

## TERMS OF BUSINESS

**Accepting our Terms of Business** By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us.

**Our status** We are authorised and regulated by the Financial Conduct Authority. We are authorised as an Insurance Intermediary to advise on, arrange and administer contracts of insurance. We do not underwrite your insurances. We are also authorised to act as Credit Brokers. You may check the scope of our permissions on the Financial Services Register by visiting, <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768. Our Firm Reference Number is: 304872. Our registered office address is: Romero House, 8 Airport West, Lancaster Way, Yeadon, Leeds LS19 7ZA, registered number: 03362483.

**Who do we act for** When we make a recommendation and give you advice we are acting as your agent, when we collect premiums or issue documentation, we are acting as agent of the insurer or finance provider.

**Ownership** Romero Insurance Brokers Ltd has no direct, or indirect, holding in any Insurer and no Insurer has any direct or indirect holding in Romero Insurance Brokers Ltd. Romero Insurance Brokers Ltd is 100% owned by working Directors.

**Level of Service and Products Offered** We offer insurances sourced from a wide range of insurers and products. Having assessed your needs we will make a personal recommendation on the basis of either:-

- a "fair analysis" of the market or, in other words, on the basis of an evaluation of a sufficiently large number of contracts available in the relevant sector or sectors of the insurance market to enable us to give advice or provide information to you on your insurances which is adequate to meet your needs; or
- an evaluation of a limited number of insurers (we will provide you with a list if this is the case, before cover is placed); or
- the terms offered by a single insurer (we will tell you if this is the case, before cover is placed).

Your specific circumstances will dictate which of these bases is the most appropriate for you. The approach which we adopt will be based on our knowledge of the market, the quality of an insurer's policy terms and claims service and the insurer's ability to provide definitive contract terms at inception of insurance. We will tell you in the pre-contract documentation which of these approaches we have adopted in placing or renewing your insurances. We will also tell you if we are contractually obliged to place any particular policies with one or more insurance undertakings. We will not obtain in the course of our normal duties quotations for your insurances from any unrated insurer unless we have written confirmation from you that this your instruction; this will then be referred to the Broking Director for permission to proceed.

**Your status** We only offer commercial insurance products and will therefore consider that you are a Commercial Customer transacting insurance with us wholly or predominantly for business purposes. If for any reason you do not believe this to be the case, please advise us accordingly and we will, if appropriate, amend the terms on which we do business with you.

**Important – duty of fair disclosure for commercial insurance customers** The Insurance Act 2015 imposes a duty on you to make "a fair presentation of the risk". To meet this duty you still need to disclose all material information to insurers that is known to you (or which ought to be known to you). Information is material if it would influence the judgment of a prudent insurer in establishing the premium or determining whether to underwrite the risk and, if so, on what terms. Material information does not necessarily have to actually increase the risk of the insurance under consideration.

Under the Act you will be deemed to know information if it is known to any individuals in either of the categories below:

- Anyone within your business in a senior management or decision making role, and
- Anyone responsible for arranging the insurances,

Furthermore, under the Act, you "ought to know" what should reasonably have been revealed by a reasonable search for information held internally or externally (including by any third parties to whom services are outsourced, including insurance agents). In order to be able to argue that you have satisfied the duty, should an insurer allege that you have not, in the future, you should do the following:

- Carefully consider who are the individuals who may fall into categories above, record this in writing and explain your reasoning;
- Make enquiries of those individuals as to whether they are aware of any material information (having explained to them what this means);
- Record the results of these enquiries in writing; and
- Consider whether any material information could be held anywhere other than with the individuals identified. If so, you will need to carry out a reasonable search. This could mean making enquiries of individuals or may in some circumstances mean having to carry out an electronic and/or physical search of records.

It is important to bear in mind that if material information is held by third parties such as accountants or lawyers, or internally by branch offices, even if it is not known to the individuals you have identified, it may need to be disclosed. Your enquiries must cover all relevant group companies, branch offices etc. and the relevant personnel within them. You must ensure you make a full written

record of the search made and the responses provided to ensure that you have evidence in the event of any claim being made. In completing an application for insurance, mid-term change to your insurance or renewal of insurance, the accuracy and completeness of all answers, statements and /or information is your responsibility and it is of paramount importance that all relevant information is provided and that it is accurate. If you become aware of any material information that you supplied before the contract of insurance is finalised is incorrect or has been omitted, you should inform us immediately. If you are unsure if information is material you should disclose it. Under the Act, in the event that there is a breach of duty to make a fair presentation of the risk, the remedies available to insurers will vary dependent on whether the breach is deliberate or reckless or otherwise. For deliberate or reckless breaches the insurer may avoid the contract, refuse all claims and retain the premium paid.

