

# Terms of Business Agreement

Newsletter Building,  
55-59 Donegall Street,  
Belfast,  
BT1 2FH

t. +44 (0)28 90329042  
f. +44 (0)28 90232362  
e. [info@willisinsurance.co.uk](mailto:info@willisinsurance.co.uk)  
w. [willisinsurance.co.uk](http://willisinsurance.co.uk)



## Accepting our Terms of Business

**The purpose of this document is to describe our professional relationship and the services we will provide to you. By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.**

**This document contains important information. Please read it carefully as it sets out the terms of business on which we agree to act for you as a client and the services we provide. Please contact us if there is anything that you do not understand or agree with.**

We would specifically draw your attention to the sections:

- Your Responsibilities
- Complaints
- Limitation of Liability

This TOBA supersedes any agreement previously in force.

### About Us

Willis Insurance & Risk Management is a trading name of Willis and Company (Insurance Brokers) Limited which is authorised and regulated by the Financial Conduct Authority (FCA).

Our offices are based at NewsLetter Building, 55-59 Donegall Street, Belfast, BT1 2FH (telephone 02890 329042).

Our email address is [info@willisinsurance.co.uk](mailto:info@willisinsurance.co.uk)

Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the placing, administration and performance of general insurance contracts and credit broking. You can check these details on the FCA's Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768. Our FCA reference number is 309124.

We will, as far as possible, treat our customers fairly and avoid or manage conflicts of interest.

### Our Service

We can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf.

We also act on behalf of insurers when collecting premiums under risk transfer (see "Money" Section).

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

We will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks.

We will confirm to you the level of service we are providing as part of our sales process. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes.

If we use the services of another intermediary to place your insurance we will advise you of the name of the intermediary we use and the name of the insurer.

We do not offer advice in relation to tax, accounting, regulatory or legal matters and you should take separate advice as you consider necessary regarding such matters.

### Our Product 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 and personal analysis of the market.

Sometimes we may only approach a specified number of insurers and this is a 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. We will also provide a list of the companies that form the Panel we have approached at quotation stage.

Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular payments, we do not offer advice in relation to this but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

### Payment of Premium

We provide invoices for all insurance transactions. You should review the insurance premium payment terms we advise you. All premium payment terms must be met on time or the Insurers may have the right to effect a notice of cancellation for non-payment of premium.

We do not pay premium to Insurers on your behalf until we have received it from you, nor will we pay claims or other monies due to you before they have been received from Insurers. However, in the event that we make any payment on your behalf or make any payment to you prior to our being in receipt of relevant funds from either yourself, Insurers or other third parties, we shall be entitled, without prejudice to any other remedy available, to recover that amount by way of deducting that sum from any amount due to you, whether on the insurance upon which we have made payment to you or on your behalf, or on any other insurance we handle for you.

Where you do not pay premium, despite our request(s), whether the insurer does effect cancellation, or not, and/or in the event the policy has lapsed, where premium and money remains outstanding, all and any outstanding premium and money due is due to us. We will effect any necessary measures where these remain unpaid, including, but not limited to, legal action, and where this is necessary our costs will be borne by you.

Where you enter into a premium finance agreement arranged through us, we will confirm the interest payable.

You will be advised of your payment options when you take out cover. Continuation of cover is subject to your adherence to the payment terms agreed.

### **Money**

We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers. This will include holding your money in the following way.

A non-statutory trust client bank account that allows us to use the money held in trust on behalf of one customer to pay another customers premium before we receive it from that customer and to pay premium refunds or claims before we receive payment from Insurance Companies. This is a standard practice within the Insurance Industry and we cannot use your money for any other purpose. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance, unless, in the case of consumer transactions we receive more than £20 per transaction, and then we will ask for your permission to retain the interest. Unless you tell us otherwise, you are consenting to us holding your money in this way.

Client money may be held in designated investments and we will keep any investment returns earned.

By holding your money in this way, means that in the event that this firm becomes insolvent your money remains protected.

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 clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

### **Insurer Security**

We can use UK and overseas insurers. Where overseas insurers are used it should be noted that a different legal and regulatory regime may apply and therefore your ability to enforce your legal rights or seek compensation may vary.

We will provide you with details of the insurers which we use to insure your risk but we cannot guarantee their solvency. The final decision on the choice of insurer rests with you. Please contact us if you have any concerns about your insurer.

As a general principle we do not use unrated insurers. Please contact us should you wish to discuss this further

### **Claims**

In most cases we will administer your claims using our in-house investigators, Accident Investigation Services, for the period of our appointment. These services can be continued beyond that point by mutual agreement but will be subject to additional remuneration. However in some cases you may be required to deal directly with insurers or specialist claims firms or a loss adjuster.

