

Terms of Business and Important Information We Must Disclose to You

1. Terms of Business (“Terms”)

In these Terms references to “we” or “us” relate to British Insurance (a trading name of Paymentsshield Ltd, part of the Towergate Group.) We recommend that for your own benefit and protection you should read these Terms carefully. These Terms constitute our standard client agreement upon which we intend to rely and will apply to our appointment by you and the services that we will provide. If you do not understand any point please ask for further information.

IN PARTICULAR we draw your attention to CLAUSE 10 and CLAUSE 14 of these Terms which relate to the amount you will receive if you cancel your policy, and the maximum amount we will be liable for in the event of our negligence.

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance – in the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms by conduct upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters. If you do not wish to be bound by these Terms then you should not instruct us to arrange, renew or otherwise deal with your insurance needs

2. How to make a claim

If you wish to report a claim or potential claim, please follow the instructions provided with your insurance company's documentation, quoting your policy number or other reference given to you.

3. Who are we regulated by?

The Financial Conduct Authority (“FCA”) is an independent watchdog that regulates financial services. We are authorised and regulated by them and you can check this on the Financial Services Register by visiting the FCA's website [Financial Services Register](#) or by contacting the FCA on 0800 111 6768. Our permitted activities are arranging insurance cover; dealing as agent and assisting with the administration and performance of policies – all in connection with general insurance.

4. Are we covered by the Financial Services Compensation Scheme (“FSCS”)?

Yes. You may be entitled to compensation from the scheme if we cannot meet our obligations, depending on the circumstances of the claim. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of any claim, without upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk

5. Complaints

Our objective is to provide a high standard of service to you at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. If you wish to register a complaint please contact us:

- in writing, to the Customer Services Team at British Insurance, PO BOX 229, Southport, PR9 9WU and/or;
- By telephone, 0844 346 0140.

In all cases please quote your policy number or other reference we have given you. If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service. Our Complaints Procedure is available upon request.

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6. Which insurance companies do we use to select your insurance?

	Policy Type(s)
For the following insurance(s) that you have/will be quoted for, we have/will select your insurance policy/policies from a range of insurers.	
For the following insurance(s) that you have/will be quoted for, we offer you policy/policies from a limited number of selected insurance companies. On request, we will give you a list of these.	<ul style="list-style-type: none">• Short term income protection• Mortgage payment protection• Holiday home,• Landlord• Unoccupied property and• Non-standard home
For the following insurance(s) that you have/will be quoted for, we only offer you policy/policies from one insurance company.	<ul style="list-style-type: none">• Family income benefit
For the following insurance(s) that you have/will be quoted for, we use policies from another part of the Towergate Group.	<ul style="list-style-type: none">• Holiday home,• Landlord• Unoccupied property and• Non-standard home

7. Our Services

We are an insurance intermediary acting on your behalf as your agent in arranging your insurance cover. Our services may include arranging insurance cover with insurers, issuing policy documentation to you in a timely manner and helping you with any ongoing changes you wish to make to your insurance.

We will explain the main features of the products and services that we offer you including details of the insurer, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations which you must meet and the period of cover. If you need extra time to consider the products or services we have offered you, we will endeavour to confirm how long you have to accept the insurance on the terms we have offered.

8. The fees we charge for our services

At British Insurance, we do not charge a fee for our services.

9. Your duty in relation to the questions asked

In arranging your insurance both we and the Insurers will ask a number of questions which you are required to answer. Please take reasonable care to answer all the questions honestly, to the best of your knowledge and provide full answers and relevant details. If you do not answer the questions honestly or to the best of your knowledge then your policy may be cancelled or your claim rejected or not fully paid.

Where help text is provided in relation to a question please ensure that you read this fully to ensure the correct answer is provided.

10. Cancellation Rights and Mid-Term Adjustments

You will find full details of your cancellation rights, and any related charges which may be levied by your insurer, in the terms and conditions of the insurance policy produced by your insurance company. Cancellation rights vary between insurers. Depending on the type of insurance you will have either 14 or 30 days (the "Cooling Off Period") to cancel your policy with effect from: (a) the day you receive the full terms and conditions of the policy, or; (b) the day the policy is sold - whichever is the later. Please note that a Cooling Off Period does not usually apply to policies of less than one month's duration, or single-trip travel policies. To exercise your right of cancellation, contact your insurance company or contact us either by telephone, email or by letter in each case in the manner and within the time limits set out in your policy documentation.

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YOUR ATTENTION IS SPECIFICALLY DRAWN TO THE FOLLOWING:-

Where you cancel your policy **AFTER** the expiry of the Cooling Off Period or where you request a mid-term adjustment which reduces the cover provided under the policy, ***we reserve the right to charge you for our time and costs. This will result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled or amended your policy.*** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned.

