

# Terms of Business



## Morton Michel

The **Childcare Insurance** Specialist



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**This Terms of Business ('Agreement' is effective from March 2017 and supersedes any similar agreements previously issued by us. It sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. Please read it carefully.**

Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

## ABOUT OUR COMPANY

- Morton Michel Ltd is an independent insurance broker, authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business.
- Our Financial Services Register number is 527300. You can check this information on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on **0800 111 6768** (freephone) or **0300 500 8082**.

## THE PRODUCTS WE PROVIDE

- a. For most of our commercial childcare-related policies, including those that can be purchased on-line via our website, we offer the products of Covea Insurance plc only and we act as their agent in placing the policy. In such cases we do not make a personal recommendation as to the suitability of the product to meet your individual demands and needs, therefore you will need to satisfy yourself that the product offered meets your requirements.
- b. For household and motor policies for childcare providers we offer policies from a limited number of insurers, the names of which are available upon request. We will act as your agent in sourcing and placing the policy that we recommend to you, having taken into account your individual demands and needs.
- c. For all other policies we carry out a 'fair analysis' of the market. We will act as your agent in sourcing and placing the policy that we recommend to you, having taken into account your individual demands and needs.

If we ever offer you a product which falls outside the above selection criteria, we will tell you before you agree to take out or renew that particular policy.

Unless otherwise advised, we will act as your agent in advising you and making a recommendation on your risk exposure and insurance needs (except in the case of (a) above), in arranging cover as instructed, and in helping you with on-going changes.

For certain types of insurance we are also authorised to issue policy documentation and/or certificates on behalf of the insurers, in which case we would be acting as agent of the insurer for this part of the transaction.

For commercial insurances we will inform you at inception and at renewal how we made our product selection and the capacity in which we are acting.

Unless you tell us otherwise, we will act on the

understanding that we have your authority to agree to insurance policy wordings on your behalf.

## METHODS OF COMMUNICATION

We will normally communicate with you by post, telephone and, where available, email. Whenever possible documentation will be sent by email. Hard copies will be sent in the absence of an email address or upon request. Please let us know if you would prefer NOT to receive communications by any particular medium.

## INSURER SECURITY

Whilst assess insurers with whom we will consider placing your business by using public information including information produced by recognised credit rating agencies. Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

## RISK INFORMATION

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

If you are a commercial customer (someone buying insurance mainly for purposes related to your trade, business or profession), unless we advise you otherwise, you have a duty to make a 'fair presentation' of the risk for which you are seeking insurance cover. This means that you must clearly disclose every material circumstance which you, your senior management or persons responsible for arranging your insurance, know or ought to know following a reasonable search, before your cover is placed, when it is renewed and at any time it is varied. Your policy wording may also stipulate that this duty continues throughout the period of insurance cover. A material circumstance is one that may influence the insurer's decision over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material you are advised to disclose it. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable, and in some cases your cover could be invalidated which would mean that a claim would not be paid.

You are advised to keep copies of any correspondence you send to us or direct to your insurers.

## OUR REMUNERATION

Our remuneration will be either a fee, as agreed with you, and or brokerage, which is a percentage of the insurance premium paid by you and allowed to us by the insurer with whom the insurance policy is placed. Our entitlement to brokerage arises as soon as you have given instructions for an insurance policy to commence or to be renewed.

We reserve the right to retain all remuneration in respect of the full policy period if the insurance contract is cancelled during the contract term.

In the ordinary course of our business we sometimes earn income in the form of:

- Management/administrative expenses allowed to us by insurers to cover costs incurred in carrying out work on their behalf.
- Volume, growth or profitability payments.
- Income from providers of premium-financing facilities where, with your agreement, we have made such arrangements on your behalf.

We may sometimes also earn income for the provision of other services to you, which will be agreed with you on an individual basis.

For each insurance policy, including any subsequent renewal, you have a right to request information regarding any remuneration that we have received as a result of placing your insurance business.

## CHARGES

- We may charge an administration fee for any policy we arrange on your behalf. Where a fee is charged this will be clearly identified on all quotations, mid-term adjustments and renewals. Any fee charged will be inclusive of tax, if applicable.
- In addition, we make a £5 charge for each of the following: providing replacement schedules and employers' liability certificates, policy documents and renewal documentation, or for dishonoured cheques and upon cancellation of a policy.
- Please note that certain insurance companies may impose additional cancellation charges which we will pass onto you. Where insurance companies charge more than £5 for copy documents we will pass that additional charge onto you.

## PERSONAL CREDIT CHECKS

When you ask us to obtain quotations you should be aware that some of the insurers we approach will carry out credit checks as part of the underwriting process. This means they will review information held by a credit reference agency. Whilst a record of the search will be added to your credit record, we are advised this will not have any detrimental effect on your credit rating or history.

