

WINTER & CO

INSURANCE BROKERS

Suite 201-203, Baltic Chambers, 50 Wellington Street, Glasgow, G2 6HJ

TERMS OF BUSINESS AGREEMENT

1. The Financial Conduct Authority

Winter & Co is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Registered Number is 304692.

You can verify our name, address and statutory status on the Financial Conduct Authority's website at www.fca.org.uk/register.

The Financial Conduct Authority telephone number is 0800 111 6768.

Our authorised and regulated business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general/commercial insurance contracts and when requested credit broking in relation to insurance instalment facilities.

2. Our Relationship

Our role is to advise you and make suitable recommendations after we have assessed your Insurance needs and requirements. It is then dependent upon you to make a decision on how you wish to proceed.

Where we are requested, we can offer an instalment facility via our sole provider. It is dependent upon you how you wish to proceed.

When selecting insurers to provide quotations we will base our selection on a fair analysis of the market, unless we tell you otherwise at the time our providing our quotation.

We have arrangements with some insurers whereby we are given what we consider are preferred terms and conditions for certain insurance products.

Where these arrangements exist we will advise you at the time of quoting since this may not represent a fair analysis of the market. In these circumstances you may request a list of the relevant insurance undertakings.

3. Financial Security of Insurers

Winter & Co, as Insurance intermediaries, does not in any circumstances guarantee or warrant the solvency of any Insurers.

4. Complaints Procedure

We aim to provide you with a high level of customer service at all times, but should you have cause to make a complaint it can be referred to:

Mr F Winter,
Winter & Co
Suite 201-203 Baltic Chambers
50 Wellington Street
Glasgow
G2 6HJ
Telephone: 0141-221-6700
E-mail: fredwinter@winterjackhigh.com

If you are not satisfied with our response you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). For further information about FOS and eligibility to refer a complaint to them you can visit the FOS website www.financial-ombudsman.org.uk

5. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available as follows:-

Contact details:

Telephone: 0800-678-1100 (Freephone) or 020-7741 4100

www.fscs.org.uk

6. Your responsibilities - Duty of Disclosure

Insurers must be presented with a fair and complete statement of the nature of any risk submitted to them. The omission of material facts in the presentation to insurers, whether intentional or accidental may lead to the insurers avoiding any insurance coverage arranged. A circumstance is material if it would influence the judgement of a prudent insurer in calculating the premium or assessing whether they would accept the risk. Accordingly, you must provide all the facts material within such submission and to update this information where relevant between initial enquiry and attachment of any cover and during the term of any policy. This applies, equally to new orders, adjustments, renewals, extensions of cover and endorsements.

For certain classes of business you may be required to complete a proposal form or questionnaire. We will be happy to provide guidance concerning the comprehension of such a document but we are not able to complete it on your behalf. You must satisfy yourself of the contents of the proposal form or questionnaire.

Please note that your obligation to provide material information to insurers is an overriding obligation. That Insurers do not request specific information within a proposal form or questionnaire does not mean that such information is not material. If you are in any doubt as to whether information is material you should disclose it.

7. Policy Documentation

The terms of conditions of insurance contracts arranged will be evidenced to you in writing. Please check these documents and advise us without delay if the terms of the coverage arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions as failure to comply, may invalidate coverage.

In relation to some types of insurance, claims may be made after the expiry date of a policy. It is therefore important that you retain such policies safely.

It is our current practice to retain client information for at least 6 years. After this period, the client information may be destroyed at our discretion without notice to you.

8. Premium Payment

Insurers require you to settle premium at or prior to inception of each policy or at the date of any invoice/debit note in relation to any adjustment premiums, unless otherwise agreed in writing. We accept no liability to pay premium to insurers unless we have received cleared funds.

Insurers may impose time limits within which premium has to be paid. It may be a condition or warranty of the policy that if payment is not made by a certain date, that cover will not continue or the insurers may be able to treat the contact as at an end. Insurers may also require that you pay a premium in relation to any time on risk. It is therefore very important that you meet all payment dates.

9. Client Money

Our financial arrangements with insurance companies are on a "risk transfer basis" which means we hold premiums and refunds due to clients on behalf of the insurer concerned. Such monies are deemed to be held by the insurers with which your insurance is arranged; you cannot be asked to pay again for example if we do not pay it to the insurer.

10. Brokerage and Commission

We are remunerated by way of brokerage or commission determined by insurers/installment providers and may make an administration charge for handling costs.

You will receive a quotation/invoice which will detail the premium to be paid and the amount of any taxes and charges in addition specified separately from the premium before your insurance arrangements are concluded.

Full payment of premium and charges is due before cover commences or as otherwise stated under terms of credit or in debit note, invoice or statement issued to you.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of handling your insurance business.

We do not earn income from insurers under volume based agreements.

11. Claims Notification

It is your duty to notify all claims and/or circumstances that may give rise to a claim

promptly and within the terms and conditions of any claims notification clauses/provisions of the policy of your insurance.

It is your responsibility to prove your loss. You will therefore be required to provide to insurers all documentation and information in order to substantiate any claim made under the policy.

We will provide you with assistance in submitting a claim and employ due care and skill if we act on your behalf in respect of a claim.

When claim payments have been received on your behalf they will be remitted to you promptly.

12. Confidentiality

We agree to keep any information obtained from you confidential, and only use it for the purposes of placing insurance, or as specifically agreed with yourselves. We may therefore have to pass it to insurers.

13. Intellectual Property Rights

You shall not acquire by reason of this Agreement or otherwise any right to or interest in any of our intellectual property rights.

14. Termination

You may terminate our authority to act on your behalf with 14 days notice or as otherwise agreed without penalty. 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 which will be completed according to these Terms of Business unless otherwise agreed in writing.

May we request that any relevant Certificate of Insurance documentation be returned to our office.

You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

The terms of your policy may allow insurers to retain the premium in full or to charge a short period premium in the event of cancellation before the Policy expires.

15. Data Protection

Both parties shall comply at all times with the Data Protection Act 1988 (the DPA) and any regulations made under the DPA and in particular

with the data protection principles set out in the DPA and with all relevant guidelines and guidance notes issued from time to time by the Information Commissioner as applicable to each of those parties.

Where personal data is supplied or disclosed by one party to the other, the other party will:

- (a) Ensure that such personal data is only used for purposes for which appropriate consent has been given by the data subject; and
- (b) Notify the disclosing party of any request it receives from data subject for subject access or changes to such personal data under the DPA or any correspondence with the Information Commissioner in relation to such personal data.

In administering your insurances and where applicable when arranging an insurance instalment facility it will be necessary for us to pass such information to insurers and other relevant service providers which may also provide us with compliance support.

Some of the details you may be asked to give us, such as information about offences or medial 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.

16. Credit Checks

Other firms involved in arranging your insurance (insurers or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information 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. If you have any questions about this or any other matter, please do not hesitate to contact us.

17. Conflicts of Interest

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 we will detail the steps we will take to ensure fair treatment.

Please sign and return one copy either in the Freepost envelope provided or send directly to:
F W Winter, Winter & Co, Suite 201-203, Baltic Chambers, 50 Wellington Street, Glasgow G2 6HJ

Agreed by:

Full Name: **Frederick W. Winter**

For and on behalf of: **Winter & Co.**

Signature: 

Title: **Winter & Co.**

For and on behalf of:

Full Name:

.....

Signature:

.....

Title:

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