

# Terms of Business

## 1. THE FINANCIAL SERVICES AUTHORITY

This document sets out our commitment to you as our client and sets out the principles we follow in doing business with you. Montgomery Kent Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority (FCA), under registration number 314804. This means we are committed to providing a high standard of professional service in our permitted business of advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.

You may check this on the FCA's register by visiting the FCA website, [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0845 606 9966.

If you have any questions about the contents of this document or have any questions regarding our relationship with you, please contact our Managing Director who will be pleased to assist you.

## 2. OUR SERVICE

Our role is to advise you and make a suitable recommendation after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer. It is our aim to treat our clients fairly at all times.

We select commercial insurances from a range of insurers, but for certain products, we may only deal with a single insurer or select from a limited number of insurers. We will give you further information about this before we finalise your insurance arrangements.

We have arranged a facility with Hiscox Insurance Company for film production Insurance as per terms and conditions disclosed to you in the master policy. Productions will have to be declared in a case by case basis. Specific requirements or covers will be treated separately.

## 3. INSTRUCTIONS

To avoid any misunderstandings, please provide your instructions to us in writing (by letter, e-mail or facsimile). In urgent cases, we will of course accept verbal instructions but request that they are confirmed in writing as soon as possible.

## 4. PROPOSAL FORMS

For certain classes of insurance, we will ask you to complete a proposal form or Statement of Facts. As your insurance broker, we are happy to provide you with advice on completing the form but we cannot complete it on your behalf. Please pay particular attention to any declarations you may be asked to sign and to your duties of disclosure (see below) as it is essential that we and/or the insurers are informed of all material facts before placing any cover on your behalf. Information is material if it would affect the insurer's estimate of the risk involved or if the misrepresentation/non-disclosure induces the insurer to enter into the contract of insurance on particular terms.

## **5. DUTY OF DISCLOSURE (what you must tell us)**

- (a) As a proposed insured, it is your responsibility to disclose all material information to insurers when obtaining cover, whether or not proposal forms are applicable or completed.
- (b) If any material information is omitted or misrepresented, insurers have the right to void the policy and return the premium. This means there is no longer an insurance policy and no claims will be paid. It is therefore extremely important that you take care when providing information to enable the insurers to consider the risk, regarding the accuracy and completeness of that information.
- (c) The duty of disclosure arises when the insurance is first taken out and also every time you renew or amend it. The policy also includes a requirement to advise the insurer of changes throughout the term of the policy.
- (d) You must inform us immediately if you need to make mid-term changes to your policy so that we can obtain approval of the changes from the insurers and any further information required.

**IF YOU ARE UNSURE WHETHER A FACT IS MATERIAL OR NOT, IT MUST BE DISCLOSED.**

## **6. INFORMATION ABOUT THE PROPOSED INSURANCE**

**We will:**

- (a) provide you with comprehensive information early enough for you to make an informed decision about the insurance being proposed;
- (b) explain to you the differences in and the relative costs of the types of insurance that we think will suit your needs;
- (c) explain the key features of the insurance proposed including;
- the essential cover and benefits
  - any significant or unusual restrictions, exclusions, conditions or obligations
  - the period of the cover;
- (d) inform you if we are unable to match your requirements, and explain the differences between those requirements and the insurance that we are proposing.

## **7. CONFIRMATION OF COVER**

**We will provide you with policy documents and/or certificates and/or cover notes and/or written confirmation that cover has been put in place, including the terms of the insurance(s) and the insurers involved. These will be sent to you within 30 calendar days for all other clients.**

**We expect you to review all information upon receipt and to let us know immediately if the details of the cover or the participating insurers do not meet with your approval, or do not reflect the instructions previously given to us and particularly if any cover you require is excluded. Particular attention should be paid to any warranties and conditions as failure to comply with them could invalidate your policy and result in claims not being paid.**

## **8. PAYMENT OF PREMIUM**

Full payment of premium and fee, if applicable, is due before cover commences, or as otherwise stated under Terms of Credit or in the invoice or statement issued to you.

