

## Terms of Business

Applying to General Insurance customers. Please carefully read these Terms that apply to our appointment by you, and the services we will provide.

### Company Contact Details

Lawrence Fraser Ltd T/A Lawrence Fraser Brokers, 40 Park Square North, Leeds, LS1 2NP  
Registered in England and Wales. Registered Number 06644578 Telephone: 0113 322 0166

Email: [compliance@lfbrokers.co.uk](mailto:compliance@lfbrokers.co.uk)

Website: <http://www.lfbrokers.co.uk>

Office Hours: Mon-Fri 9am-5pm (excluding Bank Holidays)

**Please note that instructions for new or amended insurance cover should not be assumed to have been accepted unless confirmation is received from ourselves.**

Our appointed representative is Butler Evans Risk & Insurance Consultants Ltd, Edwinstowe House, High Street, Edwinstowe Nottinghamshire NG21 9PR.

### About the firm

Lawrence Fraser Ltd T/A Lawrence Fraser Brokers is an independent insurance intermediary, authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number (FRN) is 515402. You can check this on the Financial Services Register by visiting the FCA's website, [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FCA on 0800 111 6768. Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts, credit broking and supplementary debt-related administration in relation to insurance instalment facilities.

### Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- The section headed 'confidentiality and data protection'
  - The section headed 'Handling money', which explains our terms for handling client money in a Non-Statutory Trust account.
- For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

### Our service

We act as an insurance intermediary offering a wide range of insurance products with access to leading insurers in the marketplace. The advice given by the firm is on a personal recommendation based on a fair and personal analysis of the market, however 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. In such circumstances the firm does not give a personal recommendation on the basis of a fair and personal analysis, and we will provide you with the name of the insurers which the firm may and does conduct business with. We will give you details of these arrangements before you make any commitment on any product we offer you. We will explain the main features of the products cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only, and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis. We will also make clear in our documentation prior to conclusion of the contract areas where we are acting as an insurance intermediary for the customer, the insurer or both. We may be able to offer finance for insurance instalments through the insurer or Premium Credit Ltd or Close Brothers Ltd. We will give you further information about this before we finalise your instalment arrangements.

### The duty of fair presentation (non-consumer customers only)

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business. You must disclose every material circumstance which you know or ought to know, or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith. If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases, this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium. **If in doubt about any point in relation to material circumstances and reasonable search please contact us immediately.**

### Important Information (consumer customers only)

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to **take reasonable care** not to make a misrepresentation to an insurer. Under the act a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession.

A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be deliberate, reckless or careless. **If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations please contact us immediately at the above address.**

**Financial Crime**

Please be aware that current 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 and/or Serious Fraud Office 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 or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

**Consumer Credit**

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

**Solvency of Insurers**

We 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, whether in full or in part, should an insurer become insolvent.

**Terms of payment**

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, 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. When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically. If you choose to pay for your insurance premium using a finance provider, your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and subsequently a document outlining key features of their credit agreement with you, including any fees they apply and the cost of default charges. It is important that you take time to read this document and you must contact us if you do not receive this. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. Where your policy is paid via the finance provider and you choose to renew your cover, we will again continue to pass your details to them. 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 of such events by the finance provider. In certain circumstances we may be contractually obliged by the finance provider to notify your insurer to cancel the policy.

Where we are contractually obliged to do so by the financial provider, if you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed of non-payment under the credit agreement, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use this refund to offset the amount levied by the finance provider on the firm. If this amount is not sufficient to cover all our costs, we reserve the right to pursue any additional debt owed to the firm through a due legal process. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need. Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit.

This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful. Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. To use the finance provider's facility, you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status. Any payment we receive from you will be held by Lawrence Fraser Brokers in a non-statutory Client Trust Bank Account held with Lloyds Bank which pays insures on our behalf. In some cases, 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. This is known as risk transfer. By operating a non-statutory trust, Lawrence Fraser Brokers is permitted to, and may use such monies, to cross fund clients' premiums and claims. Please make all cheques payable to Lawrence Fraser Brokers (Leeds & London) 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.

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. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction. No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of Lawrence Fraser Brokers (Leeds & London)

**Handling money**

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis, which means that we act as agents of the insurer in collecting premiums and handling refunds due to clients and such monies are deemed to be held by the insurer(s) with which your insurance is arranged. You will be notified if Risk Transfer does not apply and such monies will then be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, **we are permitted to use such money held on behalf of one client to pay another client's premium**

**before the premium is received from that other client, and to pay claims and premium refunds to another client before we receive payment from the insurer.** However, we are not entitled to use client money to pay commissions before we receive the relevant premium from the client. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us. A copy of the Trust deed is available upon request. For the purposes of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer. The fact that we will hold money on trust gives rise to fiduciary duties, which will be owed to you until the client money reaches the insurer or product provider.

#### **Notification of Incidents/Claims**

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

#### **Cancellation**

Your policy document will detail your rights to cancel your insurance once you have taken it out. 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. This is often referred to as a cooling off period. Where you cancel a policy before renewal, you will be responsible for paying a charge to meet the cost of the cover provided and administration expenses. Please see refunds section.

#### **Charges/Fees**

In good time before the conclusion of the initial contract of insurance and, if necessary, on its amendment or renewal the firm will advise you:

1. On the nature/type of remuneration the firm received in relation to the contract of insurance
2. In relation to the contract of insurance the basis/source of the remuneration included in the premium; or,
3. Any other type of remuneration including an economic benefit of any kind offered or given in connection with the contract.

