

RK Henshall & Co Ltd
Terms of Business Agreement

The purpose of this document is to set out the basis of the agreement under which we conduct our business and offer our services to you. Please keep a copy of this document with your other important papers.

Introduction

RK Henshall & Co Ltd established in 1976, is a private limited company, whose owner and shareholder is J.R. Henshall. We are one of the area's leading Independent Insurance Brokers and our continued success is based upon building long term Client relationships and the provision of the highest standards of professional service.

As members of the Willis Commercial Network, we are able to offer unique products for our Clients, introduce efficient operating services and build strong relationships with quality and reputable Insurers, without sacrificing our independence.

We remain an Independent Intermediary able to access a wide selection of Insurance Companies, the Lloyds market and a number of specialist Schemes.

Financial Services Authority (FSA)

The Financial Services Authority is an independent watchdog that regulates financial services. It requires us to give you this document. Please use the information below to confirm that the service we are offering is right for you. We are regulated by the FSA and our authorisation number is 308865. Details of our registration can be obtained by visiting the FSA's website <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

Our Duty

We act on **your** behalf in arranging **your** insurance.

Our duty to you is to identify your insurance needs, arrange insurance cover with Insurers to meet those needs and help you with any changes you have to make.

Products we offer and available markets

As Independent Intermediaries we have access to a wide range of insurers and their products and on your behalf we will carry out an analysis of the market to enable us to recommend a product adequate for your needs.

Where requested and on demand, we will provide you with an up to date list of the Insurance Undertakings we deal with for each type of contract.

Our responsibility and the service we will provide to you

Negotiation	We will discuss with you your insurance requirements, the markets to be approached, the scope potential prices. On receipt of your instructions, whether written or oral, we will conduct negotiations on your behalf with Insurers concerning, cover, policy and premium.
Demands	We will provide you with a Demands and Needs Statement setting out your insurance requirements based on the information you have provided and will explain to you all the relevant terms and conditions of the insurance cover being considered. A policy summary will be provided to you before you conclude the insurance. Where we have given you advice, we will provide a Suitability Statement setting out the reasons for any advice we have given. If we have not given you advice, the Demands and Needs statement will say so.
Confirmation	We will confirm details of all cover effected in writing including the identity of the Insurer and will provide you with a policy summary, if not previously provided.
Payment/ Charges	We will provide an invoice detailing the premiums due, plus any taxes the Insurers may be obliged to collect. If it is necessary for any additional charges or fees to be made these will be notified to you in advance.
Terms	Where available we will offer payment terms provided by the Insurer or a third party. Conditions for credit terms vary and we will provide full details at the time of purchase.
Documentation	We will issue documentation as soon as possible and/or when payment terms have been agreed or met by you.
Claims	Should you wish to make a claim under your insurance policy, you should contact us and we will advise and assist you with any claim you need to make, including where appropriate the recovery of any uninsured loss incurred. You may write to us at our office address or telephone (01270) 758070. You should not agree to any course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your Insurer.
Confidentiality/ Data Protection	All information supplied by you is considered to be confidential and is only disclosed in the normal course of negotiation and maintenance of your insurance transactions. Under the Data Protection Act you have the right to see personal information we hold about you in our records. Please note that insurers pass information to the Claims and Underwriting Exchange run by Insurance Databases Ltd and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers to check information provided and also to prevent fraudulent claims. Motor insurance details are added to the Motor Insurance Database and may be used by the Police or Motor Insurers' Bureau to help to

identify uninsured drivers.

EEC Directives We will provide a statement of further information which is required to be given to you under the terms of the EEC Insurance Intermediation Directive and the Distance Marketing Directive, or both, as appropriate.

Your Responsibility

- It is your responsibility to provide complete and accurate information to Insurers when you take out your insurance policy, throughout the life of the policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate.
If you fail to disclose any material information to your insurers, this could invalidate your insurance cover and mean that part or all of a claim may not be paid.
- You should carefully examine your policy and other insurance documentation to ensure that the cover arranged on your behalf meets with your requirements. Should it not do so you should advise us immediately.
- You will pay all sums due to us by the due dates specified in the invoices or insurance documentation requesting such payment.
- You should notify us as soon as possible of any occurrence which gives rise or may give rise to a claim under your insurance policy.
- All activities undertaken by us are provided for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use only. You agree not to permit access by any third party to this information without our express written permission.

Premium Payments

All Premiums collected by us will be deposited in one or more designated bank account (s) under the terms of a non-statutory trust. In accepting responsibility for such premiums we reserve the right to use any such money (s) to extend credit to Customers, entirely at our discretion, within the permissions granted to us by the Financial Services Authority.

Client money may be transferred to another person in the United Kingdom (such as another Insurance Intermediary) for the purpose of carrying out a transaction on your behalf.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme and will advise you if any product provided to you by us is not protected by the Financial Services Compensation Scheme. In the event of the insurer being unable to meet its liability you may be entitled to compensation from the scheme. This depends on the type of business and circumstances of the claim. For compulsory classes of insurance the scheme provides 100% of the claim if covered. For other classes you may be covered for 100% of the first £2,000 and 90% of the remainder. Further information is available from the FSCS

Remuneration and payment for our services

We are remunerated for our service by receiving a percentage of the insurance premium by way of commission or brokerage. Alternatively an agreed administration fee may be charged or in some circumstances a combination of a fee and / or brokerage. We may earn additional income from Insurers & Third Party providers to reflect our efficiency and/or profitability and from interest in the processing and handling of your insurance arrangements.

Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in relation to policies placed by us in respect of the full policy period.

Cancellation Rights for retail customers

If you are entitled to the 14 day cooling off period in respect of one or more of the insurances effected, we will explain the terms and duration of the cooling off period to you, and any charge which we may be entitled to make, should you decide to cancel your insurance during the cooling off period. This information will be confirmed to you in writing

Complaints

In the event that our service does not meet your expectations we ask you to contact us in writing or by telephone. We will acknowledge your complaint within seven working days, explain how we will handle it and keep you informed of the progress of your complaint. Please address your complaint to:

John R. Henshall (Managing Director) R.K. Henshall & Co. Ltd., The Grove, Mill Lane, Wheelock, Sandbach, Cheshire, CW11 4RD.

Should you remain dissatisfied, we subscribe to the Financial Ombudsman Service, to whom you may make contact at the following address: Financial Ombudsman Service, South Quay Plaza, 183, Marsh Wall, London E14 9SR. Consumer Helpline 0845 080 1800

Contracts (Right of Third Parties) Act 1999

The provisions of the above Act do not apply to this Terms of Business Agreement

R.K. Henshall & Co., Limited – Registered in England No. 1285024
The Grove, Mill Lane, Wheelock, Sandbach, Cheshire, CW11 4RD
Telephone No: 01270 758070 Fax no: 01270 758050
Regulated by the Financial Services Authority No. 308865
Consumer Credit Act Licence No. 375794
Data Protection Act – Registration No. 26175606
Member of the Institute of Insurance Brokers 1/1074/H/00

