

**These Terms of Business shall be governed by the Laws of England and Wales unless you are based in Scotland in which case the Law of Scotland shall apply.**

#### The Regulator

**GSI Commercial Services LLP** also trading as **Brookhurst Risk Solutions**, 63, Riverside 3, Sir Thomas Longley Road, Medway City Estate, Strood, Rochester, Kent ME2 4BH is authorised and regulated by the Financial Conduct Authority. Our Firms Reference Number (FRN) is 301055. You can check this on the FCA Register by visiting [www.fca.org.uk](http://www.fca.org.uk) or by telephoning the FCA on 0800 111 6768.

#### Our Service

We offer a wide range of insurance products from across the marketplace. For some types of insurance we deal predominantly with a single or limited number of Insurers, which we have selected as offering value for money and quality service. We will give you details of these arrangements before you make any commitment on any product we offer you. A list of the Insurers used is available upon request.

We will explain the main features and benefits of the products and services we offer including details of the provider, limits of cover, unusual or restrictive terms and conditions and the period of cover. Ordinarily, quotations are valid for 30 days. We will make a recommendation to you after we have assessed your needs, or advise you if we are unable to place your insurance.

#### Consumer Credit Licence

We are authorised and regulated by the Financial Conduct Authority in respect of our current Consumer Credit Licence.

#### Terms of Payment

Unless agreed otherwise, full payment is due before inception; prior to renewal; on or before the date of any mid-term alteration. We normally accept payment by cheque (payable to GSI Commercial Services LLP), debit or credit card or by premium finance. If you choose to pay by premium finance, please read carefully the pre-contract explanations and information regarding the cost of credit. Together they provide important information in relation to the credit facility available from the finance provider. In particular, you must be resident in the UK, aged 18 years or over and hold a bank account capable of supporting direct debit payments. Credit is available subject to status. When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you: unless you advise us to the contrary, cover will be renewed automatically.

If payment is not received from you, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed and may be contractually obliged by the finance provider to notify your insurer to cancel the policy. Where we are not contractually obliged to do so by the finance provider, and you do not make other arrangements to pay the outstanding insurance premiums you acknowledge that we may, at any time after being informed of non-payment under the credit agreement, instruct the relevant insurer to cancel the insurance and to collect any refund of premiums and use these to offset the amount levied by the finance provider. If this amount is not sufficient to cover all our costs we reserve the right to pursue any additional debt owed to us through due legal process. Any additional charges or costs incurred including those of the agency and any associated Court costs will be added to the debt.

#### Remuneration

As insurance brokers our remuneration may be derived from a fee agreed with you or from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover. We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers, claims management services and others. Please ask us should you require further information. Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use either Premium Credit or Close Brothers. We may receive a commission for introducing you to them. We will advise you if the existence or amount of commission could affect our impartiality when recommending a particular product. We only take our commission once we receive your payment and prior to payment of the premium to the insurer.

#### Charges

In addition to the amount charged by insurers we may make the following charges to cover the administration of your insurance. These fees are non-refundable and are subject to change. The amount of any fee will be notified to you before you commit to purchasing the product.

|                      | Consumer | Commercial Customer |
|----------------------|----------|---------------------|
| New Business         | £25      | £25                 |
| Renewal              | £25      | £25                 |
| Mid Term Adjustments | £15      | £15                 |
| Cancellation         | £25      | £25                 |
| Unpaid Cheques       | £20      | £20                 |

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding 40% of the premium, and will advise you of the actual amount at the time of quotation or renewal. Any applicable insurance premium tax will be shown on the documentation we provide to you. Other taxes, costs, or both, may apply which are not paid through, or imposed by us.

#### Client Money

Any payment we receive from you will be held by us to pay insurers on our behalf, in a Non Statutory Trust Client Money Bank Account held with Barclays. In some cases, by virtue of agreements we hold with Insurers, the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. Refunds of premiums are treated as received by you when they are paid over to you. This is known as Risk Transfer. By operating a Non Statutory Trust we are permitted to, and may use, such monies to cross-fund clients' premiums and claims. We settle premiums to Insurers after deduction of our commission and in accordance with the terms of our Agreements with those Insurers but we will not withdraw our commission until we have received the premium from you. We maintain systems and controls to ensure that we monitor and manage client money transactions and any credit risk arising from the operation of the trust arrangement. No interest will be payable to customers in respect of the client account; any interest earned will be retained by us. We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding.

