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## Terms of Business v09

This document sets out the basis of the agreement under which we conduct our business and offer our services to you. You should keep a copy of this agreement with your insurance papers.

If you have any questions about these terms and conditions please raise them with us immediately, otherwise we will assume you are in agreement with them.

TLO Insurance Services Limited ("TLO") is a company incorporated in England and Wales (registered number 3270697) with its registered office at 62 Pall Mall, London, SW1Y 5HZ ("we"/"us"/"our"). We were established in 1996. We are one of the West End's leading independent insurance brokers, with two distinct specialist business disciplines – Professional Risks and High Net-Worth Private Clients. In addition to our London head office, we have regional offices which provide local cover for our clients across the Midlands. As an independent intermediary we have access to a wide selection of insurance companies, the Lloyd's market and also a number of specialist insurance and underwriting schemes.

### Regulatory Status

TLO Insurance Services Limited is authorised and regulated by the Financial Services Authority ("FSA"). Our FSA register number is 310451.

Our permitted business includes:

- Advising customers on insurance contracts (recommending specific insurance policies to customers);
- Arranging (bringing about) deals in insurance contracts (e.g. introducing a customer to an insurer);
- Making arrangements with a view to transactions in insurance contracts (e.g. helping a customer to fill in a proposal form);
- Dealing as agent in insurance contracts (entering into a contract of insurance with a customer on behalf of an insurer);
- Assisting in the administration and performance of an insurance contract (e.g. notifying insurance claims to an insurer and negotiating settlement of the claim on a customer's behalf.);
- Agreeing to carry on any of the above regulated activity

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register), or by contacting the FSA on 0845 606 1234.

TLO is completely independent and has no direct or indirect holding in any other insurance undertakings and no insurance undertakings hold a direct or indirect interest in TLO.

## Confidentiality

Unless required by law, public interest, statutory requirements of our regulator the FSA, or you give us your written consent, information which you supply will be kept confidential to us and the parties involved in the normal course of arranging and administering your insurance. This may include use of your data for making credit reference agency searches. Credit reference agencies share the information with other organisations, enabling applications for premium credit or other financial products to be assessed or to assist in the tracing of debtors or to prevent fraud.

Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. Should you wish to do so, please contact us.

We both warrant that we will duly observe all the requirements of the Data Protection Act 1998 which relate to the processing of data relating to individuals living in the European Union countries.

## Disclosure of Information

It is important that you understand that any information, statements or answers made by you to us or your insurer are your responsibility throughout the term of the policy and must be correct. Your attention is particularly drawn to the importance of the declaration and signature on any insurers' proposal forms. Any failure to disclose facts material to the insurance or any inaccuracies in your answers may invalidate your insurance cover in part or in whole, and could mean that part or all of a claim may not be paid. Facts material to the insurance are matters or information which may influence your insurer as to the acceptability or otherwise of your proposal or renewal and must be disclosed at the earliest opportunity and certainly at each renewal. You are advised to keep copies of documentation sent to you or received from us for your protection.

Your Duties Before inception of cover:

All material information must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked by us or by the insurer. If you become aware that material information that you have supplied prior to the placement of your insurance contract was incorrect you should inform us immediately.

Your Duties After inception of cover:

The duty of disclosure is re-imposed when there are changes or variations in cover and when the insurance contract is renewed or extended. In addition, changes that substantially increase the risk, or relate to compliance with a warranty or condition in the insurance contract must be notified at once. Some insurance



contracts contain an express obligation to notify any changes in risk.

Please consult us if you are in doubt on any aspect of your disclosure requirements.

### **Scope of Service**

TLO selects from a range of insurers based on our experience as insurance professionals. We are not under a contractual obligation to conduct insurance mediation business exclusively with any one or more insurance undertakings. You have the right to request the name of each insurance undertaking with which we may and do conduct business.

### **Negotiation and Placing**

We will discuss with you your insurance requirements, the scope of cover, limits to be sought and potential prices. Where appropriate, we will utilise industry recognised criteria to assess the financial soundness of the proposed insurance markets and will discuss with you any concerns that may arise. We will not in any circumstances act as an insurer nor will we guarantee or otherwise warrant the solvency of any insurer or market.

