

Terms of Business Agreement - Consumers

Bluefin Insurance Services Limited

Authorised and regulated by the Financial Services Authority No: 307899. Registered Office: 5 Old Broad Street, London, EC2N 1AD. Registered in England No: 00931954. Consumer Credit Act Licence No: 596197. Data Protection Act Registration No: Z5255391. Ministry of Justice Authorisation No: CRM3149.

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us and to insurers. Please contact us immediately if there is anything in this document that you do not understand or with which you disagree. Your receipt of this document constitutes your informed consent to its contents.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and or recorded.

Definitions

A Consumer means anyone acting outside their trade or profession in respect of the insurance cover requested or arranged. Reference to 'you' or "your" means you (and or your appointed agent whichever is the most appropriate party) and 'we' or 'us' or "our" means Bluefin Insurance Services Limited.

Who regulates us

We are authorised and regulated by the Financial Services Authority (FSA) an independent body that regulates the UK financial services industry. Our details may be confirmed on the FSA's Register www.fsa.gov.uk or by phoning the FSA, 0845 606 1234.

Our service

We are committed to providing you with quality advice, service and insurance products. As an intermediary and your agent we owe various duties to you. However, in certain circumstances we may act for and owe duties of care to other parties such as insurers who may authorise us to underwrite and settle claims on their behalf within a delegated authority. We will advise you if these circumstances occur so you will be aware of a possible conflict of interest.

Our permitted business activities are advising, arranging (bringing about) deals, making arrangements with a view to transactions, dealing as agent, assisting in the administration and performance of a contract and agreeing to carry on a regulated activity in respect of General Insurance contracts.

We may offer certain products from one provider only where this enables us to maximise value for our customers. We may also recommend preferred suppliers in situations where it is appropriate for our customers. For certain customers this may involve a panel of insurers. We will confirm prior to inception of cover if any of these circumstances apply to you. A list of insurers with which we may and do conduct business is available on request.

We will advise you and if applicable, make a personal recommendation after we have assessed your insurance needs. This will include the type of cover you require together with the costs involved. We undertake to explain the main features of the products and services that we offer to you as well as the basis on which we have provided information and or advice.

Upon receipt of your instructions we will place, amend or renew insurance cover on your behalf with insurers. We shall assume unless you confirm to the contrary in writing, you have authorised us to agree the terms and conditions of your insurance policy with insurers consistent with your instructions. We will advise you of any inability to place your insurance.

You are not to rely on any insurance policy you have instructed us to place on cover until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in place. Please note that you must comply with the terms and conditions of the insurance policy you purchase including any matters where the insurer makes cover subject to your compliance with conditions or with express or implied warranties. Failure to comply will entitle the insurer to cancel your insurance contract and risk a loss you suffer not being paid in part or in full. (Also see **Claims**).

Please note unless your policy confirms otherwise, the rights under your policy may only be pursued in an English court.

If resident in a country other than the UK

The law or regulations in your country of residence may take precedence over any relevant UK legislation. Therefore references in this document to the FSA or Financial Ombudsman Service or Financial Services Compensation Scheme and any rights or benefits thereunder may not apply. If you wish to clarify your position in this respect then we will discuss this on request.

Duty of disclosure

It is your responsibility to provide complete and accurate information to insurers and us prior to and when you purchase an insurance policy, throughout the life of the policy and when you renew that policy. **Failure on your part to immediately disclose information relevant to your insurance or any inaccuracies in the information given could result in your insurance cover being invalid or not fully operative.**

All statements and material facts disclosed on proposal forms, statements of fact, claims forms and other documents should be full, true and accurate. Material facts are those that would influence an insurer in deciding whether or not to accept a risk and the terms and conditions that would apply. Where forms are completed or partially completed on your behalf, you should check them for accuracy before signing. **If you are in any doubt as to whether a fact is relevant, you should disclose it and then ask for guidance.** Please note that this duty of disclosure applies to you and all persons who may benefit from the policy cover.