To comply with Consumer Credit legislation, providers of credit are required to carry out affordability assessments before making advances of credit. This means that whenever we are asked by you to arrange premium finance, we will pass your name, address and date of birth to the finance provider, to enable it to carry out an assessment. In assessing your application, the provider

may search information held by a credit reference agency. Please note the credit reference agency will add details of the search and your application to their records, whether or not your application proceeds.

## PREMIUM PAYMENT OBLIGATIONS

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payment to your insurers.

Insurers require the premium to be paid on commencement or renewal of the policy or as specified in the policy conditions. Any such conditions must be complied with in order to ensure cover remains in force. Failure to make payment when due may result in insurers giving notice of cancellation of the policy or, in some cases, cover may automatically terminate, and the premium may be payable to insurers for the time they were on risk.

We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being lapsed, cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

## CREDIT AGREEMENT PAYMENT DEFAULTS

If any direct debit or other payment due in respect of a credit agreement entered into with our suggested provider of premium finance to pay insurance premiums, associated fees and charges is not met when presented for payment, or if you end or do not complete such credit agreement, you acknowledge and agree that it may be necessary for us or the premium finance provider to cancel on your behalf the insurance policies being paid by the said agreement, unless you immediately make other arrangements to pay the remaining balance of the insurance premiums. After cancellation, you agree that you will be responsible for any time on risk charge still outstanding and the finance provider's reasonable costs after application of any refunds allowed by the insurers. You will be responsible for putting in place any alternative insurance arrangements you need, unless you have been able to satisfy the requirements we may have in such a situation to provide an alternative solution.

## HANDLING CLIENT AND INSURER MONEY

Where we hold insurance premiums as client money, all such money collected for onward transmission to insurers and return premiums (and claims payments) due to clients from insurers is held in a Client Bank Account under a Non-statutory Trust in accordance with FCA rules. The Deed of Trust permits us to use the account to make advances of credit from time to time to our clients, in order to fund their premiums, subject to strict conditions. In dealing with us you agree to our holding client money in this way. A copy of the Deed of Trust is available on request.

For the purpose of of some transactions, please note that client money may pass through other authorised intermediaries before the insurer receives it.

Client money will be deposited with one or more approved banks, a list of which is available on request. Please notify us immediately if you do not wish us to use any bank or banks on this list.

Where we collect or hold money as agent of the insurer

we may also hold that money in the same Client Bank Account, or in an insurer trust account.

Interest will not be paid to clients in respect of money held in Client Bank Accounts or insurer trust accounts.

## CONFIDENTIALITY

All information provided by our clients is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as loss adjusters and approved contractors.

With a few exceptions, for example, information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information about you to any other party without your consent.

We may also use the data we hold about you to provide you with information about products and services which we feel are appropriate, including making contact with you after you have lapsed or cancelled a policy that we have arranged on your behalf. You are requested to let us know if you do not want to receive this information.

We are registered under the Data Protection Act 1998 and undertake to comply with the Act in all our dealings with personal data.

## QUOTATIONS

Unless stated otherwise, all quotations provided for new insurances are valid only for a period of 30 days from the date of issue.

You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

## CHANGES TO YOUR COVER

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.

## RECEIPT OF INSTRUCTIONS

We do not consider instructions to arrange or change cover which are sent to us by post, email or left on voicemail, to have been received until they reach the relevant personnel in our offices.

We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

## DOCUMENTATION

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us

know immediately.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors noted should be notified to us immediately.

All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim if compliance with that condition would have reduced the risk of the loss which actually occurred. Breach of a warranty may suspend the insurer's liability to pay any claims directly related to that breach, until such time as that breach has been remedied.

We recommend that you keep policy documents for as long as a claim is possible under the policy. If your policy includes Employers' Liability insurance, it is prudent to keep a copy of all Employers' Liability Certificates issued.

## TRANSFERRED BUSINESS

If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection.

We would ask you to contact us without delay should any aspect of a policy, which has been transferred to us, cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

## MAKING A CLAIM

Many insurers provide a 24-hour Helpline in respect of claims and you should consult your policy documentation for contact details.

Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them, either by contacting your insurer on their helpline or by telephoning our office. You will be advised if you need to complete a claim form or produce documentation to support your claim. In certain circumstances late notification may result in your claim being rejected.

If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until we or your insurers advise that you can.

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us or your insurers immediately and unanswered. Any attempt to negotiate or respond to the incident without prior reference to us or your insurers might prejudice your cover.

For motor claims a contact telephone number is provided with your policy documents or can be supplied by us upon request.

You should be aware that a claim arising after renewal of the policy has been invited may affect the assessment and acceptance of renewal by your insurers.