For other, non-fraudulent or non-reckless, breaches the remedy will depend on what the insurer would have done had a fair presentation of the risk been made. Here are the main examples.

- If the insurer would not have accepted the risk it can avoid the contract entirely, but must refund premiums paid.
- If the insurer would have accepted the risk on other terms, the contract is treated as if those terms applied.
- In the event that a higher premium would have been charged, any claims payments can be reduced proportionately. This provision is especially important because if insurers can show that they would have charged only a modest additional premium, the impact on a claim could be disproportionately large.

Please answer all questions on any proposal form fully and avoid answers such as "As last year", or "See survey".

**Payment for our services** We will normally receive a commission from insurers or product providers which is calculated as a percentage of the **annual** premium you pay. Instead of, or in addition to, being remunerated by commissions, we may charge you a fee for handling your insurances in respect of the following services:

- Arranging your insurances;
- Policy administration fees. We will normally charge a fee of £50 per policy

You will receive a quotation that will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

Following inception of your policy we reserve the right to charge additional fees in respect of the following activities performed on your instructions:

- Policy cancellation - £25
- Policy amendments - £25
- Issue of replacement or duplicate documents - £25

You will be advised in writing of the amount of any fees that are payable in these circumstances.

We may also receive additional payments from insurers which can be based on the profitability or volume of business placed with them over a specified period of time. This will be calculated as a percentage of the volume of business placed.

You may be able to spread your payments through a credit scheme with a third party finance provider or insurer. We will give you full information about your payment options when we discuss your insurance in detail. If you choose to pay for your insurances using a premium finance arrangement then we may be paid a commission by the finance provider which is calculated as a percentage of the amount of finance provided. We only offer third party credit facilities with Close Brothers Premium Finance and Premium Credit Ltd. Failure to make a payment or complete a credit agreement prior to, or at commencement or renewal may result in the non-commencement, non-renewal or cancellation of your policy. Failure to comply with payment terms of a premium finance arrangement may also have an adverse effect on your credit rating.

You are entitled, to request information about any income received in the placing of your business or the provision of credit facilities, prior to the conclusion of the contract. To the extent that it is not possible to provide a firm indication of our earnings, the firm will provide details for its calculation.

Invoices are payable in accordance with the terms set out on the invoice. If you have not entered into a premium finance arrangement, payment will normally be due within 15 days of invoice. We reserve the right to charge interest on overdue accounts at the current rate under the *Late Payment of Commercial Debts (Interest) Act 1998*.

**Handling client money** Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. If Risk Transfer does not apply, such monies will be held by us in a Non-Statutory Trust account pending payment.

The establishment of the Non-Statutory Trust Account follows the rules to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us.

**Cancellation of insurances** You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned. In the event of cancellation, charges for our services will apply (see

Payment for Services above). The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires.

Commission and fees earned are non-refundable. This entitles Romero Insurance Brokers Ltd to retain all commissions or fees in relation to policies and finance contracts placed through us even if the policy or finance contract is cancelled or transferred during the period of cover. Insurers may impose separate charges in respect of cancelling or transferring your contract of insurance within the period of a valid signed Long Term Agreement. We also draw your attention to the section headed 'Ending your relationship with us'.

**Complaints** We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact the Complaints Director at the address shown above, telephone 0113 281110. When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further information about the service can be obtained from the FOS on 0800 023 4567 or [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**Ending your relationship with us** Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business.

You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided. When you leave us we will no longer act on your behalf in respect of any claims that are unsettled at the date our relationship is terminated.

**Conflict of interests** Occasions can arise where we, or one of our associated companies 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.

**Credit and HM Treasury Sanctions List Checks** UK law requires us to check whether or not our customers appear on the Consolidated List of Sanctions Targets maintained by HM Treasury. Checks will be performed on the commencement of our business relationship with you and periodically whilst this relationship continues. Insurance and finance providers may complete a credit check before providing quotations or facilities; such checks may leave a footprint on your credit records. If you do not want this to happen you must tell us before we start to research insurance costs for you.

**Claims handling arrangements** You should take note of the required procedures in the event of a claim, which will be explained in the [confirmation of cover and policy](#) documentation. Generally, insurers require immediate notification of a claim or circumstances, which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

### **Governing Law**

In respect of Policies issued in England and Wales, these Terms and Conditions of Trading will be governed by, and construed in accordance with, the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales. In respect of policies issued in Scotland, these Terms and Conditions of Trading will be governed by, and construed in accordance with the Laws of Scotland and the parties submit to the exclusive jurisdiction of the courts of Scotland.