“Cooling off” period

You have the statutory right to cancel a policy within 14 days of its conclusion or inception or renewal or upon receipt of the policy documentation whichever is the later. You may without providing a reason, cancel the policy in accordance with its terms and conditions. Any policy documentation and in particular any legal document, i.e. a certificate of motor insurance, should be returned with your instruction to cancel. These cancellation rights do not apply to a short-term policy of less than one month's duration or to a policy for which the performance has been fully completed by both parties at your request before you exercise your right to cancel. If no premium has been paid then a time on risk premium inclusive of Insurance Premium Tax (IPT) including any relevant administration costs may be charged.

Notification of changes and alterations

Amendments to policies after inception may be arranged upon receipt of full details (see **Duty of disclosure**) and on return of the certificate of insurance (if applicable). Cover is subject to acceptance by insurers and payment of any additional premium required inclusive of IPT. A transaction charge payable to us may be added to any additional premium payable. (Also see **Our remuneration and transaction charges**).

Insurer security

Insurers are subject to FSA regulation and required to have adequate capital resources. We carry out regular checks on all insurance markets used but cannot guarantee the solvency of any individual insurer. Your liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent. An insolvent insurer may also be unable to meet a proportion or all of any claim made. Consequently we recommend whenever possible insuring with those firms with higher credit ratings. Should you be concerned or require further information regarding your insurer then we will discuss this with you on request.

Quotations

Quotations are valid until the date cover commences up to a maximum of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

Renewals

Renewals are invited on the basis that there have been no changes in the risk other than those specifically notified to us or your insurers (see **Duty of disclosure** and **Notification of changes and alterations**). You have the right to request a new policy document at renewal.

Documentation

It is your responsibility to read all documentation upon receipt and raise any query regarding it otherwise you risk a loss you suffer not being paid in part or in full. Documentation including your policy and certificate, if applicable will be issued to you upon receipt from insurers.

You must check all documentation issued to you to ensure the details are correct and the insurance cover provided meets your requirements. We will arrange insurance cover according to your instructions but only you can identify if it does not meet your intentions. If you are uncertain as to any meaning or have any concerns in respect of the insurance cover or if errors are discovered in the documentation then you must notify us immediately.

Payment of the premium

We must receive your payment, unless it is made by you directly to your insurer, by cheque, credit or debit card or be in receipt of a completed Direct Debit Mandate (with deposit where requested) drawn on a bank or building society or UK financial institution account in the policyholder's name and before cover commences unless we agree otherwise in writing. We do not accept cash payment in any currency or payment by postal order but a bankers' draft or building society cheque is acceptable if it shows the policyholder's name as account holder. A charge may apply to payments made by credit card and this will be confirmed to you in writing at the time of incepting or renewing your insurance. If we agree to accept payment from someone other than the policyholder then this may risk the enforceability of the policy.

We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover or any other prejudicial steps taken as a result of late payment substantially attributable to you. If we decide to retain certain documents whilst awaiting full payment of premium, fees or administration charges we shall provide details of your insurance cover and any information or documents required by law.

We shall be entitled (but not obliged) without providing notice to you to set off any amounts due to us from you, against any amounts which we may receive on your behalf (i.e. claims moneys, refunded premiums and other sums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the cancellation or lapsing of your policy.

Transferred business

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

Short period and cancelled policies

(Also see **“Cooling off” period**)

If you wish to cancel your policy then you will need to return the policy document and current certificate of insurance (if applicable) and confirm your cancellation instructions. **Subject to the cancellation terms of your policy, a refund of premium may be available.** Details of applicable cancellation terms and charges will be found in your policy documents. Our commission and where appropriate, fees are fully earned from the date insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy.

Claims

We will assist you with advice when you make a claim under your policy but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and or completing required forms will risk a loss you suffer not being paid in part or in full.

You must not under any circumstance admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you will risk your claim not being met in part or in full. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to us or to your insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with policy terms and conditions may invalidate cover.

We will remit claim payments received on your behalf, to you as soon as practicable after confirmation of receipt of cleared funds in our bank account. In the event that an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts. Where we have a delegated authority from an insurer to settle your claim on their behalf we shall make you aware of this on notification of the claim and obtain your informed consent to proceed. We reserve the right to charge for our claims service if you request this to extend beyond our appointment to your policy and this will be confirmed in writing before you incur any charge.

