

Berry Insurance Brokers is a trading style of David Roberts & Partners (Insurance Brokers) Ltd

Terms of Business (Updated January 2024)

About this document

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully. If there are any terms which you do not understand, please contact us.

Definitions

"We/us/our" means David Roberts & Partners (Insurance Brokers) Ltd trading as Berry Insurance Brokers, Chancery House, Slaidburn Crescent, Southport, Merseyside, PR9 9YF. Registered number 01329408

"You / Your" means the customer for whom we advise and arrange general insurance contracts.

We are authorised and regulated by the Financial Conduct Authority (FCA). It requires us to give you this document. Please review this information to decide if our services are right for you.

About us

Our FCA register number is 143840 and we are authorised to advise on and arrange general insurance contracts. You can check this information on the FCA's register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0300 500 0597

Our Service

- To assess your requirements based on information provided by you (demands & needs) and source insurance to meet those requirements.
- We will advise and make a personal recommendation once we have assessed your needs
- As Independent Insurance Brokers we have access to a wide range of leading insurers, which allows us to provide the most suitable cover to meet your needs. To achieve this, we will either review a range of products from a number of Insurers (Fair Analysis), offer you a product from a limited number of Insurers (Panel), or specify a product from one provider (Single Insurer). Prior to us effecting cover on your behalf we will confirm on what basis we will be operating. We will supply you with a list of Insurers we may and do conduct business with upon request
- As an insurance intermediary, we normally act as your agent. We also have relationships with insurers and act for them in a limited capacity. We are subject to the laws of agency and will always act in your best interests.
- When arranging instalments, we act as a credit broker and not a lender.
- To assist with any claims or changes you need to make on your policy.
- Provide all documents relevant to your insurance.

Information you need to tell us and your Insurer

Please make sure that all of the information, statements or answers provided by you to us or to your Insurer are correct. If you answer questions incorrectly or fail to include material facts and details your cover may be invalid and your Insurer may refuse to deal with your claim.

If you have any doubts, or are unsure what information you need to declare or what a material fact is, please contact us.

You must take reasonable care when providing any information, statements or answers to us or your Insurer. Answers must be provided honestly and to the best of your knowledge and understanding at the time of arranging your insurance contract and throughout the term of the contract. Your attention is drawn to the importance of the declaration and signature on any proposal form or statement of fact from your Insurer. If you do not answer the questions to the best of your knowledge, your policy may be cancelled or your claim rejected or not fully paid.

Additional information required from Commercial customers

If you are purchasing insurance related to your business or profession you have an additional duty of disclosure as defined in the Insurance Act 2015. This duty is to make a fair presentation of the risk. A fair presentation of the risk is one :-

- which discloses to the Insurer every material circumstance which you know of, or ought to know of (You are obliged to make a reasonable search of information known to you and any other persons for whom cover is provided by the contract, the senior management of your business and anybody else who participates in the process of procuring your insurance)
- which makes that disclosure referred to above in a manner which is reasonably clear and accessible to the Insurer, and
- in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.

A material circumstance is one that would influence the Insurers decision as to whether or not to agree to insure you and, if so, the terms of that insurance. If you are in any doubt as to whether a circumstance is material you should disclose it to the Insurer.

If you do not make a fair presentation of the risk and the Insurer deems the breach to be deliberate or reckless, the Insurer may avoid the contract and refuse all claims. They may also retain any premiums paid.

If the Insurer does not believe the breach was deliberate or reckless they may avoid the contract, alter the terms of the contract or charge you additional premium. Your claim may not be dealt with or any settlement reduced.

Our charges

Our most common forms of remuneration will be:-

- 1.) A commission payable to us by the Insurer, taken from your premium
- 2.) A fee payable by you
- 3.) A combination of a fee & commission
- 4.) Administration fees

Any fees that we charge will be confirmed prior to cover being effected and at each renewal.

Insurers may also provide us with additional remuneration based on the services we provide to them, the volume of business we place with them and the profitability of that business. We will confirm the amount of commission we earn upon request.

