether to take the risk and, if so, on what terms. This duty also extends to any variations or changes you wish to make.

If you fail to make a fair presentation of the risk this could affect the extent of your cover or could invalidate your policy. If you make a deliberate or reckless misrepresentation your insurer will be allowed to void your policy, which means that claims will not be met.

If a misrepresentation is deemed to be not deliberate or reckless then your insurer:

- might avoid the policy and return the premium
- might apply different terms if it would have accepted the risk but on different terms
- might reduce the amount paid on your claim if it would have accepted the risk but at a higher premium

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a certificate of motor insurance. Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as "Spent".

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

If you are in any doubt about whether information is material, you should disclose it.

Confidentiality and data protection

All personal and sensitive information about our customers is treated as Private and Confidential.

We will only use and disclose the information we have about customers in the normal course of arranging and administering their insurances, and will not disclose any information to any other parties without their written consent. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our customers is correct, and shall use it to provide quotations when policies fall due for renewal.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

We may pass information about you to credit reference agencies for the purposes of arranging payments by instalments, and may also pass to them details of your payment record with us.

Under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other related queries, you should write to us at the above address.

Motor and home insurance anti-fraud registers

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the Registers.

Motor Insurer Information Centre (MIIC)

Commercial TOBA v1.7 July 2020

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

Use for marketing purposes

We may use information held about you, to provide you with information about other products and services that we feel may be appropriate to you, by email, telephone, post or other means. You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address.

Claims

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring that may give rise to a claim under your policy, you should notify the insurer direct as soon as possible using the contact details in your policy documents.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and in any event, within 1 working day. We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all the elements of the claim with due care, skill and diligence.

We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss. If there is any conflict of interest, we shall only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and you have given that consent.

We will forward any payments received from insurers in respect of any claim, to you, without delay. We will notify you of any request for information we receive from your insurers.

Complaints

It is our intention to provide you with a high level of customer service at all times. If there are occasions where we do not meet with your standards please contact the member of staff you were dealing with either verbally or in writing. They will take details of your concerns and we will then acknowledge in writing, advising you of who is dealing with the matter. A copy of our full Complaints handling Procedures is available on request.

If you wish to register a complaint, please contact us in writing at Emrose (Insurance Brokers) Limited, (Complaints Department) 606 High Road, Seven Kings, Ilford, IG3 8BX or by telephone on 020 8597 2622. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. The FOS Consumer Helpline is on 0845 080 1800 and their address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Are we covered by the Financial Services Compensation Scheme?

We are covered by the 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. Insurance advising and arranging is covered for 90% of the claim, without an upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

Premiums and financial aspects

We normally accept payment by cash, cheque or the following credit/debit cards: JCB, Maestro, MasterCard, Visa

In most cases we are paid by commission from the insurer, but in some circumstances, we may charge you a fee instead of commission, or a combination of both. We will advise you of the fee amount before you become liable to paying it. In addition to commission payments and/or client fees, we may receive remuneration by way of administrative fees or commissions for services provided to insurers or income derived from the arrangement of finance or other services with third party suppliers. If you make a change, or cancel your policy mid-term that results in a return of premium, we will retain any commission and/or fee amount to cover our administration costs. This amount will be specified to you during the transaction process. If you would like details of how much commission we earn for arranging your policy, please let us know.

Security

Whilst we make every endeavour to place your insurances with insurers that are financially sound, we do not guarantee or otherwise warrant the solvency of any insurer we place your insurances with. If you have any concerns regarding any insurer chosen to meet your insurance requirements you should inform us as soon as possible and we will discuss them with you. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

Credit Consent Checking

When you ask us to obtain quotations for insurance products, you should be aware that some of the insurers we approach will carry out personal credit checks as part of the underwriting process. This means they will review information held by a credit reference agency. Whilst a record of the search will be added to your credit record, we are advised this will not have any detrimental effect on your credit rating or history. We may also make periodic searches and in particular when your policy is due for renewal.

To comply with Consumer Credit legislation, providers of personal credit are required to carry out affordability assessments before making advances of credit. This means that whenever we are asked to arrange personal premium finance, we will pass your name, address and date of birth to the finance provider, to enable it to carry out an assessment. In assessing your application, the provider may search information held by a credit reference agency. Please note the credit reference agency will add details of the search and your application to their records, whether or not your application proceeds. By agreeing to our Terms of Business you agree to these uses of your information.

Fees and Charges

NEW POLICIES, RENEWALS, POLICY ADJUSTMENTS - Up to £100 administration fee is charged for all adjustments and duplicate documents. This is in addition to any additional premiums charged by the Insurer.

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

You may be able to spread your payments through insurers' instalment schemes, a credit scheme with a third-party finance provider, or a facility we have arranged ourselves. We will give you full information about your payment options when we discuss your insurance in detail.

Risk Transfer

Premiums that we collect from you are held in an insurance broking bank account specifically used for the purpose of holding client premiums. By virtue of agreements we hold with insurers, we collect premiums as agent of the insurer. Therefore, once we have collected premiums from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer. We will remit the premiums to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers.

Client money segregation (Statutory trust)

Premiums that we collect from you will be segregated into and held in an Insurer Money Trust Account. The client money will be held by us as trustee on your behalf. The Insurer Money Trust Account is governed by FCA rules. This means that once the client money is segregated into this Bank Account, it falls into our legal ownership but remains in the beneficial ownership of customers whose premiums are deposited in the Account. If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the client money in the Account according to their respective interests in the client money. The costs relating to the distribution of client money will have to be borne by the trust.

Earning interest on customer premiums

We hold premiums that you pay to us in an Insurer Money Trust Account. Under FCA regulations we have to inform you that we may earn interest from the money held in this account which may exceed £20 for any one transaction that you make with us. We retain interest earned on this account. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

Return premiums

Return premiums usually arise if an insurance risk is reduced or a policy cancelled.

On a return premium, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you.

In view of the costs involved, we will not issue any return premium that is less than £25. An amount less than £25 will be held to your credit and can be utilised against any future insurance policy with us. If a policy is cancelled, we will refund any return premium due.

Quotations

All quotations are subject to change in respect of the amount of premium indicated, and/or the terms and conditions that are applied.

Policy terms, conditions and warranties

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

Renewal premiums paid by instalments

In good time before the renewal of your policy, we will provide you with the renewal premium and terms for the coming year.

If you have not contacted us before renewal date, we may renew the policy automatically on your behalf. If you do not wish to renew the policy, please let us know as soon as possible. We should also advise you to cancel your direct debiting instruction with your bank prior to renewal date.

If it is your intention to renew the policy, please contact us to confirm your acceptance. We shall send your new certificate of insurance to you.

Customer money passed to another person.

In accordance with FCA Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you paid us, in payment of an insurance premium, to another intermediary.

By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

Disclosure of commission

If you would like to know the amount of commission that we are paid in respect of your insurance contract, this information is available on request.

Governing law

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

Other taxes or costs

Other taxes or costs, or both, may exist in relation to the products and services offered by us that are not paid through, nor imposed by, us.