

Hamilton Robertson Insurance Brokers Limited also trading as C & A Mackie Insurance  
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## TERMS OF BUSINESS

**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 'Use of Personal Data' specifically the paragraph explaining how 'sensitive personal data' will be used and to the section titled 'Credit Check Consent'. 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

**The Financial Conduct Authority:** Hamilton Robertson Insurance Brokers Ltd is authorised and regulated by the Financial Services Conduct (FCA). Our FCA reference number is 301157. Our permitted business is advising, arranging, introducing, dealing as agent and assisting in the administration and performance of general insurance contracts and credit broking along with supplementary debt-related administration in relation to insurance instalment facilities. You may check this on the FCA's register by visiting the FCA website, [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FCA on 0800 111 6768.

**Our Service:** Our role is to advise you and make a suitable recommendation after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular premiums, we do not offer advice in relation to this but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

**Personal insurances:** We select motor insurance products from a range of insurers; We select household insurance products from a range of insurers; We select travel insurance products from a range of insurers and we select legal expenses insurance from a single insurer

**Commercial Insurances:** We select commercial insurance products from a range of insurers but, for certain products, we may only deal with a single insurer or select from a limited number of insurers.

You may ask us for a list of the insurers we deal with for these products. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised. We will not in any circumstances guarantee the solvency of any insurer

**Complaints and Compensation:** We aim to provide you with a high level of customer service at all times, but if you are not satisfied, contact us in writing, by telephone or by email as above.

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman (FOS). For further information, you can visit FOS website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint: Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession); Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million; Charities with an annual income of under £1 million; and Trustees of a trust with a net asset value of under £1 million.

We are covered by the Financial Services Compensation Scheme (FSCS). 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 as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for
- compulsory classes of insurance (such as Third Party Motor or Employers Liability); and
- 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where there an insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (free-phone) or [www.fscs.org](http://www.fscs.org).

**Payment for our Services:** We normally receive commission from the insurers, product providers and where applicable finance providers but may make charges for handling your insurances as follows:

- in the event of a mid-term alteration we may make a charge of £25.00 in addition to any charge made by the insurer.
- in the event of a policy being cancelled we may make a charge of £25.00 in addition to any charge made by the insurer.
- for duplicate cover notes or certificates we may make a charge of £25.00 in addition to any charge made by the insurer.
- Should you wish us to recover uninsured losses on your behalf where legal expenses cover was not purchased a charge of 10% of the recovery made will be payable.
- charges are made at the 'issue' and renewal of insurances. The exact amount will be agreed with you prior to your insurance commencing.

You will receive a quotation which will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. Full payment of premium and fees is due before cover commences, or as otherwise stated under terms of credit, or in the invoice or statement issued to you. In good time before the conclusion of each insurance contract or upon renewal, we will remind you of your right to be informed of the level of commission which we receive from underwriters. 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.

We also draw your attention to the sections headed 'Cancellation of Insurances' and 'Ending your relationship with us'.

**Handling Client Money and/or Insurer Money:** Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust account set up in accordance with FCA rules. Interest earned on monies held in such a Statutory Trust account will be retained by us. For the purpose of some transactions, client money may pass through authorised intermediaries before being paid to insurer.

**Cancellation of Insurances:** You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance should be returned to us or to the insurer concerned. In the event of cancellation, charges for our services will apply in accordance with 'Payment for our Services' above. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires.

**Ending your relationship with us:** Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a

minimum of 7 days' notice. Valid reasons may include but are not limited to non-payment of premium or fees, commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s), failure to provide requested documentation or information, deliberate failure to comply with terms set out within the ToB or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

**Conflict of Interests:** Occasions can arise where we or one of our associated companies, clients or product providers will have a potential conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

**Your Responsibilities:** If you are a consumer, you are responsible for answering the questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before take out a policy but also at renewal or if you make a mid-term amendment to your policy. If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

If you are a commercial customer you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk and;
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis. You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

**Credit Check:** We and other firms involved in arranging your insurance 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. A 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.

**The processing of your personal data:** In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data, we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details and health' or 'criminal offences.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances and in arranging insurance premium finance. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by emailing [gr@hrib.co.uk](mailto:gr@hrib.co.uk).

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest. We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm with other authorised third parties and product and service providers such as insurers, premium finance providers, lawyers and claims assistance companies where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data

If you require further information on how we process your data or you wish to exercise your rights, please contact our data privacy representative by emailing [gr@hrib.co.uk](mailto:gr@hrib.co.uk) or by writing 2 Catherine Street, Kirkintilloch, G66 1LJ or by telephoning 0141 777 7199. How we process your personal data is detailed further within our Privacy Notice <https://www.hamiltonrobertson.co.uk/privacy-statement/>.

#### **Claims Handling Arrangements**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which may lead to a claim. We will employ due skill if we act on your behalf in respect of a claim.