Where you are paying for your insurance by instalments (and an instalment payment is not received by us or the relevant premium finance provider on or before the date when it is due to be paid) you agree that we may on your behalf instruct the insurer to cancel the insurance or where the first instalment payment has not been received, notify the insurer that the policy has not been taken up. You will also be responsible for putting in place any alternative insurance.

11. Information on our remuneration

Other companies (including members of our group of companies) may act as underwriting agents, intermediaries for insurers or Lloyd's/London Market placing brokers in connection with your insurance. Where such companies are involved in placing or servicing your business they may charge an administration fee or other payment which will be passed on to you and disclosed separately from the cost of your insurance. Such businesses earn commission in respect of placing such business which is separate from that which we receive.

In addition to commission which is paid to us by insurers we may earn a "profit-share", management or administrative fees and other payments from insurers for efficiently managing business transacted with them. These payments may be calculated by reference to various criteria such as overall annual profitability of the insurance business transacted, taking into account the total amount of claims arising under policies we place with them. "Profit-share" payments are not directly referable to individual policies and consequently it is not possible to calculate such payments on an individual policy basis, meaning that we are unable to disclose to you how much your policy contributed to any "profit-share" payment we might receive. Ordinarily, and if such a "profit-share" payment is received (which is not guaranteed) it represents a small proportion of the normal commission we receive and will be retained by us.

Depending on the services which you have asked us to perform we may earn referral fees from third parties which are incidental to the insurance arranged for you. Such payments may be derived from a number of incidental activities including arranging premium financing, risk management, legal expenses cover and uninsured loss recovery services and will be retained by us. In limited circumstances additional amounts may also be paid to us by third parties where compensation for a personal injury claim is obtained or where a hire car is arranged following an accident. In each case we will retain these payments. From time to time insurers may make loan facilities available to us on commercially advantageous terms as an incentive for us to efficiently and profitably manage business transacted with them. This may involve (for example) reduced or nil interest rates and extended repayment terms which apply to such loans provided we meet or exceed efficiency and profitability targets set by the insurers in respect of the business we have placed with them.

For each insurance contract you have a right to request information regarding any remuneration that we may have received as a result of placing your insurance business.

12. Insurer Solvency

Whilst we will endeavour to place business with insurers who demonstrate an adequate level of financial solvency, and although their regulator requires them to maintain a minimum level of capital, we cannot guarantee the solvency of any insurer. We do not monitor insurer solvency on an ongoing basis, and shall not be liable for losses suffered by you in the event of the insolvency of an insurer.

13. Notification of incidents

It is essential that you notify your insurer promptly after discovery of all incidents that may result in a claim against your insurance policy. Any failure to do so may result in your insurer refusing to accept a claim. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Any information required by insurers to process your claim should be provided promptly to avoid delay in claim payments.

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Details of how to contact your insurer or to make a claim can be found in your policy documents.

14. Limitation/Exclusion of Liability ---- YOUR ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE WHICH LIMITS OR EXCLUDES OUR LIABILITY TO YOU

Our liability for losses suffered by you as a direct consequence of any negligent performance of our *services shall be limited in all circumstances to £5,000,000 per claim*. In respect of any other claim arising out of our performance or non-performance of the services hereunder our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to such claim arising. We shall not be liable to you for any economic loss, loss of profit or loss of business, whether directly or indirectly occurring and which arises out of or in connection with these Terms. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence, or for loss caused by our fraud, wilful misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above.

15. Terms of Payment

In the absence of any alternative terms which we agree with you in writing our payment terms are as follows:

- All policies - monthly direct debit, payable on the date specified in your policy schedule.

It is imperative that you comply with all payment terms and due dates set out in this paragraph or any such other terms and dates which the administrators for your policy agree can be substituted for any of them. In the event that you fail to pay any premium or other fees due then your insurer may cancel your policy and any claims submitted may be rejected.

16. How we hold your money

We do not hold your money.

17. Confidentiality and Data Protection

All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance. We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally— this may include details of your payment record with us. We may also pass information about you to other companies which are in or are associated with our group. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you. If you do not wish to receive marketing information from us or them, or for us to disclose information about you to other parties for marketing purposes, please contact us immediately. In the interests of security and to improve our service, telephone calls may be monitored and/or recorded.

18. No Waiver/Our Right to Assign

Any delay on our part in enforcing any of the rights under these Terms, either in whole or in part, shall not be deemed to be a waiver of such right. We may freely assign or delegate all or any part of these Terms and/or the services to any third party. In the event that we assign or delegate all, or any part, of these Terms to a third party your rights under these Terms will not be adversely affected.

19. Governing Law

These Terms and conditions are governed by English Law and we both agree to submit to the non-exclusive jurisdiction of the English courts.