

# Harrington Miller & Co – Terms of Business

## About us

Harrington Miller & Company, Leys Business Centre, Chelmsford Road, High Ongar, Essex, CM5 9NW is authorised and regulated by the Financial Conduct Authority. Our FCA Firms Registration Number is 728103. We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies. You can check these details on the FCA Register by visiting the FCA website <http://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768. We are also authorised by the FCA for consumer credit broking. We act for a number of lenders.

## Our service

We obtain quotations using a fair analysis of the market for motor, home, commercial and liability insurance. For Legal Expenses, Uninsured Loss Recovery and Breakdown, a single carrier is used. You can request a list of those insurers from whom we select our products if you wish. We place insurance with leading insurers, approved under UK legislation, and we will advise you should we have any special arrangements with them.

## Your duty of disclosure

Commercial 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 order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search. If the insurance is arranged wholly or mainly for purposes related to your trade, business or profession, you have a duty to disclose all material facts whether or not the insurer asks for specific information. This duty applies throughout the life of your policy, and when you renew your insurance. Material facts are any facts which may influence the insurer's decision to accept the policy and/or what terms are applied. Failure to disclose a material fact may invalidate your insurance and could mean that your claim will not be paid. Retail 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 or all of a claim may not be paid. 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

You may have a statutory right to cancel this policy within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory period (where it applies) you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge and we may keep an amount that reflects the administrative costs of arranging and cancelling the policy. If you wish to cancel outside this period you may not receive a pro-rata refund of premium. We may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of charges).

No return of premium will be due in the event that a claim, loss or accident has occurred within the period of insurance.

## 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 on our website 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.

## Opening Hours

Monday – Friday 9am – 5pm excluding public holidays

## How to claim

If you have to claim on your policy or have been involved in an accident that may result in a claim you must notify us immediately on 01277 364510 and we will advise you accordingly. In an emergency and outside of our business hours your policy may well contain advice on claims with telephone numbers. You should not admit liability or agree to any course of action, other than emergency measures to minimise a loss, until you have agreement from your insurer. Failure to notify your insurers promptly of any incident/accident or loss may invalidate your claim.

## Fees and charges

A fee policy arrangement fee of up to £50 may be charged for New Business, Renewal and Mid-term Adjustments and will be notified before you commit to the insurance.

£20 duplicate cover notes & certificates

£30 for policy cancellations

Charges for commercial customers will vary and will be notified before you commit to the insurance.

All refunds are made after deduction of any commission earned.

If you pay your premium by instalments we may earn commission in respect of your Finance Agreement and will inform you of any additional fees, charges or interest due as part of your credit arrangement.

## Our earnings

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

## Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your policy is treated as being paid for), or we hold it in a client bank account on trust for you. Your money will be protected at all times because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

*By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.*

## 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 the Mrs L Wright at the above address or call 01277 364510. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service on 08000 234 567. Further information is available at <http://www.financial-ombudsman.org.uk>. If you decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

## 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 scheme does not apply to Consumer Credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 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. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits we cannot accept responsibility for their accuracy. 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.

## Awareness of Policy Terms

Please read all documentation carefully, including your policy wording, schedule and any certificate of insurance as these form the basis of the insurance contract, you have purchased. Please ask our advice if you are in any doubt over any of the terms or conditions.