If you pay your premium by an external premium finance provider recommended by us, we may also receive remuneration from them.

If you were referred to us by another party we may pay a fee to them.

Following cancellation of a policy or upon a change resulting in a return premium being due to you, we will charge a policy fee equivalent to the amount of commission Insurers will require refunding from us. Where you have paid a fee to us this is non refundable should you decide to cancel your policy / policies. Cancellation due to the insolvency/administration will incur an additional fee of 10% of the premium with a minimum charge of £500.

In certain circumstances we will alter our method of remuneration and where this occurs you will be notified separately prior to cover being effected.

A request for duplicate documentation will incur a £25 administration charge in addition to any amount required by your Insurers.

Should you wish us to continue handling any claims following the cancellation or transfer of your policy / policies there will be a charge of £100 per claim.

All information about you will be treated as private and confidential. We will also assume that any information you supply to us on behalf of a third party is done so with their permission. We are registered with the ICO as a Data Controller. We undertake to comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. Your personal information will be kept secure. We will use and disclose your information to insurers, their agents, the regulator and other third parties in the normal course of administering or arranging your insurance policy. In order to assess the terms of the insurance contract or administer claims which arise, we and the insurer may also need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. We will not use this data except for the specific purpose for which you provide it. More information on how we use your personal data is in our privacy policy that can be found on our website www.drpsinsurance.com or call us for a copy to be sent to you.

Confidentiality and use of your data

We may use information we hold about you to provide information to you about other products and services we offer that we feel may be appropriate to you. Telephone calls may be recorded for training and quality purposes.

Under the Data Protection Act you have the right to request a copy of the personal information we hold about you. To do this please write to us at: Data Protection Manager, David Roberts & Partners (Insurance Brokers) Ltd trading as Berry Insurance Brokers, Chancery House, Slaidburn Crescent, Southport, Merseyside, PR9 9YF. There is usually no charge for this request.

To ensure that insurers can provide you with their best price, ascertain the most appropriate payment options for you and to protect you from fraud, they will use public and personal data from a variety of sources, including a credit reference agency and other organisations. Credit reference agencies share information with other organisations enabling applications for financial products to be assessed, helping to trace debtors and preventing fraud. Credit scoring uses a number of factors to work out risks involved in any application. A score is given for each factor and a total score obtained.

Credit searching and references

Where automatic credit scoring computations are used, acceptance or rejection of your application will not depend only on the scoring process. By applying for a quotation, you agree to these uses of your information. The insurers search will appear on your credit report whether or not you proceed with your quotation, but it shouldn't harm or adversely affect your credit profile.

If you apply for premium financing an enquiry may be undertaken with a credit reference agency. The credit reference agency will add details of the search and application to their record about you whether or not the application proceeds.

Payment

We accept payment by Bank Transfer, debit card and guaranteed cheque.

You may be able to spread your payments through your Insurers Instalment Plan or by a credit scheme with an external finance house (full details will be provided if you request this option).

Client Money

You must settle the premium(s) due in cleared funds in accordance with the amounts and payment dates specified in our invoice. Failure to meet the payment dates may lead to insurers cancelling your policy, leaving you without insurance cover. Please note where insurers have specified that the premium must be settled by a certain date (premium payment warranty) failure to comply can result in automatic termination of your insurance contract.

Should we need to appoint a Debt Recovery Agent to collect any outstanding monies you will be liable to pay all collection fees and commissions.

In most cases premiums are collected in line with agency agreements known as Risk Transfer which means any money received by us will be treated as if it has been received by the insurer. However, for added protection all monies we receive from or in respect of clients is held in a non-statutory trust client account in accordance with FCA rules. Such an account allows us to make advances of credit to enable a client's premium obligations to be met before the premium has been paid by the client. In order to operate this account we must satisfy enhanced FCA conditions for solvency, systems and controls. Your acceptance of these terms of business constitutes your informed consent to us holding your money in this account. No interest will be payable to you in respect of the client account. Any interest earned will remain in the ownership of David Roberts & Partners (Insurance Brokers) Ltd.