You are responsible for notifying claims or potential circumstances that may give rise to a claim. Please refer to

your policy summary or your policy document regarding notification requirements. Failure to adhere to the claims notification requirements, as set out in the policy or other coverage document, may entitle insurers to deny your claim. Please contact us if you would like advice regarding claims issues.

If an insurer reserves rights, declines or delays settlement of a claim or becomes insolvent, we will inform you and await your instructions. We will not accept liability for any unpaid amounts properly due from insurers.

We reserve the right to negotiate an additional fee with you if we believe there is exceptional or significant claims activity or there is a major loss requiring specialist assistance.

Where we no longer act as your broker for any reason, we reserve the right to transfer our claims information to your new broker.

### **Our Remuneration**

We usually receive a commission from the insurance provider with whom we place your business, and this is expressed as a percentage of the premium you pay and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. We may also receive a commission or fee for passing introductions to other professional firms.

In addition, we may also charge you a fee for arranging your insurance and full details will be provided to you at outset. For ease of reference, FOR PERSONAL INSURANCE customers our scale of fees is as follows:

New Business	£30.00	
Renewals	£30.00	<i>Charges</i>
Mid term adjustments	£15.00	<i>are per</i>
Mid term cancellations	£30.00	<i>policy.</i>
Replacement/duplicate certificates	£15.00	

COMMERCIAL CUSTOMERS will have their fees advised prior to arranging/renewing policies of insurance.

Brokerage and fees are earned at inception for the policy period and unless otherwise agreed with you, we will retain all fees and brokerage in respect of the full policy period. In the event of an adjustment or policy cancellation that results in a return of premium, we will refund the premium due, net of our full earnings.

In the ordinary course of business we may receive interest on client money and Insurer monies from the date we receive funds until we settle to those due to receive them. We confirm that we shall retain that interest.

We have a scale of charges for the AIS claims service but reserve the right to negotiate an additional fee with you if we

believe there is exceptional or significant claims activity or there is a major loss requiring specialist assistance.

We reserve the right to make an administrative charge in respect of Mid Term Adjustments and the issue of Duplicate Certificates. All fees will be advised prior to the purchase of a policy.

Where you have asked us to provide quotations and have instructed us to place the cover with Insurers, any subsequent recinding of those instructions may result in the charging of a fee for our time taken to obtain and place the cover.

Commercial customers are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business. Prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission which we receive from underwriters.

#### **Payment Options**

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium. Payment can be accepted by cheque, bank transfer, credit and debit card.

If you choose to enter in a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

**It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.**

**We do not charge any fees to you for introducing you to a credit provider**

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14 day cooling off period.

**Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.**

#### **Credit Checks and Affordability Checks**

We and other firms involved in arranging your insurance (insurers, other intermediaries, other WF Risk Group (Holdings) Limited Divisions or finance companies) may use public and personal data from a variety of sources including

credit reference agencies and other organisations. This is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds.

Affordability checks may be conducted when arranging premium credit, or if the credit agreement is altered or added to. Please note that you may not be accepted for credit, and you may be declined for requests for additional credit. If you have any queries about this or any other matter, please do not hesitate to contact us.

#### **Your Right to Cancel (Applicable to Consumers only)**

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. This period is extended to 30 days for Pure Protection or Payment Protection contracts. You will always be advised where this Right applies. A charge may apply for the period of cover provided and, in addition, an administration charge will apply as shown in the charges section above, cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

#### **Provision of Information**

All activities undertaken by us as outlined in this document are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us are for your sole use. You agree not to permit access by any third party to this information without our express written permission. We reserve the right to take action to protect proprietary information.

#### **Limitation of Liability**

Our aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this agreement or the services provided hereunder shall be limited as follows:

- (i) We will not be liable to you for any direct or indirect losses, damages or expenses incurred or suffered by you as a result of or in connection with any service that we provide to you unless arising directly from our negligence, wilful default or fraud
- (ii) In no circumstances will we have any liability for consequential or special damages, loss of profit or goodwill, howsoever arising
- (iii) Without prejudice to any other provision in this clause, if you suffer or incur losses, damages or expenses as a result of or in connection with any service that we provide to you otherwise than as a result of our wilful default or fraud, you agree that our total liability to you for such losses shall not exceed £10m
- (iv) Nothing in this agreement will limit or will be construed as limiting our liability for death or personal injury resulting from our negligence.
- (v) Nothing in this agreement will exclude or restrict any duty or liability that we may owe to you under the regulatory system.