#### Your Duty to Take Reasonable Care

Please take reasonable care to answer all questions honestly and to the best of your knowledge when you take out an insurance policy, throughout the life of the policy and when you renew your insurance. It is important to ensure that all statements you make on a proposal form or statement of fact, claim form and any

other documents are full and accurate. You should keep a copy of all correspondence in relation to your insurance. If a form is completed on your behalf, you should check that the answers given to any questions are true and accurate before signing the document. **By signing the document you acknowledge that the information contained therein is fully accurate and complete.** Careless misrepresentation could invalidate your insurance cover and result in a claim not being paid, the contract being made void or additional terms being applied to the contract of insurance. In the event of deliberate or reckless misrepresentation Insurers may avoid the contract completely, refuse all claims and need not return any of the premiums, except to the extent that it would be unfair not to do so. Any renewal of insurance will be made in reliance upon the information provided by you in connection with your previous insurance policy – we will assume that such information remains correct unless advised otherwise.

For **commercial** clients (those acting for purposes relating to a profession, trade, or business) failure to disclose a material fact may affect your cover or invalidate a claim. If you are in any doubt whether information is material, you should disclose it.

#### Solvency of Insurers

We subscribe to Standard & Poor's rating service and monitor the solvency of the Insurers we use, but 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, should an Insurer become insolvent.

#### Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. Should you wish to make a complaint you may do so:

- In writing to David Bramley-Harker
- By telephone on 01634 727766
- By Fax on 01634 726647
- By email to [commercial@thegsigroup.co.uk](mailto:commercial@thegsigroup.co.uk)
- In person at our office address

Should you remain dissatisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further details will be supplied at the time we respond to your complaint. Information about the FOS is available at [www.fos.org.uk](http://www.fos.org.uk) or by telephone to 0800 023 4567

#### The Financial Services Compensation Scheme (FSCS)

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 upon the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephone to 0207 741 4100

#### Financial Crime

UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the National Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees to be influenced, or influence others, in respect of undue payments or privileges from or to insurers or clients.

#### Cancellation

Your policy document details any cancellation rights, known as a "cooling-off" period. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. If you cancel your policy within this period and the terms of the policy allow, you may receive a refund of your premium. Usually, the Insurer will make a charge for the time the policy was 'on risk' however, in some instances a full years premium will be payable and there will be no refund. We may also apply an administration charge for cancelling your policy (see **Charges**). You will need to return the insurance certificate and any other official documents within 14 days together with your written instructions to cancel the policy.

#### Refunds

Where a policy is cancelled mid-term, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit. Where you cancel your policy **after** the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled. The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned. For certain commercial insurance policies – known as "minimum and deposit" no refund will be paid if the policy is cancelled during the term. In view of the cost involved in making changes to your policy, we will not issue refunds of less than **£25**

#### Confidentiality and Data Protection

We are registered under the Data Protection Act 1998 and undertake to comply with the Act in all our dealings with your personal data. All information about you of a sensitive nature will be treated as private and confidential. Information we hold about you may, however, be used in the normal course of arranging, placing and administering your insurance. This may involve passing information about you to the Financial Conduct Authority, Insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance. To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including credit reference agencies and other organisations. We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan. From time to time, we may use information we hold about you to provide you with information about other products or services, which we offer from within the GSI Group of companies that may be of interest to you. Please notify us promptly if you do not wish your details to be used in this way. If you do not wish to receive marketing information from us please write to us at our registered address. For training and monitoring purposes telephone calls may be recorded.

These Terms supersede all prior arrangements between us relating to our appointment as your agent in connection with the arranging and administration of your insurance and constitute an offer by us to act on your behalf in the arranging and administration of your insurance. If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. **In the absence of any other specific instructions from you, by conducting business with us you are indicating your acceptance of the above terms and conditions.**