We may pass the money you pay to us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover. In some cases this may mean that your money is transferred to a third party outside of the UK where legal and regulatory systems are different. If such a third party fails, your money may be treated differently than it would had the third party been in the UK. If you do not want your money to be passed outside of the UK or if you have any other objections to this section please contact us immediately.

Solvency of Insurers

We cannot guarantee the solvency or financial strength 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 part, should an insurer become insolvent. It may also mean that you would not receive full settlement of any claim.

Awareness of policy terms and conditions

When your policy is issued you are advised to read it carefully as it is this document, along with the schedule / certificate, that details the terms and conditions of the insurance you have purchased. You should make sure the documents are accurate and contact us if they contain any errors. If you are in any doubt about the policy terms and conditions or you do not understand them please contact us for clarification.

Policies transferred into us

Where we are appointed to service insurance policies which were previously arranged by another party we shall not be liable for any loss arising from any errors, omissions or gaps in your insurance cover or advice not provided by us. If you require an immediate review of your insurance arrangements you should advise us and we will confirm a fee for that service. Otherwise we shall review your insurance arrangements and advise accordingly as each policy is due for renewal.

Claims

As part of our service we will help you should you need to make a claim on your policy. All incidents that could possibly give rise to a claim should be notified to us or your Insurer in accordance with the terms of your policy and a claim form completed where required. If you are unsure whether a matter constitutes a claim or not please contact us and we will advise you. Delay on your part in notifying a claim and / or completing claim forms will risk the claim not being paid in part or in full. You should not admit liability or agree a course of action (other than emergency measures to minimise the loss) until you have agreement from your Insurer.

It is your responsibility to have read, understood or queried all documentation on receipt.

Definition of a Consumer and cooling off period

A policyholder acting for purposes outside his/her trade, business or profession. A consumer is entitled to a cooling off period of 14 days following the inception of a new policy.

Definition of a Commercial Customer

A policy holder acting for purposes within his/her trade, business or profession.

Mid Term Changes

It is essential that you advise us of any changes to the risk or material information that you have previously provided. Failure to do so may result in your policy being cancelled and / or your claim being rejected or not fully paid.

The information you have previously provided to us is what your insurance cover has been based upon. Renewals are invited on the basis there have been no changes in the risk or items being insured other than those specifically notified to us (see Mid Term Changes). You should contact us immediately if there are any changes as failure to do so may result in your policy being cancelled and / or your claim being rejected or not fully paid.

Renewals

Motor Insurance Database (MID)

If your policy requires you to populate & update the MID, it is your responsibility to ensure this is done. We accept no liability if the MID is incorrect.

It is our intention to provide you with a high level of customer service at all times. If we fall short of these standards and you wish to make a complaint about our services we have a formal complaints procedure, details of which are available upon request.

Complaints

In the first instance you may wish to contact us in writing, by telephone, or email. Address David Roberts & Partners (Insurance Brokers) Ltd trading as Berry Insurance Brokers, Chancery House, Slaidburn Crescent, Southport, Merseyside, PR9 9YF. Tel: 01704 508400: email: cpritchard@drpinsurance.com. Please address your correspondence to Mrs Cathy Pritchard, Operations & Compliance Manager

If we cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Full details of this service can be found at www.financial-ombudsman.org.uk or you can call them on 0800 023 4567

Restriction of Liability

Except in respect of injury to, or death of, any person relating from our negligence (for which no cap will apply) our liability to you for the services we provide shall not exceed £20,000,000 in connection with any one event or connected events.

Financial Services Compensation Scheme (FSCS)

We are covered by the 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. Further information about compensation scheme arrangements is available from the FSCS. You can contact them on 0800 678 1100 or visit their website www.fscs.org.uk.

Termination

This agreement may be cancelled by either party by giving seven days notice in writing to the other. 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 of our authority to act on your behalf.

Governing Law

This agreement shall be governed by the laws of England and Wales and the parties agree that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English courts.

Statutory

This agreement does not affect your statutory rights.