## CONFLICT OF INTEREST

If we become aware of a situation which gives rise to an actual or potential conflict of interest we will inform you of the situation and the options available to you and obtain your consent before we carry out your instructions. At all times we ensure fair treatment and will not put ourselves in a position where our interests prevent us from discharging our duties to you.

## COMPLAINTS PROCEDURE

We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner.

If you wish to register a complaint or request a copy of our complaints procedures please contact us:-

- In writing addressed to The Compliance Director
- By telephone to **020 8603 0900**
- By email to **[compliance@mortonmichel.com](mailto:compliance@mortonmichel.com)**

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service. You can find out more about this by visiting the FOS web site at **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

If you are a consumer and your complaint relates to insurance purchased from us via electronic means (e.g., on-line or via email or mobile phone) then you are able to use the EC On-line Dispute Resolution (ODR) platform at **<http://ec.europa.eu/consumers/odr>** who will notify FOS on your behalf.

You can request a copy of our procedures for dealing with complaints at any time.

## COMPENSATION

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further details about compensation scheme arrangements are available from the FSCS.

## TERMINATION OF AUTHORITY

Either party may terminate this Agreement with 14 days' written notice or as otherwise agreed. Notice of this termination must be given in writing and, unless an end date has been agreed, the 14 days' notice will be measured from the date of the communication.

An instruction to lapse or cancel an insurance that we have arranged on your behalf will not result in termination of this Agreement unless you also give written notice of your intention to terminate this Agreement. Likewise, if we give you notice of our intention to terminate this Agreement, unless we advise you otherwise, it will not result in cancellation of a policy or policies that we have arranged on your behalf.

If we serve notice of termination, it is not our policy to give reasons for such notice, or to enter into correspondence about such reasons.

Regardless of who serves notice, termination is without prejudice to any transactions already initiated, unless

otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

We may be obliged to retain your personal data after termination Agreement (please see 'Confidentiality').

## CANCELLATION RIGHT – CONSUMER INSURANCES ONLY

If you take out a personal policy through us which lasts for more than one calendar month, you may cancel the cover up to 14 days from the later of:

- The policy start date or the date you receive full policy documentation from us or your insurers.
- The renewal date or the date you receive full renewal documentation from us or your insurers.

You will be informed if you have such a Cancellation Right in the insurance documentation that we send to you.

Should you decide to exercise the Cancellation Right you will be entitled to a refund of premium less an appropriate pro rata charge for the period of cover given before the Cancellation Right was invoked. If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Cancellation Right.

Should any claim occur prior to the exercise of the Cancellation Right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium paid. If this Cancellation Right is not exercised within the 14-day period as stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of your insurance policy.

To exercise the Cancellation Right you should contact us at our normal address or your insurers at the address shown on your policy.

## CANCELLATION OF POLICIES

If you require cancellation of your insurance policy mid-term, please advise us in writing. Cancellation will not become effective until we have received and agreed to the cancellation request. Cancellation may not take effect immediately, for example, it may first be necessary for you to return your certificate of insurance to us or your insurers.

If you are a commercial client, or if you are a private individual and wish to cancel your policy in circumstances other than as described in the section headed Cancellation Right, you may be entitled to a refund of part of your premium but the refund due may not necessarily be proportionate to the remaining period of cover.

Insurers will not normally allow a refund of premium where:

- A claim has been made.
- A 'minimum and deposit premium' has been charged.

In addition cancellation charges may apply (please see 'Charges') and we reserve the right to retain the commission earned on the original transaction (please see 'Our Remuneration').

Cancellation of a direct debit does not necessarily cancel a policy and any balance of premium owing may be requested by the insurers.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.

### **LIMITATION OF LIABILITY**

If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract. Unless otherwise agreed in writing between you and us, our liability to you:

- a. under this Agreement, and in connection with any services that we provide to you under this Agreement; and
- b. For our breach of contract, negligence, breach of statutory duty, breach of professional duty or breach of trust is limited to £5 million.

We have no liability to you for:

- a. Any losses which are contributed to by your own negligence.
- b. Any losses which arise from your failure to provide

information which we have reasonably requested about your insurance risks.

- c. Any losses which are not a reasonably foreseeable consequence of our actions.
  - d. Any loss of profit, loss of business, business interruption, or loss of business opportunity.
- We do not exclude or limit in any way our liability for:
- a. Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.
  - b. Fraud or fraudulent misrepresentation.
  - c. Breach of our statutory or regulatory obligations.
  - d. Any liability which cannot be excluded or limited under applicable law.

We are not liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by an event outside our control. If you are a consumer, nothing in this Agreement affects your statutory rights.

### **LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with this Agreement we both irrevocably submit to the exclusive jurisdiction of the English courts.

**YOU ARE DEEMED TO HAVE ACCEPTED THIS AGREEMENT AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT**

March 2017

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