Our remuneration and transaction charges

We are usually remunerated by commission from your insurer. You may also pay a fee, in some cases this will be partly or wholly in lieu of commission, in that event this will be confirmed in writing to you at the time of incepting or renewing your insurance.

Some insurers may make additional payments to us reflecting the aggregate income and or profitability of our account with them and or in respect of work we undertake on their behalf. We may also receive payment from other firms where non-insurance products or services are supplied to you. However it is our policy to place business with an insurer solely upon the principle of putting the customer's interests first.

We may also make individual charges up to £50 to cover the administration of your insurances e.g. arranging a new policy, mid-term adjustments, short period or mid-term cancellations, renewals, replacement or duplicate documents, document fee and such other amounts that are confirmed in writing to you at the time of incepting or renewing your insurance.

Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and or agreed fees in respect of the full policy period including where you appoint another intermediary in our place during the currency of the policy or where a policy is cancelled after inception or renewal. (Also see **Short period and cancelled policies**).

Client and insurer money

When we receive premium payments from you or claim payments or premium refunds from your insurer we hold these either on your behalf or on behalf of your insurer(s) as determined by the Terms of Business Agreement we have in place with each insurer.

Money held on your behalf is Client Money and is held in a Non-Statutory Trust bank account in accordance with the FSA Client Money rules. A copy of these rules is available at the FSA website www.fsa.gov.uk. The fact that we hold money on trust gives rise to fiduciary duties, which remain until your money reaches the insurer or another firm which has permission to hold moneys at the insurer's risk.

We are entitled to use Client Money held on behalf of one customer to pay another customer's premium before the premium is received from that other customer and to pay premium refunds before we receive payment from the insurer. However, we are not entitled to use Client Money to take our commission before we receive the relevant premium payment from the customer.

We may transfer Client Money to another broker or settlement agent for the purpose of effecting a transaction on your behalf. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and in the event of a business failure of that broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker in the UK. Please notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

Money held on behalf of your insurer is where your insurer has previously agreed that when we receive premium payment from you it is held by us on their behalf as their agent. This protects you against the risk of our insolvency as the money is deemed to have been immediately received by your insurer. However, the insurer will not have fulfilled their obligation to pay a claim or premium refund to you until we pay those moneys to you. Equally, once we have received a premium payment from you, we shall be unable to refund that premium to you without the insurer's consent.

We hold both insurer and Client Money in the same Non-Statutory Trust bank account and in respect of insurer money insurers have previously agreed that any claim by you on moneys that are Client Money will come before their claim. Under the terms of a Non-Statutory Trust bank account, general creditors are not able to make claims on Client Money. Interest earned on Client and insurer money held by us is retained by us.

Unless we receive your written instruction to the contrary, we shall treat receipt of payment from you and of any claim payment and or refund of premium which fall due to you, as being within your informed consent to the payment of those moneys into the Non-Statutory Trust bank account.

Our liability to you

Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurance cover as acceptance of the limitation of our liability to you and to any other person with an interest in your insurance cover, as follows;

Except in respect of any claim: -

- resulting from our fraudulent act; or
- resulting from a breach by us of the FSA's rules or Principles of Business; or
- in relation to any liability for death or personal injury resulting from our negligence; or
- in relation to any other liability which cannot lawfully be excluded or limited

our liability to you (whether in contract, tort (including, without limitation, negligence) or otherwise) shall be limited to £10,000,000 in respect of any and all insurance mediation activities undertaken by us on your behalf over any 12-month period.

This Agreement contains all obligations owed by us to you. Our liability shall be strictly limited to direct liability in contract. We expressly exclude any liability for indirect or consequential loss howsoever arising and any and all liability in tort save in relation to liability for our negligent acts causing personal injury or death or other liability expressly reserved by statute.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the FSCS if we cannot meet our obligations. Full details and further information on the scheme are available at www.fscs.org.uk.

Ownership and control

We are an independently authorised firm ultimately controlled by AXA UK Plc through our parent, Bluefin Insurance Group Limited.

Confidentiality and security

We will ensure that any information obtained from you is treated as private and confidential by us. These Terms of Business assume that any information you supply to us on behalf of a third party is done so with their permission.