**Limit of Liability** 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 month prior to such claim arising.

We shall not be liable to you for any pure economic loss, loss of profit or loss of business, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (such as that listed above and howsoever caused) which arise out of or in connection with our services or this agreement. Nothing in this paragraph excludes or limits our liability for death or personal injury caused by our negligence, or for loss caused by or 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. Please note however that an additional charge and other terms may apply should we agree to amend this clause

**Solvency of Insurers** We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent depending upon eligibility under the FSCS compensation scheme.

**Financial Services Compensation Scheme** We are covered by the Financial Services Compensation Scheme. 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, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme (<http://www.fscs.org.uk>).

**Instructions-corporate customers** We will take instructions from any individual who purports to be authorised by you and we reasonably believe this to be the case. If you wish to restrict the individuals from whom we may take instruction then you must inform us in writing and we will act accordingly.

## PRIVACY AND DATA PROTECTION POLICY

This section provides you with information concerning our policies and practices for the collection and use of personal data. If you have any queries regarding this statement, please do not hesitate to contact us. Our contact details are provided below

**What data we collect & what do we do with it** In order to provide insurance advisory and credit broking services we will obtain personal information from you concerning your finances, circumstances, objectives and other relevant details. We will collect, store and process this information.

**Legal basis** We collect, control and process your personal information because this is necessary to provide you with information, answer any queries you may have and for the provision of our services to you and to comply with our regulatory obligations in respect of the provision of these services Contractual necessity is therefore the lawful basis for collecting, controlling and processing your personal details and those of your employees and service providers other than sensitive personal data for which we require individual consent. We do not normally request or process any sensitive personal data.

### Sensitive personal data:

Racial or ethnic origin	Political opinions	Religious or philosophical beliefs	Data concerning sex life or sexual orientation
Trade union membership	Genetic data	Biometric data	Data concerning health

We would discuss with you the need for the provision of sensitive data before you provide this information. The subsequent provision of sensitive personal data will be taken as consent to this processing. Where provision of sensitive data is required for underwriting purposes we do not need to obtain specific consent for processing, we may rely on the basis of necessity to contract. It is entirely up to you as to whether or not you choose to provide us with any personal information. If you choose not to, we simply may not be able to assist you.

**Sharing your data** In the course of our work with you we will share your personal data with product and service providers; we may also share you data with compliance monitoring & support organisations and regulatory bodies who are also 'Data Controllers' and registered with a supervisory authority in the EU unless otherwise indicated.

We also use external data processors that will hold information for the following purposes:

Secure file sharing	Data backup	Communications	Claims Management
Marketing	Record keeping	Regulatory compliance	Credit broking

Further details on the external Data Processors we use may found our website. <http://www.romeroinsurance.co.uk/about/privacy-policy> Otherwise we will not share your personal information with other companies without your express authority except if the firm is sold or where we are required to do so by law.

**Cross border transfer** Normally, all our data processing takes place within EU jurisdiction. Should any processor hold any data on our behalf outside of the EU we will take steps to ensure that it is held in a satisfactory jurisdiction. In the case of the US we will ensure that the EU-US Privacy Shield applies.

**Marketing** The information we collect about you is used solely for the purposes for which it was provided. Where we have collected information from you for marketing purposes we will inform you and specifically gain your consent.

If you wish withdraw any consent previously provided in respect of marketing, our contact details are below.

**Retention** We will keep your personal data throughout our business relationship. At the end of any contractual relationship we are required to continue to hold personal data under current legislation for varying periods and in some circumstances indefinitely. None of the General Insurance rules require indefinite retention, this is a pension transfer thing. We may also consider it necessary to keep data beyond these timescales in order to defend any future legal action. Where we no longer need regular access to your data we will transfer your data to a secure archive in order to avoid any unnecessary processing.

**Your rights** Under data protection law you have the right to ask us for a copy of the information we hold about you, and to have any inaccuracies corrected or removed. You may also ask us to delete or cease processing all personal data held by us or any processor with whom we have shared your data. We may not always be able to comply with a request for deletion, but you can ask us to cease processing your data.

In addition you have the right to be informed about the data we collect, where is located and with whom it is shared and the processing we undertake and to question any automated decision making processes.

To do this, or if you require more information please contact us, our contact details are below.

**Complaints** The UK Information Commissioner's Office (ICO) is our supervising authority where you can refer any complaints about data protection. You can contact the ICO at <https://ico.org.uk/> or by telephone on 0303 123 1113

**Contact** For any queries about data protection please contact:

Contact email	<a href="mailto:dataprotection@romeroinsurance.co.uk">dataprotection@romeroinsurance.co.uk</a>	Web	<a href="http://www.romeroinsurance.co.uk">www.romeroinsurance.co.uk</a>
Address	Romero House 8 Airport West Leeds LS19 7ZA		
Telephone	0113 281 8110		