

Terms of Business – Consumer Customers

This agreement is intended for 'Consumer' (retail) customers rather than 'Commercial' customers; Consumer customers are those that are purchasing cover other than for / within their trade, business or profession. If you are not a Consumer customer, ask us for our Commercial Terms of Business Agreement.

Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information with great care. By asking us to quote for arrange or handle your insurances; you are providing your informed agreement to these Terms of Business. If you do not agree to any part of the information, please write to us.

Who regulates us?

Coverwell Financial Solutions Limited is an appointed representative of James Hallam Limited, which is authorised and regulated by the Financial Conduct Authority (FCA). Our firm's registration number is 509958 and these details may be confirmed on the Financial Services Register at www.fca.gov.uk or by calling 0800 111 6768.

Our permitted business is introducing, advising, arranging, dealing as agent, and assisting in the administration and performance of general insurance contracts, and credit broking in relation to insurance instalment facilities.

Our Service

We act as an intermediary, not an insurer.

We are committed to providing you with a quality service. We only select from insurance products in which we have confidence to meet the needs of our clients.

As a broker, we will usually act on your behalf when arranging your insurances, when helping you make changes to your policy or when you review your insurance. In relation to AmTrust insurance products we also act as an agent of the insurer in binding the insurer to contract

If you mislay your policy at any time, we will arrange a replacement policy document, if you request it. As your agent and unless we hear from you otherwise: We will assist in arrangement and administration of your insurances (and on-going changes) including

agreeing the terms and conditions of your insurance policy with insurers consistent with your instructions Upon receipt of your instruction we will place or amend insurance cover on your behalf with insurers We will advise you of any inability to place your insurance

We will assist you if you need to make a claim, or where we outsource claims handling facilities to give you an enhanced service.

You should not 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.

We are NOT Providing Advice to you

It is important to note that we are not providing you with advice as to the suitability or otherwise of the AmTrust insurance products to your particular needs. We will provide you with as much information as reasonably possible so that you can make your own informed decision. Therefore, no advice nor personal recommendation is being made or implied.

Law and Jurisdiction

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

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

If you are domiciled in a country other than the UK, the law or regulations in your country of domicile may take precedence over any relevant UK legislation. Therefore, references in this document to the FCA or Financial Ombudsman Service (FOS) and any rights or benefits there under may not apply.



Your Duty To Take Reasonable Care Not To Make a Misrepresentation

Under the Consumer Insurance (Disclosure and Representations) Act 2012 you have a Duty to take reasonable care not to make a misrepresentation.

In arranging insurance cover and in setting the terms and premium, insurers rely on the information you have given us. You must take care when answering any questions, we or the Insurers ask by ensuring that all information provided is accurate and complete.

If it is established that you deliberately or recklessly provided false or misleading information your policy

will be treated as if it never existed and all claims declined. If you carelessly provided false or misleading information, it could adversely affect your policy and any claim. For example:

- Your policy would be treated as if it had never existed and all claims refused, and the premium paid would be returned. This will only happen if you are provided with insurance cover that would not otherwise have been offered.
- Insurers may amend the terms of your insurance. Amended terms may be applied as if these amended terms were already in place if a claim has been adversely impacted by your carelessness
- Insurers may reduce the amount paid on a claim in the proportion the premium you have paid bears to the premium they would have charged you;

FAILURE TO ANSWER QUESTIONS HONESTLY AND REASONABLY WHEN ASKED MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.

All statements and information disclosed verbally on line and on proposal forms, statements of fact, claim forms, declarations and other documents should be full, true and accurate. 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 material, you should disclose it.

Notification of Changes and Alterations

Please notify us immediately in the event of any change in your circumstances, which are detailed in your proposal form statement of fact or policy schedule.

We would also refer you to the sections titled **Your Duty To Take Reasonable Care Not To Make a Misrepresentation** which detail your duties to provide complete and accurate up to date information in response to questions you may be asked.

Amendments to policies after inception may be arranged upon receipt of your instructions with full details. Cover is subject to acceptance by insurers and the payment of any additional premium required, if applicable.

Insurer Security

Insurers are subject to FCA regulation and are 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. An insolvent insurer may also be unable to meet a proportion or all of any claim made. Consequently, we recommend wherever possible insuring with those firms with higher credit ratings.

Should you be concerned or require any 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.

Documentation

Documentation including your policy schedule and certificate (if applicable) will be issued to you in a timely manner.

It is your responsibility to read all documentation upon receipt to ensure that all details are correct and that the cover provided meets with your requirements.

We will arrange cover according to your instructions but only you can identify if it does not meet your intentions.

Any query regarding the accuracy of the information shown or any uncertainty over the content should be raised with us immediately.

Incorrect information may invalidate your policy cover completely or mean that in the event of a claim all or part of it may not be paid.

Payment of Premium

Premiums must be paid exclusively by Direct Debit

We have no obligation to fund any premium, 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 or non-payment of any direct debit which is substantially attributable to you.

Non-payment of a premium or default on a credit agreement may result in the cancellation of your policy.

Cancellation

You may cancel the policy within the 14 day cooling off period and subject to not having made a claim you will be entitled to a full refund of any premium paid. If you wish to cancel the policy at any other time, please notify us in writing giving 30 days' notice. Cover will terminate at the end of the period that has already been paid and no refund of premium will be made.

