



## **CLIENT TERMS OF BUSINESS FOR ONLINE SALES**

### INFORMATION ABOUT US

Precision Crew Cover is a registered trading name of Precision Broking Limited. Precision Broking Limited of 59 Prince St, Bristol, Avon, BS1 4QH is an independent insurance intermediary registered in England & Wales.

Precision Broking Limited is authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Our registered number is 502742.

Please read this document carefully. It sets out the terms on which we agree to act for you and contains details of our regulatory and statutory responsibilities. Please read it carefully and contact us immediately if there is anything which you do not understand. This document is effective from 01 April 2014.

We would particularly draw your attention to the following sections of these Terms of Business:

- Duty of Disclosure
- Premium Payment
- Cancellation
- Client Money Arrangements

### **OUR PRODUCTS AND SERVICES**

We only offer a public liability, travel and personal accident insurance products from Munich Re Syndicate 457 at Lloyd's through Carroll Insurance Group – a Broker at Lloyd's.

We will provide you with information about each insurance product but will not give advice or make a personal recommendation. It is for you to decide how to proceed.

### **METHODS OF COMMUNICATION**

Please note that we will normally communicate with you in connection with your policy renewal by e-mail and/or text message.

### **INSURER SECURITY**

We will advise you of the insurers with whom we propose to place any insurance on your behalf. However, whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims -paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot therefore guarantee the solvency or continuing solvency of any insurer used. You should note that the financial position of an insurer can change after cover has inception.

A liability for the premium, whether in full or pro-rata, may arise under policies where a participating insurer becomes insolvent.

### **DUTY OF DISCLOSURE**

You are responsible, on an ongoing basis, for providing us/or your insurers with all material facts relating to the insurance covers we arrange on your behalf. Material facts are those which are likely to affect the assessment and acceptance of risks being insured. Failure to provide full and accurate information may mean that your cover is invalid. If you are in any doubt as to what facts are considered to be material then you should disclose them to us or your insurers.

It is very important that information given on your online application and any claim form is correct. If a form or declaration is completed on your behalf, it is your responsibility to check that the answers given to all questions are true and complete.

### **REMUNERATION**

Our remuneration for our services is normally in the form of commission or brokerage which is a percentage of the insurance premium paid by you and allowed by the insurer(s) with whom the insurance is placed; or a fee previously agreed with you.

Brokerage and fees are earned for the policy period and we will be entitled to retain fees and brokerage in respect of the full policy period in relation to policies placed by us.

In the event of mid-term adjustments we will be entitled to the same rate of brokerage.

In addition to client fees and/or brokerage payments we may also receive remuneration by way of:

- interest earned on insurance monies passing through our bank accounts
- expense allowances or commissions from insurers for managing and administering certain covers, binding authorities and other similar facilities
- profit commissions or profit shares paid by insurers on specific facilities and arrangements for a limited class of business
- administrative service fees which may be paid for limited specific services we provide to insurer(s) as part of the placing or claims process

We may sometimes also receive income from providers of premium financing facilities where, with your agreement, we have made such arrangements on your behalf.

We may sometimes also earn income for the provision of other services to you, which will be agreed with you on an individual basis.

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***www.precisionbroking.com***



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

For each insurance policy, including any subsequent renewal, you have a right to request information regarding any remuneration that we have received as a result of placing your insurance business

#### **CHARGES**

Unless we tell you otherwise when you take out or renew a policy with us we make no charges in addition to the insurer's premium

In the event of a policy being cancelled mid term, and not replaced by another policy, we reserve the right to retain the commission earned on the original transaction.

#### **PREMIUM PAYMENT TERMS**

You must pay the total premium due at the time of purchase or renewal by credit or debit card. We do not accept any other form of payment. Cover will not be in force unless and until the payment has been authorised.

We will not automatically renew your policy. However, we will contact you in good time before the expiry date so that you may renew your policy online.

#### **HANDLING CLIENT AND INSURER MONEY**

We hold all client money collected for onward transmission to insurers, return premiums and claims payments due to clients from insurers in a Client Bank Account under a Statutory Trust in accordance with FCA rules.

For the purpose of some transactions, please note that client money may pass through other authorised intermediaries before the insurer receives it.

Where we collect or hold money as agent of the insurer we may also hold that money in the same Client Bank Account.

Client money will be deposited with one or more approved banks, a list of which is available on request. Please notify us immediately if you do not wish us to use any bank or banks on this list.

Interest will not be paid to clients in respect of money held in client bank accounts.

#### **CONFIDENTIALITY**

All information provided by our clients is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as loss adjusters and approved contractors.

With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information to any other party without your consent.

We may also use the data we hold about you to provide you with information about other products and services which we feel are appropriate. You are requested to let us know if you do not want to receive this information.

