

## TERMS OF BUSINESS

- 1. Regulation.** Scholar and Partners Limited of 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ United Kingdom are an Appointed Representative of Bennett Gould & Partners Ltd, Reg No: 04044055. Registered office Bennett Gould & Partners Ltd, Corinium House, Barnwood Point, Gloucester, GL4 3HX and at Rennie House, 57-60 Aldgate High Street, EC3N 1AL, who are authorised and regulated by Financial Conduct Authority (FCA) to sell general non-investment insurance products. Their Financial Services number is 310780. Our FCA register number is 813994 and you can check these on the FCA's register by visiting the FCA's website <https://www.fca.org.uk/firms/financial-services-register> or by contacting the FCA on 0800 111 6768.
- 2. Our service to you.** We will advise and make a recommendation for you after we have assessed your needs. Our service includes arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. As an insurance intermediary, we normally act for you when we arrange insurance for you. However, we also act as an agent of the insurer in relation to the coverage proposed, or the insurer may have outsourced to us certain work related to the administration of your contract. We will disclose to you where we act as agent of the insurer or provide services to the insurers when providing you with information on the coverage proposed. We may place your insurance business under a binding authority, managing general agency, lineslip or similar facility where we reasonably consider these match your insurance requirements/ instructions. We shall inform you whenever we bind your insurance risk under a facility. We do not offer advice in relation to tax
- 3. Quotations.** Our quotations will be valid for a period of 30 days from the date of issue unless otherwise stated by the underwriter/insurer.
- 4. Disclosure of information.** Your responsibilities will vary according to whether your policy is a 'Consumer Insurance Contract' or a 'Commercial Contract'.  
A 'Consumer Insurance Contract' is an insurance policy for an individual who needs the policy wholly or mainly for purposes unrelated to a trade, business or profession.

A 'Commercial Contract' is an insurance policy that is needed wholly or mainly for the purposes of a trade, business or profession. Under English law, if you are a business insured the business has a duty to make a fair presentation and disclose to the insurer every material circumstance which it knows or ought to know after reasonable search. This is the case before your cover is placed, when it is renewed and any time that it is varied and when you claim. Your policy wording may also provide that this duty continues for the duration of the policy. A circumstance is material if it would influence an insurer's judgment in determining whether to take the risk and, if so, on what terms. If you are in any doubt whether a circumstance is material we recommend that it should be disclosed. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In some circumstances an insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, when you renew your insurance and when you claim. It is important that you ensure that all statements you make in response to any request for information from insurers are full and accurate and that you do not make any misrepresentation or leave anything out when asked. You must check any form that you sign or any statement of facts relating to your policy. Reckless, deliberate or even careless mistakes could result in your insurance company refusing to deal with all or part of a claim.

We will point out significant features and benefits, and significant or unusual exclusions or limitations, and answer any questions you may have regarding the insurance contract. However, it is impractical to explain all the terms and conditions at the outset. It is your responsibility to read the Policy Document and any other information provided, and if there is anything that you do not understand it is important that you contact us for an explanation.

In addition, when entering into a 'Commercial Contract', please note that if you fail to disclose any material information to your insurers, this could invalidate your insurance cover and could mean

that part or all of a claim is not paid. If you are unsure whether information is 'material' you should disclose it.

5. **Awareness of policy terms.** 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 of the policy terms and conditions, please seek our advice promptly.
6. **Charges and Fees.** In certain circumstances we may charge a policy placement and/or production fee, cancellation fee and/or a mid-term adjustment/duplicate documentation fee. Any fee payable will be advised and agreed prior to inception of cover and advised during any adjustment/duplication/cancellation process.
7. **Commission Disclosure – Commercial Contract Customers** 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
8. **Holding Money.** The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:
  - a. any premium money it has received from you to the insurer; or
  - b. any claims or return premium monies that it has received from the insurer to you.

We are governed by strict rules pertaining to client money, set down by the FCA. Our principal Bennett Gould & Partners Ltd, FCA No: 306850 will hold monies in a Non-Statutory Trust client bank account they may earn interest on monies held, which will be retained by them.

When we act as agents for the insurer for the collection of premiums and payment of claims and refunds of premiums then these are treated as being received by the insurer when received in our (Bennett Gould & Partners Ltd) bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

We or Bennett Gould & Partners (Dorset) Ltd cannot hold client money; any client money will be held by our principal, Bennett Gould & Partners Ltd and will be kept separate from their own money with an approved bank segregated in a client bank account designated as subject to a non-statutory trust. Under a non-statutory trust they are entitled to use client money to make advances of credit, for example to pay another client's premium before the premium has been received from the other client and to pay claims and premium refunds to a client before such monies have been received from the insurer. We act as trustees of our clients' monies and must meet certain legal and regulatory conditions. You may notify us if you do not wish us to hold your money in this way, otherwise we will assume that we have your consent to hold your money in a non-statutory trust account. We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. We do however still remain responsible to you in respect of your money.

9. **Customer protection information.** It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet your standards, please contact us either verbally or in writing. We will acknowledge in writing, advising you of who is dealing with your concerns and attempt to address your concerns within five working days. If our investigations take longer, we will provide a full response within twenty working days or explain our position and provide timescales for a full response. If we cannot satisfy your complaint you may be entitled to refer it to the Financial Ombudsman Service.

10. **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 any policies containing an element of EL cover either incepting or renewing from that date. Further information is available at [http://www.elto.org.uk/Employer\\_Info.aspx](http://www.elto.org.uk/Employer_Info.aspx)
11. **Cooling off period and Right to Cancel (applicable to consumers only).** We will give you enough information and help so you can make an informed decision before you make a final commitment to buy your insurance policy. However you will have fourteen days to change your mind and cancel the insurance contract from the date you receive the policy documentation.
12. **Renewals** To make sure you have continuous cover under your policy we may automatically renew your policy when it runs out, unless you tell us not to. Each year we will notify you well in advance before the renewal date of your policy and tell you about any changes to the premium or the policy terms and conditions. Automatic renewal will be advised to you at the time your policy is issued. If you do not want us to automatically renew your policy please advise us. Otherwise we will renew your policy and invoice you accordingly. You should also note that your renewed policy will only **be valid when: you have told us about any changes to your circumstances**
13. **Financial Services Compensation Scheme (FSCS)** We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. 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 any upper limit. Further information about compensation scheme arrangements is available from the FSCS. The FSCS does not extend to re-insurance contracts.
14. **Use of Personal Data** Under the General Data Protection Regulations, we must always have your consent or a legal basis for using personal data. By asking us to quote or provide you with insurance because you have consented to our use of your personal data because it is in our legitimate business interests to use it (legal basis). You may withdraw your consent to such processing at any time. However, if you withdraw your consent this will impact our ability to provide insurance or pay claims. Your personal data may be used by example for the following purposes: Quotation/Inception, Policy administration, Claims Processing, Renewals, Mid Term Adjustments, Complaint Handling. Further information can be found in our Privacy Notice on our website; [www.bgpltd.com/downloads](http://www.bgpltd.com/downloads).
15. **Insurance Premium Tax (IPT)/ Government Levy** Your premium detailed in the policy will include IPT/Levy at the prevailing rate. Should the rate of IPT or Levy be amended by the Government, your premium will be amended by the insurer to reflect the change.
16. **Applicable Law.** This Terms of Business document is subject to English Law.