

## TERMS OF BUSINESS

### Commercial Customers

**This Terms of Business Agreement version is dated 15<sup>th</sup> March and supersedes any terms of business that have been previously provided to you.** Please read this document carefully and in full as it sets out the Terms that apply to our appointment by you, and the services we will provide. By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. If there is anything in this document that you do not understand or agree with please contact us promptly. We will assume you accept these Terms if we do not hear from you in this respect.

### Regulation

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. Mark Grafton Trading As Grafton Insurance Risk Solutions (herein referred to as “Grafton Insurance”) is an Appointed Representative of Bennett Gould & Partners (Dorset) Limited, which is authorised and regulated by the Financial Conduct Authority (FCA) under firm reference (FRN) 310780 and is permitted to advise, arrange and assist in the administration and performance of general insurance contracts. You can check this on the FCA Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### About Us

Mark Grafton Trading as Grafton Insurance Risk Solutions C/o Beaufort House, 11th Floor, 15 St Botolph Street, London, EC3N 7DT. Bennett Gould & Partners (Dorset) Limited (BGP) is registered in England and Wales, No. 04044055. Registered office: Corinium House, Corinium Avenue, Gloucester, GL4 3HX. Bennett Gould & Partners (Dorset) Limited is a wholly owned subsidiary of Bennett Gould & Partners Limited (BGP) (FRN 306850).

### Our Services

As an insurance intermediary, we normally act for you when we arrange your insurance. However, we can also act as an agent of the insurer in relation to the coverage proposed, receipt of premium, binding the risk, claims handling, or administration. We have in place management controls to deal with any conflicts of interest that may arise. Unless we advise you otherwise, we are acting on your behalf.

We deal with both advised and non-advised sales. We shall let you know in writing if we arrange insurance for you but do not offer advice. We offer products from a range of insurers. Our selection will normally involve a limited number of insurers however we may only approach two or three insurers or just one depending on the type of risk and cover. We will inform you of the basis of our selection as part of our sales process. You may also ask us for a list of insurers we deal with. While we select insurers carefully, we cannot guarantee the solvency of any insurer. We are not tied to any insurer and no insurer holds any shareholding in us or any of our subsidiaries or associated companies. We do not have any holdings or voting rights in any insurer.

Quotations will be valid for a period of thirty days from the date of issue unless advised otherwise. We reserve the right to withdraw quotations in certain circumstances (e.g. where the insurer has altered the premium or terms for the insurance since the quotation was given or if a claim/incident has occurred since terms were offered). We may provide additional services such as, risk management. Please note that such services are not regulated by the Financial Conduct Authority and do not benefit from the protection offered by The Financial Ombudsman or Financial Services Compensation Scheme. We do not offer advice in relation to tax.

Our letter, email or report will set out key aspects of the cover but this is not a substitute for the insurer(s) policy wording, which will take precedence in setting out the terms of the cover.

Depending on the product offered, we may:

- Make a personal recommendation based on a fair and personal analysis of the market, this would include examining a sufficient number of insurance contracts, based upon cover, premiums and service.

- Make a personal recommendation after conducting a limited search or offer a single insurer.
- Offer no personal recommendation.

### Awareness of Policy Terms & Conditions

When a policy is issued you are strongly advised to read it carefully as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you have purchased. If you are in doubt over any policy terms and conditions, contact us promptly.

### Premium

We will provide you with a quotation before your insurance arrangements are concluded. This will tell you the price and identify any fees, taxes and charges separately from the premium. You must settle the premiums due in cleared funds in accordance with the amount and payment date specified. Failure to meet payment dates may lead to insurers cancelling your policy. Where insurers have specified that a premium must be settled by a certain date, failure to comply may result in the automatic termination of your insurance contract.

### Payment Options

We will inform you of the payments options available when we provide you with your insurance premium. Cheques should be payable to directly to Bennett Gould & Partners Limited. Bennett Gould & Partners Limited does not accept cash payments. These should be paid directly to Bennett Gould & Partners Limited's non-statutory trust account as detailed on your invoice. No money should be paid to Grafton Insurance directly.

### Commissions, Fee and Charges

We usually receive brokerage (also referred to as commission) which is a percentage of the insurance premium paid by you and is permitted by the insurer with whom the insurance is placed. We may also charge a fee payable by you in addition to the premium. Fees shall be agreed with you in advance of payment. We may be entitled to retain all brokerage and fees irrespective of any cancellation or mid-term adjustment.

