

Terms of Business – Our Contract with you and Important Information

Who are we – Roxburgh Insurance is a trading name of J C Roxburgh Insurance Brokers Ltd, a registered company in Scotland. Registered Office: 151 Glasgow Road, Clydebank, Glasgow, G81 1LQ. Company Registration Number: SC417217.

Who regulates us - The Financial Conduct Authority (FCA) is the independent financial conduct regulator in the UK. J C ROXBURGH (INSURANCE BROKERS) LTD is authorised and regulated by the FCA. Our FCA registered number is 583104 and you can check this on the register by visiting the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

Our service and the products we offer – We are an independent intermediary with access to a wide range of leading insurance markets and general insurance products. We work closely with you to offer establish your specific demands and needs and offer you advice and then we will make a personal recommendation for the insurance policy that is most suitable for you. We also support you throughout the lifecycle of your insurance cover, including helping you to make any changes needed or providing you with assistance with any claim you need to make. You can find full details of the services we provide on our website: www.roxburghinsurance.co.uk. Where you can also find a more user friendly version of our terms of business. Depending on the type of cover you need, we will source you a policy either from a single insurer, a limited range of insurers or a fair analysis of the market and we will always tell you how we sourced your cover before you proceed. Where we have not conducted a fair analysis of the market, we can provide you with details of the insurers we approached. We generally act on your behalf, however in certain circumstances we may act for and have obligations to other parties, including insurers. We will always tell you when these circumstances occur.

Conflicts of interest - Sometimes there could be a conflict of interest with ourselves or one of our product providers for example in the event of a claim against another party who is also a client of ours. If this arises we will let you know as soon as possible, informing you of the steps we have taken to ensure your fair treatment and to gain your consent before we carry out your instructions.

Your duty to provide honest and accurate information – It is your duty to make sure that the information that you provide is a fair presentation of the risk. This means that you must clearly disclose all material facts and circumstances which you should have checked and be reasonably be aware of. Remember, any facts or circumstances which could influence an insurer in deciding whether to accept a risk is a 'Material Fact' so if you are in doubt, we recommend that you always disclose it. Inaccurate, withheld or false information could lead to insurers changing the terms or reducing claim payments or your cover could be cancelled meaning that a claim would not be paid.

Policy Documents, Warranties, exclusions and conditions – You should always read policy documents carefully to make sure that they are accurate and reflect the cover you require. Most policies will contain warranties, exclusions and / or conditions and it is important that you read these

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carefully and make sure you can comply. Please keep your policy documents safe as you will need to refer to them in the event of a claim which can often be long after you arranged the cover.

How we look after your money (Client Money) - Client Money is money we receive and hold on behalf of our clients for example, premiums, refunds of claim payments. Generally, we hold this money as agent of the insurer as we have what is known as 'Risk Transfer' arrangements with them. This means that when we have received your premium, it is considered to be paid to the insurer. Most of our insurer arrangements are on this basis. The FCA has strict client money rules which include a requirement for us to hold all client money, including yours in a Trust Account to ensure that your money is protected. We hold all client money in a Statutory Trust account with an approved UK Clearing bank in accordance with these rules. It means that our creditors would not be able to make claims on client money as it is not considered to be ours. In arranging your insurance, we may employ the services of other intermediaries who are regulated by the FCA and your money may be passed to them for payment of your insurance. We constantly monitor the financial strength of insurers who we place business with; however, we cannot guarantee the ongoing financial strength of any insurers. If an insurer becomes insolvent, you may still be liable for the premium even if the insurance contract becomes ineffective.

Our Fees, Commission and charges – We usually receive commission from insurers and premium finance providers based on our services and benefits we provide when arranging insurance cover with one of their products. In some cases, we may agree a broker fee with you instead of or in addition to receiving commission, but where this is the case, we will always tell you this in advance. We may also receive additional payments from some insurers reflecting the profitability of our account or work we undertake on their behalf. Where we arrange premium finance for you, we introduce you to the premium finance provider and do not charge a fee for this. We do receive a commission from them for facilitating the arrangements. You are entitled, at any time, to contact us and request information regarding any commission which we may have received in relation to your insurance.

If you cancel your policy before the renewal date your insurer may issue a refund of premium subject to no claims. We reserve the right to retain the commission earned when arranging the policy and all refunds will be made after any balance of commission reclaimed from insurers has been deducted. Admin Fees are non-refundable in the event of cancellation.

Administration Fees/Charges:

Arrange New Policies and / or Renewals £ 45.00

Payment Options and terms: Payment arrangements must be agreed prior to any insurance contract starting or renewing. We accept payment by BACS, Debit or Credit Card (Visa / Mastercard only) or we may arrange payment through an insurers direct debit facility or offer you a premium finance arrangement with a premium finance firm.

In arranging premium finance, we act as a credit broker and not a lender. We introduce you to the premium finance provider where this may be the best option for spreading your payments. We will collect initial information and submit your information including personal data to the provider and

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you will receive information directly from them. Please read all information and terms carefully as you will enter into a separate contract with them. Premium finance providers may also conduct credit references enquiries and record this detail.

You may also incur costs from your insurer or premium finance provider. These can be arrangement fees or charges for payment by direct debit or upon payment default, late payments or cancellation practises vary, so please refer to the policy documents.

