



TRAFALGAR RISK MANAGEMENT

## Terms of Business Agreement

The following Terms of Business Agreement sets out the basis on which Trafalgar Risk Management Limited, referred to as 'TRM', 'We', 'Us', 'Our' will provide business services to you as a consumer or commercial client of the firm.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

**YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.**

### Contact us

Telephone – 0333 8 000 000

Email – [info@trafalgar.uk.com](mailto:info@trafalgar.uk.com)

Address – 51 Eastcheap, London EC3M 1JP

Business Hours - 9:30am – 5:30pm

### About us

We are authorised and regulated by the Financial Conduct Authority as an insurance intermediary. Our Firm Reference Number is 311662. We are permitted to arrange and deal as an agent of insurers and clients in respect of non-investment insurance policies. You can check these details online using the Financial Services Register at <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

We are also authorised by the FCA for credit broking.

We have 10% of the voting rights in Trafalgar Insurance Company Limited.

### Our scope of service

We offer a range of insurance products through dedicated insurers in the marketplace. When we arrange your insurance, the nature of the service we provide will be information only about a policy from one or more insurance undertakings without giving you advice or a personal recommendation, in which case we will provide the names of those insurance undertakings.

We generally act on your behalf in arranging your insurance, but we'll make clear at the outset whether we are acting for you or for the insurer in particular circumstances.

### Your duty of disclosure

**Consumers:** You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.



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**Non-consumer customers:** Where we arrange insurance wholly or mainly for purposes related to your trade, business, or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in making a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

### **How to cancel**

Please contact us immediately if you wish to cancel any insurance policy, we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer). Please refer to your policy documentation for further details. If you cancel within this initial cancellation period (where this applies) you will receive a proportionate refund of premium from the insurer. However, insurers are entitled to make an administrative charge. In addition, we may charge an amount which reflects the administrative costs of arranging and cancelling the policy. Details of the amount we charge are detailed below under Fees and Charges.

If you choose to cancel other than within an initial cancellation period, you may not receive a pro-rata refund of premium. In addition, we may charge an amount that reflects the administrative costs of arranging and cancelling the policy (see our Fees and Charges below).

### **Protecting your information**

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully, which is displayed on all our websites and contact us immediately if you have any queries. Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent, or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

### **How to claim**

Please refer to your policy documentation if you need to notify a claim. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim, please contact us.

### **Fees and charges**

We may charge you for the work incurred in handling your insurances. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation, or other work on your behalf. Any additional charges, if applicable, will always be agreed with you in advance of them becoming due.



- New business - £0 to £50 (the applicable fee will be displayed on the quote before buying)
- Mid-term amendments - £15
- Cancellations - £15
- Renewals - £0 to £50 (the applicable fee will be displayed on the quote before buying)
- Employers Liability Insurance Cancellations - 5% of the Employers Liability Insurance premium paid (if you fail to provide ERN details within the 14 day period).

### **Our earnings**

When we sell you a policy the insurer pays us a percentage commission from the total premium that you are charged. If the type of policy we sell reaches specific profit targets, the insurer may also pay us an additional bonus.

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

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

### **Block transfers**

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

### **Protecting your money**

We are governed by strict rules regulating client money set down by the FCA. Monies paid by you to us, or received by us to be paid to you, will be held in Statutory Trust bank accounts. Where we hold monies in Statutory Trust bank accounts, we may earn interest on monies held which will be retained by us.

### **Client Money (Statutory Trust)**

We hold the majority of our client money in Statutory Trust Bank accounts. This means that Client Money is held separately from our own money in accounts with an approved bank and designated as Statutory Trust accounts. We act as trustees of client money and must meet certain legal and regulatory conditions. We are not permitted to, and do not, use client money balances to provide credit for other clients or potential clients.

The majority of client money held by us is held as agent of insurers. This means that premiums are treated as being received by insurers when received in our bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. Advise us if you wish to know whether your premium will be held by us as agent of an insurer.

We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction.

**By accepting this Terms of Business Agreement, you are giving your consent for us to treat your money in this way. Please notify us immediately if you have any objection or query.**



### **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 us immediately using the contact details on the first page of this document. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 023 4567 or online and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected. We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

### **Compensation arrangements**

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, also without any upper limit. The compensation scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>

### **Money laundering/Proceeds of crime**

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

### **Adequacy of insurance values**

It is the responsibility of the insured to ensure that all sums insured, and policy limits are adequate. It is strongly recommended that the appropriate Professional (e.g., Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

### **Conflicts of interest/Customers best interests**

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly, and professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation and the options available to you before we proceed.

### **Insurer security**

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

### **Termination**

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.



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**Law and jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.