Our standard charges are shown below and are advised to you in advance. The fees shown below are current at the time of printing, but we do reserve the right to vary them if necessary.

- Arrangement of new policies and renewals: £30.00
- Arrangement of new policies and renewals where the arranging or placement of a policy involves notably more work, for example, if the policy is a complex or non-standard risk (such as a multivehicle policy or home that has suffered from previous subsidence or flood): £50. You will be informed of this prior to cover being arranged.
- Policy alterations: £25
- Cancellation: £50 plus retention of the commission earned at inception or renewal of the policy

### Commission Disclosure

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.

### Premium Financing

BGP will act as credit broker in arranging premium finance, act on behalf of, and owe a duty to the premium finance provider. BGP may receive commission for arranging finance agreements, which is a percentage of the finance charge on premiums financed. BGP work with a number of finance providers and information about payment options is provided on a non-advised basis. You remain free to make your own choice of premium finance provider. All instructions that we receive verbally or in writing from you or your representative are binding. It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement. The finance arrangement you enter into will be with finance company, not with us or BGP. Please note that your policy cover will cease if you fail to maintain payments on an instalment agreement or a premium finance facility related to it.

## Protecting your Money

Grafton Insurance is not permitted to hold client money. Bennett Gould & Partners Limited will hold your money under a risk transfer agreement with insurers or in accordance with the FCA rules. Monies will be held in a non-statutory trust account which entitles Bennett Gould & Partners Limited to use client money to make advances of credit (e.g. pay another customer's premium before the premium has been received from that customer, or pay claims and premium refunds to a customer before funds have been received from the insurer). This is standard practice within the insurance industry, and holding your money in this way protects your money in the event that Bennett Gould & Partners Limited becomes insolvent. Bennett Gould & Partners Limited will retain any interest earned on the account. Unless you tell us otherwise, you are consenting to Bennett Gould & Partners Limited holding your money in this way.

In arranging your insurance, we may employ the services of other intermediaries who are regulated by the FCA, and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold client money in a separate trust account. We will inform you if at any time Bennett Gould & Partners Limited are required to pass your premium to firms who operate outside of the UK, where protection arrangements may differ.

## Your Obligations

### IMPORTANT INFORMATION

If you are a Commercial insured (taking out insurance wholly or mainly for the purposes related to your trade, business or profession) and the insurance is governed by English law, you have duty under the Insurance Act 2015 to make a fair presentation of the risk to your insurers. This duty requires you to disclose all material information, facts and circumstances in a manner which is reasonably clear and accessible, and not to make any misrepresentations. This duty applies before you take out your policy, when you renew it, when you vary or extend it, and also during the life of the policy.

A material fact is one which would influence the judgement of a prudent insurer in determining whether to take on the risk and if so, on what terms. It includes (but is not limited to) any particular concerns which led you to seek insurance cover, any special or unusual facts relating to the risk, and anything which people involved with this type of insurance and your type of business would generally understand as being something which should be included in a fair presentation of the risk.

This duty requires you to disclose all material facts which are known by your senior management (individuals of your business who play significant roles in making decisions about how your business activities are to be managed/organised), and by the individuals who are responsible for arranging your insurance. It also requires you to carry out a reasonable search for material information that you ought to know and which is reasonably available to you. You should therefore make appropriate enquiries for material information throughout your business and outside your business (such as, enquiries of your agents and of anyone who will be covered by the insurance). When providing information, completing a proposal form/statement of fact or otherwise confirming any information to your insurer, you should take care to ensure the details provided are complete and accurate and that all material statements of fact are substantially correct and not misleading, and that any representation you make which is a matter of expectation or belief (e.g. as an estimate or forecast) is provided in good faith.

Failure to comply with your duty of fair presentation could prejudice your right to recover in the event of a claim or enable insurers to apply additional terms to your policy from the date it started, or even to avoid your policy (i.e. cancel it from inception without refund of premium) and treat it as if it never existed. If you are in any doubt as to whether something is a material fact, please contact us promptly.