We also reserve the right to cancel this agreement at any time. In any event, we will provide you with at least 7 days' notice in this regard to enable you to make alternative arrangements. Valid reasons may include non-payment of premium or fees, failure to provide requested documentation or information, deliberate failure to comply with terms set out within this

Agreement or insurer's documentation, or deliberate misrepresentation or non-disclosure or attempted fraud. **We will notify you of any such termination in writing together with an explanation for our decision if appropriate.**

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 or being paid in part only.

We will remit claims 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. 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.

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 benefits 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.

Our Remuneration

We are remunerated solely by commission paid to us from your insurer, which is derived from the premiums paid. We do not charge any fee for our service.

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

Our remuneration in respect of any policy shall be due on the date of the monthly payment of your premium.

Client and Insurer Money

Your premiums are paid direct to Trent Services who will operate a bank account on behalf of your insurer when collecting premiums and handling refunds. Such

premiums are therefore deemed to be held with the insurer with whom your insurance has been arranged.

Your money will be protected at all times because of the requirements of FCA rules. Trent Services also reserve the right to retain interest earned on this account.

By accepting these Terms of Insurance Business document, you are giving your consent for us to operate in this way.



Confidentiality and Data Protection

In our dealings with you, we will comply at all times with all applicable Data Protection Legislation (including, as appropriate, the Data Protection Act 2018, the General Data Protection Regulation, any relevant secondary legislation, and any amendments or replacements to any of these).

We implement generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. We will notify you promptly in the event of any breach of your personal data which might expose you to serious risk. You have the following rights in respect of your personal data held by us:

- (a) to access any personal data which we hold on you.
This may be obtained by writing to one of our Data Protection Officers (details as shown below). Where permitted under Data Protection Legislation, a nominal charge may apply for providing the information;
- (b) to be provided with information about how your personal data is processed (this information is set out in these Terms of Business);
- (c) to have your personal data corrected where necessary (you should contact us promptly if you become aware of any incorrect or out-of-date information);
- (d) to have your personal data erased in certain circumstances (please refer to the appropriate data protection legislation or consult the Information Commissioner's Office for details);
- (e) to object to or restrict how your personal data is processed;
- (f) to have your personal data transferred to you or to another business.

You also have the right to take any complaints about how we process your personal data to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF
<https://ico.org.uk/concerns/> 0303 123 1113.

For more details, please address any questions, comments and requests regarding our data

processing practices to one of our Data Protection Officer namely: Andy Hearn, at Coverwell Financial Solutions, 5 Lloyd's Avenue, London, EC3N 3AE

We may collect, use and store your personal data where necessary in order to:

- (a) perform any contract to which you are party or in order to take steps at your request prior to entering into a contract - in particular, we will use the information we hold about you, and may disclose some or all of it to other parties, for the purposes of arranging, placing and administering your insurance. These other parties may include the FCA for compliance matters; insurance companies and other agents for underwriting and claims purposes and credit agencies for premium collections identity checks and anti-fraud protection;
- (b) exercise our legitimate business interests as an independent insurance broker (e.g. phone calls may be monitored and recorded in the interests of security and staff training);
- (c) carry out other functions with your consent (which you may amend or withdraw at any time by notifying us);

(d) comply with our legal obligations.

We may in addition use your information for communicating with you about our insurance products and services (and similar products or services provided by us). Communication with you in this regard may include mail SMS text, telephone or email. If you do not want us to use your information in this way please notify us promptly in writing to that effect or use the unsubscribe option as set out in each communication.

We will never sell your personal data or, except as mentioned above, make it available to any third parties without your prior consent (which you are free to amend or withhold) except where required to do so by law or in the event that we sell any part of our business or assets (in which case we may disclose your personal data confidentially to the prospective buyer as appropriate in accordance with our legitimate interests in that respect).

Notwithstanding the above, all information about you of a sensitive nature (as defined in the Data Protection Legislation) will be treated as strictly private and confidential (even when you are no longer a customer) and we will not use or disclose it except either with your explicit consent or where we are required to do so for legal or regulatory purposes and/or permitted to do so by the Data Protection Legislation.

Complaints

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact Andrew Hall at James Hallam Ltd, Queen of the South Arena, Lochfield Road, Dumfries, DG2 9BA or email complaints@jameshallam.co.uk. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service (FOS).

You will be able to do this if you are a private individual. Whether you are so entitled will not affect the promptness and fairness with which we will strive to resolve any complaints. You can contact the FOS by telephone on 0800 023 4567 and further information is available at www.financial-ombudsman.org.uk. If you do decide to refer any matter to the FOS, your legal rights will not be affected. (If your complaint cannot be resolved immediately, you may be required to put this in writing for us to investigate further).

A full copy of our complaints procedure is available on request.

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.

Financial Crime

As an FCA regulated company, we work within its regulatory framework designed to prevent financial crime – such as financial sanctions, money laundering, fraud or bribery and corruption. We may need to seek additional information from you to ensure compliance with these obligations.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business, the size of your business and the circumstances of the claim. Insurance advising and arranging is covered for:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting www.fscs.org.uk/.

Ref: Consumer TOBA 10.1 – FEB 2020