We will not take instructions on your insurance arrangements from anyone else unless we have your prior written permission. We will also not provide information you supply to anyone else unless we have your prior written permission to do so or are required by a regulatory body, by law or are required to do so in the normal course of arranging your insurance or in connection with claims matters or other services we may provide to you.

We may from time-to-time, provide you with marketing information on other products we supply and or pass your address details to other suppliers of products or services of whom we approve. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat issue of this Terms of Business as evidence of your informed consent.

We take appropriate steps to ensure the security of any money, documents, other property or information handled or held on your behalf. It is our policy to retain records for insurance cover effected on your behalf for a minimum of 3 years after expiry and otherwise as required by regulation or law.

All information in any form, with the exception of policy documents and certificates issued on behalf of insurers, supplied by us to you must be treated as strictly private and confidential and not be released directly or indirectly to any other party, without our explicit, written consent.

Termination of our authority to act on your behalf

You or we may terminate our authority to act on your behalf by providing at least 14 days notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you and which will be completed according to these Terms of Business unless we agree otherwise in writing.

You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and or fees payable in relation to insurance cover placed by us prior to the date of written termination of our authority to act on your behalf.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

Assignment

We are entitled to assign the benefit of these Terms of Business (but not the burdens as set out in these Terms of Business) to any other company within the group of companies of which we are part but then only for so long as such company remains a member of such group.

We are entitled to transfer Client Moneys to an identical bank account held in the name of any other company within the group of companies of which we are a part but then only for so long as such company remains a member of such group.

Law and jurisdiction

These Terms of Business which form our agreement with you shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree in writing with you otherwise.

Rights of Third Parties

Unless otherwise agreed between us in writing no provision of this Terms of Business is enforceable under the Contracts (Rights of Third parties) Act 1999 by any person other than you or us.

Complaint procedure - Consumers

Bluefin Insurance Services Limited

If you feel dissatisfied with the service you have received

We will always endeavour to provide you with a high level of customer service. It is important that we listen to customers' feedback as this enables us to improve our standards of service for the future. If you have a concern then please let us know as soon as possible in order that we can try to put things right.

This procedure outlines the process we will use to promptly and fairly deal with any issue you raise. Providing you with a copy of the procedure at the time of the complaint and before we have had an opportunity to carry out an investigation does not infer any liability on our part.

Please note that we record and monitor all complaints centrally to ensure the matter is dealt with properly and that action is taken to avoid a similar problem arising in the future.

What to do next

You may register your complaint with the Manager or Customer Service Manager if applicable, of the office you usually deal with by email, in writing, by telephone or in person but whichever method of communication you choose we will give each the same level of importance.

Or, alternatively you may refer the matter to –

email: insurance.complaints@bluefingroup.co.uk

post: Complaints Officer
Bluefin Insurance Services Limited
35 Parliament Street
Harrogate
HG1 2RE

Tel: 01423 724700

Fax: 01423 724739

What we need to know

We need you to help us by summarising the problem, policies affected and the resolution you expect. Please ensure whenever possible that you quote any customer reference number together with the identity of our member of staff and office address.

What we will do

Our complaint investigation will follow the FSA rules and guidelines. The minimum standard you should expect from us is as follows: -

1. If we are unable to resolve your complaint by close of business on the next working day an acknowledgement will be sent no later than 5 working days after receiving your complaint. This will confirm who is dealing with the matter, their job title and when you may expect their response.
2. Before or at the 4-week anniversary of receipt of your complaint, we will confirm in writing that we:
 - accept the complaint and offer redress where appropriate or
 - have so far been unable to resolve the complaint, provide the reason for this and confirm when next you might expect our further response
 - or
 - reject the complaint and give a full explanation of our reasons.
3. Before or at the 8-week anniversary of receipt of your complaint, we will provide you with our final decision or an update pending our final decision.

If you remain dissatisfied

You will be an eligible complainant within the rules of the Financial Ombudsman Service (FOS). Should you remain dissatisfied with our final decision or more than 8 weeks have passed since receipt of your complaint then if you wish, you may contact the FOS. We will supply their contact details to you at that point.

Nothing contained within this Complaint Procedure prejudices a right you may have to take legal proceedings.