- (vi) We will not be liable to you for any losses, damages, costs or expenses incurred or suffered by you as a result of our use of faulty computer systems or software supplied to us by a third party.
- (vii) We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason beyond our control, including without limitation any breakdown, malfunction or failure of transmission, communication or computer facilities, industrial action, Acts and Regulations of any government or the failure of any relevant third party, for any reason, to perform its obligations to us.

## Your Responsibilities

### Proposal Forms

For certain classes of insurance you may be required to complete a proposal form, questionnaire or similar document. We will provide guidance but we are not able to complete the document for you.

### Providing Information to your Insurers - Your Duty of Disclosure (what to tell us)

If you are a consumer, you are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

If you are a commercial customer you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you, and where applicable, your senior management persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk:
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size and complexity of

your business, and allow yourself sufficient time before your renewal date to consider and/or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us regarding the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

### Renewal

We will contact you in advance of your insurance renewal to collect renewal information and will provide you with renewal terms when we receive these from insurers.

### Change in Circumstances

The duty of disclosure as described above applies for any alteration, extension or renewal of your insurance contract and therefore you must advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance contract.

### Premium Payment

You will provide settlement with cleared funds, of all monies due in accordance with the payment date on our invoice. Failure to meet this date may lead to cancellation of your insurance contract particularly where a payment is a condition or warranty of a contract.

### Your Policy Documentation

Although we check the contract documents we send you, it is your responsibility to review them and ensure that they accurately reflect the cover, conditions and other terms that you require, and meets your demands and needs. Particular attention should be paid to any policy conditions and warranties, as failure to comply may invalidate your coverage. If there are any discrepancies you should consult us immediately.

### Complaints

Our aim is always to provide our customers with a first-class service; however we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our main office telephone 02890 329042, or write to Aideen Conway, Willis Insurance & Risk Management, Newsletter Building, 55-59 Donegall Street, Belfast, BT1 2FH or email [aconway@wfrgroup.co.uk](mailto:aconway@wfrgroup.co.uk)

If we are unable to resolve the issue to your satisfaction by the end of the third business day following receipt, we will

formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response no later than 8 weeks.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

The FOS Consumer Helpline is on 0800 023 4567 (free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9123 (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

A full copy of our complaints procedure is available on request.

#### **Financial Services Compensation Scheme (FSCS)**

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and [www.fscs.org.uk](http://www.fscs.org.uk).

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent

#### **Money Laundering, Sanctions & Proceeds of Crime Act**

To comply with the UK money laundering regulations there are times we may ask you to confirm your identity. We are required to have systems and controls in place to protect our company and our clients from the risk of financial crime. In order to achieve this we may ask you for additional information to assist us in establishing identity or legitimacy of insurance transactions that you ask us to undertake on your behalf.

We may check your details against financial crime databanks and if false or inaccurate information is provided, we may be obliged to pass such details to United Kingdom regulatory agencies that may use this information.

#### **Data Searches Notification – Consumers (Applicable to Truck, Commercial Vehicle, Household, Private Car, Motorcycle and Chauffeur policies of insurance)**

You should be aware that insurers exchange information through various databases to help check information provided and to prevent fraudulent claims. Specifically, MIB hosts the Claims and Underwriting Exchange (CUE) which holds a record of incidents reported to insurance companies by policyholders and third-party claimants. Insurers may validate the information provided by you, both about yourself and about

any other person named on the application, against the information held on CUE and against other databases hosted by MIB. Insurers may use this information to consider whether to accept the risk. For details relating to information held about you on the Claims and Underwriting Exchange please visit <https://www.mib.org.uk/managing-insurance-data/mib-managed-services/cue-miaftr>.

#### **Phone Recording**

We may record and monitor telephone conversations for regulatory, training and quality purposes.

#### **Conflicts of Interest**

We will endeavour to act in your best interests. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted by you. If this happens or we become aware that our interest or those of one of our other clients conflict with your interests, 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.

#### **Termination, Cancellation and Transfer**

This agreement may be terminated by either one of us giving 30 days' notice in writing to the other.

If our services are terminated at any time we reserve the right to retain any fees or brokerage received or to claim any that are still payable as due for placing and arranging the policy. Relevant run off claims information will be transferred to the new broker appointed by you. However if you wish us to handle the run-off claims on your behalf and we agree to do so, we reserve the right to charge a reasonable fee for these services.

#### **Amendments**

You agree that we have a right to amend this document by sending you either a notice of amendment in writing or a revised Terms of Business Agreement. Unless we hear from you within 30 days of receiving an amendment to our terms then we will consider that they have been accepted.

#### **Governing Law**

This agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with the laws of Northern Ireland and any dispute arising under it shall be subject to the exclusive jurisdiction of the Northern Ireland courts.