## Employers Liability Tracing Office (ELTO)

ELTO is an insurance industry initiative set up to assist the tracing of Employers Liability (EL) insurers by employees who may have suffered injury or disease at work. It was established in April 2011 and since 1<sup>st</sup> April 2012 it is a legal requirement for employers to submit specific details i.e. the Employers Reference Number (ERN) and details of any subsidiary companies, to insurers to assist in the upkeep of this register. From April 2012 it is legally

required to collect it for policies containing an element of EL cover either incepting or renewing from that date. Further information is available at <http://www.elto.org.uk>

### Motor Insurance Database (MID)

The Motor Insurance Database (MID) was established in 2003 as part of the Motor Vehicles (Compulsory Insurance) Regulations. This legislation places a direct obligation on the Motor Fleet or Motor Trade policyholder to update the Database with accurate details of all road registered vehicles held for a period of more than 14 days, including temporary vehicles. Failure to supply or maintain vehicle data on the MID may result in prosecution and a fine.

### Cancellation

Your insurance may include a cancellation clause. The terms of your policy may allow insurers to retain the premium in full or to charge short period premium in event of cancellation before the policy expires. Please check your policy documentation for details. Our commission and fees are fully earned from the date insurance cover commences and will not be refundable in the event of cancellation, avoidance or early termination of the policy. A cancellation fee of £50 will also apply.

### Renewals

Renewals will be invited on the basis that there have been no changes other than those specifically notified to us and your insurers. We will notify you each year in advance of the renewal date and inform you of any changes to the premium, policy terms and conditions. If we do not receive your instructions by your renewal date, we reserve the right not to renew your policy. We will not be held liable for any loss you may suffer if you fail to provide the necessary instruction in sufficient time prior to renewal. If your policy is automatic renewal, this will be advised to you at the time your policy is issued, and on renewal invitation. Your renewed policy will only be valid when you have told us about any changes to your circumstances. Failure to notify us or your insurers of any changes to your circumstances may lead to your policy being cancelled, your claim being rejected, or not fully paid.

### Complaints & Compensation

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact us as soon as possible by phone 03330 146 156, email [compliance@bgpltd.com](mailto:compliance@bgpltd.com) or in writing to Compliance Officer, Bennett Gould & Partners Limited, Corinium House, Corinium Avenue, Gloucester GL4 3HX.

A copy of our complaints procedure is available upon request. Most complaints are resolved by close of business on the 3<sup>rd</sup> working day after receipt. For more complex issues, an acknowledgement will be sent confirming who is dealing with the complaint and when we expect to respond to you in full. We aim to provide a final response within 8 weeks of the date we receive a complaint.

If you cannot settle your complaint with us you may be able to refer it to the Financial Ombudsman Service (FOS). The FOS may not be able to consider a complaint if you have not provided us with the opportunity to resolve it first. You can contact the FOS on 0800 023 4567 or by writing to The Financial Ombudsman Exchange Tower, Harbour Exchange Square, London, E14 9SR or website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme (FSCS) which means you may be entitled to compensation from the scheme if we cannot meet our liabilities. 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 any upper limit. For compulsory classes of insurance, this increases to 100% of the claim without an upper limit. Further information about the compensation scheme arrangements is available from the FSCS helpline 0800 678 1100 or website [www.fscs.org.uk](http://www.fscs.org.uk)

### Data Protection

Where personal information is collected about individuals in connection with arranging of insurance, this information will be collected and processed in accordance with our privacy policy. Our privacy policy can be viewed on our website at [www.graftoninsurance.co.uk](http://www.graftoninsurance.co.uk) alternatively, you can contact us for a copy. For your protection, insurers maintain databases to prevent fraud, and the information you provide may be subject to checks. Insurers and other Insurance Intermediaries may also carry out credit checks when arranging your insurance.

### Money Laundering Regulations and Proceeds of Crime Act

You agree to provide such evidence and information about your identity, and that of your associates, as we may reasonably require in order to comply with our obligations under money laundering legislation and regulations and associated Proceeds of Crime Act. We are obliged to report to the National Crime Agency and/or appropriate law enforcement agencies any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

### Economic or Trade Sanctions

We reserve the right to suspend or terminate these Terms of Business (in whole or in part) where we believe performance could be a breach of applicable economic or trade sanctions. We will not provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose us or our affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

### Law and Jurisdiction

This Terms of Business is subject to English Law and the jurisdiction of the English Courts.