You are entitled at any time to request further information regarding the amount of any commission which we may have received as a result of placing or renewing your insurance cover. We take any commission once we receive your payment as cleared funds prior to payment of the premium to the insurer. We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers, claims management services and others. We may also charge an administration fee for handling your insurances for new business and renewals. You will receive a quotation which will tell you the total price to be paid, and which will identify any such administration fees or other fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. Commission and fees are earned for the full policy period. This means that if you cancel a policy mid-term or request a mid-term adjustment which reduces the cover provided under the policy we will be entitled to retain all fees and commission in respect of the full policy period in relation to policies placed by us and will 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 or amended your policy

Where a client elects or is advised to have a net rateable policy (a policy for which we receive no commission from the insurer or product provider) we will agree, before your insurance arrangements are concluded, an agreed fee which will be confirmed in writing. This fee will be classified as a fee for broking arrangements only and is non-refundable in the event of mid-term cancellation of the policy. 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 a finance provider selected from a limited panel, and we may receive a commission for introducing you to them. The firm will advise the customer of any commission payable by the lender in relation to a credit agreement where knowledge of the existence or amount of commission could affect the impartiality of the firm in recommending a particular product or have a material impact on the customer's transactional decision.

#### **Refunds**

Where a policy is cancelled before renewal, 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. **Your attention is specifically drawn to the following: -**

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, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £25.

#### **Market security**

We 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, whether in full or in part, should an insurer become insolvent.

**Credit checks**

Firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

**Conflict of interests**

In performing our services, situations may arise where a conflict of interest arises. Examples of conflicts can include where we earn a fee from you for performing our services and also earn a commission from an insurer; or where we act as agent of the insurer in settling claims or arranging insurance; or where one client we represent makes a claim against another client we represent. Should such a situation arise we will advise you so that you can make an informed decision about the conflict (and if applicable, the specific action we will take to manage that conflict). If you object to the particular conflict, then you will need to advise us. Your instruction or confirmation of an order to arrange the insurance on your behalf will be taken as your informed consent to proceed in the manner proposed. If we feel that it is not possible to manage the conflict fairly, we will withdraw from the arrangement and advise you accordingly.

**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 complain, you may do so:

- In writing to the Compliance Officer.
- By telephone on 0113 3220166, by e-mail at [compliance@lfbrokers.co.uk](mailto:compliance@lfbrokers.co.uk)
- In person by visiting our office (see above for address) Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) on 0800 0234 567.

More information is available upon request, or on their website. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). If you do decide to refer any matter to the Financial Ombudsmen your legal rights will not be affected. Further details will be supplied at the time of responding to your complaint, and we will provide a copy of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon request.

**Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available in relation to 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 without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk)

**Confidentiality and Data Protection**

We are a data controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history). Details of our legal basis for processing your information, along with details of any third party recipient whom it may be necessary to share your personal data with in order to fulfil the contract, retention period for data held, security of your data, your rights under the General Data Protection Regulations (GDPR) including the right to complain can be found in Appendix 1 'Data Protection Information Notice' attached to these terms of business.

**Communications/Documentation**

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

**Termination of our authority to act on your behalf**

You or we may terminate our authority to act on your behalf by providing at least 14 days' notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to these terms of business unless we agree otherwise in writing. You will remain liable to pay for any transactions or adjustments effective prior to termination, and we shall be entitled to retain any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of written termination

**Motor Insurance Database (MID)**

It is your statutory obligation to update and maintain the MID. Failure to ensure this takes place can result in substantial fines and inconvenience for your drivers. For the avoidance of doubt, we will not update the MID on your behalf.

**Limitations and exclusions of our Liability**

You must check all details on any proposal form. The following provisions set out our entire financial liability to you. You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services whether in contract, tort (including negligence) breach of statutory duty, or otherwise (including our liability for the acts or omissions of our senior management, employees and any appointed representatives shall be limited in all circumstances to £5,000,000 per claim. Any claim or series of claims arising from one act, error, omission, incident or original cause shall be considered to be one claim. We shall not be liable to you for any loss of profit or loss of business whether directly or indirectly occurring and which arises out of or in connection with the provision of our services. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above

**General**

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. These Terms shall be governed by the laws of England and Wales or Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.

**DATA PROTECTION INFORMATION NOTICE**

Lawrence Fraser Brokers (Leeds & London) is committed to protecting the privacy and security of your personal data. As an intermediary providing regulated insurance broking services, Lawrence Fraser Brokers (Leeds & London) is a "data controller". This means that we are responsible for deciding how we hold and use personal data about you. We are required under data protection laws (including the General Data Protection Regulation) to notify you of the information contained in this privacy notice. We may use your personal data in our role as an insurance intermediary. This may include for the purposes of Quotation/Inception, Policy Administration, Claims Processing, Renewals, Marketing and other purposes necessary for the provision of insurance throughout the insurance lifecycle. We may transfer, store and process the data that we collect from you at a destination outside the European Economic Area.

For more information about:

- how the insurance market works;
- what information we may collect about you;
- where we might collect your information from;
- why we collect this information and what we do with it;
- how we protect your information;
- who we might share your information with;
- how long we keep hold of your information; and
- what rights you have in relation to the information we hold about you and how you can exercise them;

Please review our full Privacy Notice available on our website at: <https://www.lfbrokers.co.uk/privacy-notice>. If you have any questions about our privacy notice or in relation to our collection or use of your personal data, you should first contact our Data Protection Manager at: [compliance@lfbrokers.co.uk](mailto:compliance@lfbrokers.co.uk)