Making and reporting a claim – You must notify us or your insurer of any circumstance that may give rise to a claim as soon as possible. You should not admit liability or make agreements other than emergency actions required in a health and safety situation or to minimise a loss until your insurer has confirmed that you should do so. For all crime related claims, please notify the Police immediately. When you make a claim, we will support you through the process and liaise with insurers and other parties on your behalf where it is in your best interest to do so. For all claims please contact us in the first instance, or if provided, the claims line detailed in your policy document.

Your Cancellation Rights: Consumers have a statutory right to cancel a policy within 14 days of the start of cover or when you receive the documents if this is later. This means that you can cancel within the 14 day period without giving a reason. You may still be charged for the period of time that you have been on cover including any Insurance Premium Tax (IPT) and our administration fee will still be payable. All clients can cancel insurance at any time; however you may not be entitled to a refund from insurers if you have made a claim under the policy or if their terms do not permit refunds. Should you cancel at any time, your policy insurers are entitled to retain a proportion of the premium, to cover the period of cover you have received (refer policy wording) and also our costs incurred in arranging the policy on your behalf. If you do not pay your premium to us by the due date, we reserve the right to instruct insurers to cancel or lapse your policy. Equally where you default on direct debit payments with insurer, where they are unable to resolve this with you, they will cancel your policy. Where you pay by premium finance, if you stop making payments to them, we are contractually bound to instruct cancellation of your cover when advised to do so by them.

Renewing your policy - We will invite renewal with the most appropriate insurer before your renewal date by sending the full information by email or post. You will need to instruct us to proceed and agree payment prior to the renewal date otherwise cover will lapse upon the expiry date and you will have no cover in force. services provided.

Automatic Renewal by prior agreement - If we cannot reach you and you have previously agreed with us to automatically continue cover, or if payment is received or a direct debit payment continues in respect of a quoted renewal premium, we will automatically renew your policy with the most appropriate insurer. If you do not wish to renew the policy, please let us know before the renewal date on 0141 952 0371. **However, you can opt out of any policy automatically renewing at any time by contacting us to let us know.**

Confidentiality – We treat all information provided by you confidentially and we disclose it only during the normal course of arranging and administering your insurance. Only you, someone

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authorised by you or your legal representative will be accepted to enquire about or alter your policy. To ensure we are speaking to an authorised person we will ask them specific questions and in some cases we will request additional methods to validate their identity.

Data Protection and Privacy - In the process of providing you with our service and arranging insurance contracts for you, we will collect information related to individuals including in some case special categories of information (for example health related information). We also collect details of criminal and motoring convictions and offenses. We share this information with insurers, suppliers and other relevant parties in the course of arranging your cover and managing our business. Sometimes this can involve the information being transferred outside of the UK and the EEA and where this is the case, we ensure that the appropriate safeguards are in place. Where you provide us with information relating to another individual, you must make sure that they are aware and where required, you have their consent in the first instance. Our purpose for collecting personal information is generally for arranging and placing insurance contracts, handling claims and fraud prevention. We may also use this information to make you aware of similar services or products that may be of interest to you, however you can opt out of receiving such information at any time by contacting us at info@roxburghinsurance.co.uk. For full details on how we manage and store personal data, including who we might need to share it with and how we keep it secure please see our **Full Privacy Notice** at www.roxburghinsurance.co.uk/Privacy-Policy. A hard copy of this full notice is also available on request.

Preventing and detecting fraud - Insurers pass information to the claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) the Hunter Database run by MCL software Ltd and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers (ABI). The aim is to check information provided and also to prevent fraudulent claims. When dealing with your request for insurance, insurers may search these registers. Under the conditions of your policy, you must tell us about any incident which may or may not give rise to a claim. Any that you do tell us about may be recorded on the registers. For motor insurance, your details will be added to the Motor Insurance Database (MID), run by the Motor Insurance Information Centre (MIIC). MID data may be used by the DVLA and the DVLNI for the purpose of establishing that a driver is insured along with aiding the detecting and prevention of crime. If you are involved in an accident abroad the Motor Insurance Bureau and MIIC may search the MID as can persons pursuing a claim from another country, to gain the relevant information. Find out more by visiting www.miic.org.uk.

Money Laundering/Proceeds of Crime Act - UK Money Laundering Regulations require us to obtain evidence of the identity of clients for whom we act at the start of our relationship and conduct know your customer checks. This will include checks against any sanctions lists. We are obliged to report to the National Crime Agency any situation giving rise to a suspicion of money laundering. A formal report may be made in the following circumstances; however we are prohibited from disclosing any report to the client.

If you need to complain – We want to provide you with an exceptional service, but if at any time you are unhappy with our service or that of any insurer, please visit or contact our office at any time. You

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can also reach us by calling: 0141 952 0371 or email us at info@roxburghinsurance.co.uk You can also find our full complaints procedure here: www.roxburghinsurance.co.uk/complaints

Compensation Scheme - We and your insurer if unable to meet our obligations are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation, for further information about the scheme please visit their website at aaa.fscs.org.uk or call us on contact us at the registered address at the top of this document or otherwise act for you in connection with insurance matters.

Governing Law - This document and all other information we issue, is directed at United Kingdom residents and shall be governed by and work in accordance with, English Law. It is also subject to the jurisdiction of the English Courts.



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