We will provide you with a Demands and Needs Statement setting out your insurance requirements based on the information you have provided to us.

Insurers may from time to time grant us a binding authority or similar facility under which we will accept business on the insurers' behalf. We may place your insurance business under such a binding authority. These arrangements assist in the prompt and efficient placement of risks and facilitate the service of your business and would be used where they match your insurance requirements or instructions.

On conclusion of the insurance contract we will provide you with a policy document. 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.

### **Claims**

If you have an occasion to claim on your policy you must notify us immediately either in writing, by telephone, by email or fax. Our claims handling services include, upon receiving the required information from you, the notification of the claim or circumstances to insurers; representing you in the resolution of the claim and arranging the collection and or settlement of the claim in accordance with market practice and your policy terms and conditions. Where claims are to be dealt with by insurers directly with you we will provide advice and

support as necessary. Where we collect claims payments, these will be remitted to you as quickly as possible following settlement of the terms.

You should not admit liability nor agree to any course of action other than emergency measures needed to be carried out to minimise the loss until you have agreement from your insurers.

You should note that you are responsible for notifying claims or potential circumstances that may give rise to a claim. In order to ensure full protection under the policy you should make sure that you understand that claims need to be notified to us promptly and the failure to adhere to the notification requirements may entitle insurers to deny your claim. In presenting a claim it is your responsibility to ensure that all material facts relating to the claim are disclosed.

Claims may be made against the policy long after its expiry date for certain classes of business. It is important that you keep your policy documents in a secure place. You are strongly advised to keep, as far as is possible, a complete record of your employers' liability insurance.

### **Complaints**

We always aim to provide a first class service, however if you feel that there are circumstances where we have fallen short of your expectations, you should advise your usual contact who will instigate our formal complaints procedure. Alternatively please write to the Complaints Manager, TLO Insurance Services Limited, 62 Pall Mall, London, SW1Y 5HZ.

In the event of a complaint, you will automatically be provided with a copy of our complaints handling procedures, although copies are available on request. In all cases, we will handle complaints fairly, effectively and efficiently, but if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

### **Financial Services Compensation Scheme**

We are covered by the FSCS. You may be entitled to compensation from the FSCS 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.

### **Documents**

We reserve the right to retain certificates or other policy documents at our offices until all payments due under the policy have been met. Any agreed facilities for payment of premiums by instalments through us will be subject of a written agreement, which will include authority to



retain Certificates of Insurance or other policy documents until all payments have been received.

By accepting this agreement, you agree that delivery of any Certificates of Insurance to us shall constitute delivery to yourself in accordance with statute law. Should we withhold any documents we will ensure you receive full details of your insurance cover.

### **Remuneration**

In consideration of us providing services to you we will be entitled to a fee and/or brokerage. Brokerage is a percentage of the premium paid by you and given to us by the insurer with whom the insurance contract is placed. You have the right to request details of this - please contact us if you would like further information.

We will tell you about fees relating to any particular insurance contract in a separate quotation.

Subject to any regulatory requirements placed on us, brokerage and fees are earned at the time of the placement of the relevant insurance contract and we will be entitled to retain all fees and brokerage in respect of the full insurance contract period in relation to insurance contracts placed by us (even if you cancel the insurance contract and/or terminate our appointment).

### **Payment Terms**

You will provide settlement with cleared funds of all monies due in accordance with the payment within 30 days of the issue of our invoice detailing premiums due, plus any taxes the insurers may be obliged to collect. Prompt payments ensure that all premiums are settled to insurers within their payment terms.

We will advise you if insurers have imposed a specific premium payment warranty or condition. Failure by you to comply with a premium payment warranty or condition may give the insurer the right to cancel your insurance contract coverage or to refuse to pay any claims under the relevant insurance contract. Please contact us immediately if you may not be, or are not, able to comply with a premium payment warranty or condition.

We accept payment by guaranteed cheque, Bank Transfer, BACS, and CHAPS. You may be able to spread your payments through insurers' instalment schemes or a credit scheme which we could arrange on your behalf through a finance provider.

