

TERMS OF BUSINESS

Eric Rawlins & Co Ltd

Ravenscliffe, First Avenue, Porthill, Newcastle-under-Lyme, Staffs, ST5 8QX

Authorised and Regulated by the Financial Conduct Authority
Firm Reference Number 311460

Explanation of Service

We are independent insurance brokers and arrange a wide range of insurance products and act as intermediaries for our clients and as agents for the Insurers. We are not tied to any one Insurer. Occasionally we will provide cover via another insurance intermediary, i.e. to obtain special facilities or schemes for certain trades. We also gain access to the Lloyds market via Lloyd's brokers. If we believe that our clients will benefit by using a specific Insurer or scheme this will be offered instead of alternative quotations from different Insurers. The contracts we offer have been selected on a fair analysis of the market. However, we only deal with the following providers for these products:-

Uninsured Loss Recovery	Motor Legal Protection
Motorplus	GAP Insurance

The use of the above single providers is not a contractual obligation.

Your Statutory Rights

Our regulatory status can be checked on The Financial Conduct Authority register or website <http://www.fca.org.gov.uk/register> or by contacting the FCA on 0800 1116768. Should we go out of business and are not able to pay any claims made against us, you may be able to obtain compensation from the Financial Services Compensation Scheme. Insurance advising and arranging is covered for 90% of the claim with no upper limit. Compulsory Insurance remains the same at 100% with no upper limit.

Financial Strength of Insurers

We do not guarantee the Solvency of Insurance Companies. However, if one were to become insolvent you may be able to apply to the Financial Services Compensation Scheme for compensation. We will take account of any information known to us when placing your business.

Insurance Act 2015 – Commercial Clients

You are required under the above legislation to make a 'fair presentation of the risk' by disclosing all material facts and circumstances to Insurers in a clear, accessible and accurate manner. Information should be gained from your senior management team and should be sufficient to put a prudent Insurer on notice to make further enquiries to reveal those material circumstances. Failure to do so may result in proportionate remedies being applied or if the failure was reckless or deliberate, then claims may not be paid.

All answers either verbal or in a document are your responsibility and you should always check the accuracy of any information given. Documents including notices / endorsements issued must be read and understood by you. If you need any assistance or explanation you should contact us for advice.

Consumer Insurance (Disclosure and Representations) Act – Consumer Clients

You are required under the above legislation to take reasonable care to answer all questions honestly and to the best of your knowledge. If you do not then your insurance may become fully or partially invalid or cancelled.

Payment of Premiums/Charges

Premiums must be paid by renewal date unless agreed otherwise. Failure to do so can invalidate a claim. Instalments are available by various providers at their published rate.

Renewal premiums and mid term adjustments may be subject to administration charges up to £50.00. We return commission to Insurers when return premiums are generated. We may deduct commission from the rebate allowed to you.

Looking after your Money

The FCA has authorised us to hold your money in a Non-Statutory Trust Account and this needs your informed consent. The permission imposes additional requirements upon our capital and systems for your protection. Our bankers are Royal Bank of Scotland. Your consent to this arrangement will be assumed unless you withdraw it. This form of trust may be used to hold both consumer and commercial client money in the same account. We sometimes act as an agent of the insurer for the collection of premiums and premium refunds. This means that premiums collected and premium refunds are treated as insurer money when in our client account.

Disclosure of Commission/Fees (Commercial Clients)

Prior to conclusion of the contract, or at renewal, you are entitled to be advised of the commission we receive from insurers. In certain circumstances we will charge a fee in lieu of or in addition to the commission we receive. We will disclose this and agree this in advance with you.

Claims

If you need to make a claim please contact us without delay and we will advise you of the procedures to be taken. In some circumstances claims may be reportable direct to helpline numbers shown in your documentation.

Listening to our Clients – Complaints

If you wish to make a complaint please notify us through your usual point of contact, the Company Secretary or a Director. We will acknowledge your complaint within 3 working days, issue the Financial Ombudsman Service Leaflet and try to resolve your complaint as soon as possible. In the event the complaint cannot be resolved we will advise you and confirm your rights at this stage to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service address is Exchange Tower, London E14 9SR. Telephone number 02079641000

Other Taxes and Costs

Other taxes or costs may exist in relation to products and services offered which are not paid through or imposed by us.

Credit Consent

To make sure you get the best offers from insurers, now or at any renewal and to protect you from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Your consent is assumed unless you withdraw it.

Privacy Notice

Please see our website for full details of our policy on privacy www.rawlinsinsurance.co.uk.

Governing Law

This agreement is governed by the laws of England and Wales. Any dispute arising will be subject to exclusive jurisdiction of English Courts.