## **9. COSTS AND REMUNERATION**

We:

- (a) will provide details of the premium showing any fees, taxes and charges separately from the premium before your insurance arrangements are concluded;
- (b) may impose a fee in addition to the premium required by the insurer for duplicate documentation, mid-term changes, new business, renewals, etc.
- (c) are normally paid for arranging the insurance in the form of commission or brokerage paid to us by the insurers underwriting the insurance, unless we have an arrangement with you that our services are provided for an agreed fee; alternative arrangements on bonuses, additional commissions and any type of refunds will be agreed prior to commence of insurance.
- (d) will as well as any brokerage or commission or an agreed fee, as appropriate, be entitled to benefit from:
  - any earnings we are able to generate due to the amount of business placed with certain insurers and their underwriting performance, which are not identifiable to any specific client, and bonuses scheme agreed with you; and
  - retain interest earned on monies held in our 'Non-Statutory Trust' account.
- (e) will on request, be pleased to provide information about any commission received by us in the handling of your insurances.

As insurance brokers, we sometimes ask other brokers to assist us in responding to your instructions where we believe this is to your benefit. Unless a fee arrangement has been agreed, these brokers will usually be paid by brokerage which will be included in the premiums charged.

## **10. 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 which 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 trust account follows the rules which the FCA 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.

## **11. CLAIMS**

**It is essential that we or insurers, as detailed in your policy document, are notified immediately of any claims, or circumstances which could give rise to a claim. When you notify us, you must include all material facts concerning the claim. Your policy wordings will describe in detail the procedures and conditions in connection with making a claim.**

**We will provide a claims handling service for as long as you remain a client of Montgomery Kent Insurance Brokers Limited and we will employ due care and skill if we act on your behalf in respect of a claim.**

**Settlement of claims will be dependent upon collection from insurers. Part payments may be made during the collection process but we cannot be responsible for the wrongful non-payment or delay by insurers in paying any claim.**

**It is your duty to ensure that statements made on the claim form are correct. Failure to comply with this obligation may result in all or part of a claim not being paid.**

**If we act on behalf of an insurer in negotiating and settling claims we will inform you that we will be acting on behalf of the insurer, not yourselves before your insurance arrangements are concluded and again at the point of claim.**

## **12. RETENTION OF DOCUMENTATION**

**We will maintain records of the insurance contract(s) we arrange on your behalf. It is our policy to keep placing and claims records in accordance with best practice within the insurance industry. We will automatically destroy records after these periods unless you ask us to do otherwise. We are happy to provide this service free of charge for as long as you are our client.**

## **13. MARKET SECURITY**

**In selecting security, a wide variety of factors are taken into account including the financial statements of the insurer in question. Even so, we cannot guarantee the future ability of any insurer to meet the policyholder obligations and therefore the final decision on the suitability of any insurer rests with you. If you have any concerns about the security offered, please contact us immediately.**

## **14. CANCELLATION OF INSURANCE**

**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. 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.**

## **15. DATA PROTECTION AND CONFIDENTIALITY**

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.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We will not otherwise use or disclose the personal information we hold without your consent.

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 its 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. If at any time you wish us to cease processing any of your personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to our Managing Director.

## **16. COMPLAINTS AND COMPENSATION**

If at any time you are unhappy with our services, you should write to, telephone or e-mail our Managing Director giving details of your complaint. We will deal with any complaint swiftly and fairly.

If you make a complaint, we will acknowledge it promptly, explain how we will handle your complaint, tell you what you need to do and how your complaint is progressing.

## **17. CONFLICT OF INTERESTS**

Occasions can arise where we or one of our 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 detail the steps we will take to ensure fair treatment.

## **18. TERMINATION OF AUTHORITY**

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. Notice of this termination must be given in writing and will take effect from the date of receipt. 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. In the circumstances where we feel we cannot continue providing services to you we will give you a minimum of 14 days notice.

## **19. GOVERNING LAW**

**Montgomery Kent Brokers Limited undertake its activities as an insurance intermediary in accordance with the Laws of England and Wales and any disputes will be governed by and construed in accordance with the Laws of England and Wales.**

**Assured:**

**Policy Number:**

**Signature:**