### **Termination**

These terms of business and our appointment shall take effect immediately and shall continue with full force and

effect until completion of the services or until replaced by new terms of business.

These terms of business may be terminated at any time by mutual agreement or by either of us if:

- the other is in material breach of a term of these terms of business, and if such breach is capable of remedy, fails to remedy the breach within 30 calendar days of receiving notice specifying the breach to be remedied;
- the other shall become insolvent, or enter into receivership, liquidation, provisional liquidation or a voluntary arrangement with its creditors, if a party ceases or threatens to cease to carry on business or has an encumbrancer take possession of, or a receiver, or administrative receiver appointed over all or any part of its assets; or
- either you or we serves the other not less than 30 calendar days notice of termination on the other party ("Termination for Convenience")

With effect from expiry or termination (whatever the reason for termination) we shall have no further obligation to perform any services and all sums payable by you shall become due and payable. If we choose to Terminate for Convenience, we will at our option refund any remuneration we have specifically received for services that have not been provided to you. Where a service for which we have specifically been remunerated has been partly provided, we will refund a pro-rata share of our remuneration for that service.

We will consider continuing to handle claims on insurance contracts we have placed for you at your request but only if we are able to do so and can agree an appropriate remuneration.

Subject to any regulatory requirements placed on us, after termination (whatever the reason for termination) we will not retain copies of policies placed by us on your behalf so you should make appropriate arrangements for their safekeeping.

Notice of termination given by either you or us will be in writing and will be delivered personally or sent by first class recorded delivery post to the other's registered address. In the absence of evidence of earlier receipt, any notice or other communication will be deemed to have been duly given if delivered personally, when left at the registered address of the relevant party and signed for (in acknowledgement of receipt) on behalf of the relevant party; and if sent by first class recorded delivery post, 3 clear business days after posting.



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## **Client Money**

Where we act on your behalf we shall hold premiums due to insurers, any claims payments and/or premium refunds due to you as client money ("Client Money"). During the provision of the services to you, we will deposit all payments received in respect of Client Money in a bank account that complies with standard regulations set down by the FSA ("Trust Account"). These regulations seek to protect clients against any inability of an insurance broker to transfer premiums to an insurer or to transfer claims payments and/or premium refunds to the client. Client Money subject to Scottish Law will be held by us acting as your agent.

Where we act on insurers' behalf we shall hold money as insurer money ("Insurer Money"). Premiums received by us will be treated as having been received by insurers whereas claims payments and/or premium refunds will only be treated as having been received by you when they are actually paid to you. We may co-mingle Insurer Money with Client Money when permitted by the FSA to do so

In the normal course of business and within the standard terms of our Trust Account(s) arrangements, we may place part of the Trust Monies into money market funds. We shall retain sole rights to all interest and earnings received on Trust Monies rather than pay them to you. Under the terms of the Trust Account(s) we are responsible for meeting any trust fund shortfalls arising from this.

We will pay premiums directly to insurers and receive premium refunds and/or claim payments directly from insurers or their representatives except where we have engaged the services of another intermediary in which case settlements may then be transferred between us and the other intermediary.

We believe the above arrangements provide you with significant and effective protection for Client Money. Your agreement to all aspects of these arrangements will be assumed unless an objection is registered prior to your first remittance being received by us.

## **Governing Law and Jurisdiction**

These terms of business shall be governed by and construed in accordance with English Law and any dispute arising out of or in connection with it shall be

submitted to the exclusive jurisdiction of the English courts.

## **Third Party Rights**

A person who is not a party to these terms of business has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of these terms of business, other than in the case of a Provider and/or their respective directors, officers, employees and representatives.

## **Severability and Variation**

If any term of these terms of business is or becomes or is found by a court or other competent authority to be illegal, invalid or unenforceable, in whole or in part, under any law, such term or provision or part will to that extent be deemed not to form part of these terms of business and the legality, validity and enforceability of the remainder of these terms of business will not be affected or impaired. These terms of business may only be amended or varied if agreed by both of us in writing.