We are registered under the UK General Data Protection Regulation (UK GDPR) and undertake to comply with the Regulation in all our dealings with personal data.

#### **CHANGES TO YOUR COVER**

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.

#### **RECEIPT OF INSTRUCTIONS**

We do not consider instructions to arrange or change cover which are sent to us by post, electronic mail or facsimile, or left on answering equipment, to have been received until they reach the relevant personnel in our offices.

We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

#### **DOCUMENTATION**

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately.



All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover if it not complied with precisely.

#### **PUBLIC LIABILITY CLAIMS**

You must notify the entity named below as soon as possible of a claim or circumstances which may give rise to a claim. You will be advised what you need to do to pursue your claim; you should note you will need to state all material facts concerning the claim. We would also ask that you notify Precision Broking Limited by phone on 0117 922 04220 as soon as possible.

Woodgate & Clark  
Colmore Gate  
2-6 Colmore Row  
Birmingham  
B3 2QD

Robin Judd  
Email: [r.judd@woodgate-clark.co.uk](mailto:r.judd@woodgate-clark.co.uk)  
Tel: 07738 886356

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to the above entity immediately and unanswered. Any attempt to negotiate or respond to the incident without prior reference to your insurers or the above entity might prejudice your cover.

Your claim will be dealt with by the above entity under a delegated claims handling authority on behalf of your Insurer. In these circumstances, any payment would be made by the above entity and then recovered from the Insurer (to speed up the claims process).

You should be aware that a claim arising after renewal of the policy has been invited might affect the assessment and acceptance of renewal by your insurers.

We will provide you with every assistance in submitting a claim and seeking to obtain reimbursement. However in the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

#### **PUBLIC LIABILITY COMPLAINTS**

It is always our intention to provide a high standard of service. If our service falls below the standard our clients reasonably expect and they have cause for complaint, we endeavour to ensure that at the appropriate stage the matter is handled fairly and promptly by a suitably senior and independent member of staff.

If you wish to register a complaint then please contact:

Claims Department  
Munich Re Syndicate Limited  
St Helen's  
1 Undershaft  
London EC3A 8EE

Email: [wtk.claims@mrunderwriting.com](mailto:wtk.claims@mrunderwriting.com)  
Tel: +44 (0)20 7886 3925

In the event that you remain dissatisfied and wish to take the matter further you can do so at any time by referring to the Policyholder and Market Assistance Department at Lloyd's. The contact details are: -

Policyholder and Market Assistance Department  
Lloyd's  
One Lime Street  
London EC3M 7HA

Tel: 020 7327 5693  
Fax: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Complaints that cannot be resolved by the Policyholder and Market Assistance Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.



This complaint procedure is without prejudice to your right to take legal proceedings.

#### **TRAVEL AND PERSONAL ACCIDENT CLAIMS**

All claims under PART A (Personal Accident and Illness) and non-emergency claims under PART B (Travel) should be notified to the Claims Administrators: -

Munich Re Syndicate Limited  
St Helen's  
1 Undershaft  
London EC3A 8EE

Email: [wtk.claims@mrunderwriting.com](mailto:wtk.claims@mrunderwriting.com)  
Tel: +44 (0)20 7886 3925

#### **TRAVEL AND PERSONAL ACCIDENT COMPLAINTS**

Complaints Procedure

Any complaint should be addressed in the first instance to: -  
Compliance Officer of the Agent shown in the Schedule

If you are not satisfied with the way that a complaint has been dealt with please contact: -

Claims Department  
Munich Re Syndicate Limited  
St Helen's  
1 Undershaft  
London EC3A 8EE

Email: [wtk.claims@mrunderwriting.com](mailto:wtk.claims@mrunderwriting.com)  
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#### **CONFLICTS OF INTEREST**

As independent insurance brokers we act as the agent of our client. We are subject to the law of agency which imposes certain duties on us. We also have proper regard for the interests of others, including the insurers for whom we also act.

Where we become aware of any actual or potential conflict of interest we will inform you of the situation, the options available to you and obtain your consent before we carry out your instructions.

#### **COMPENSATION**

Depending on the type of business and the circumstances, you may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") if we cannot meet our obligations to you. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Full details and further information on the Scheme are available from the FSCS.

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#### **TERMINATION OF AUTHORITY**

You may terminate our authority to act on your behalf with 14 days' written notice or as otherwise agreed. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated unless otherwise agreed in writing.

#### **CANCELLATION OF POLICIES**

You may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover and cancellation is within the same calendar month as purchase. Cancellation after this time will result in no refund being available for the policy or PSA membership. The insurer, may issue 30 days notice of cancellation at any time by writing to our last known address when we will allow a pro rata refund of premium.

#### **LAW AND JURISDICTION**

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.