



Terms of Business

Who we are

Heritage Insurance Brokers C.I Limited ("HIBCI") is registered in Guernsey number 65047 and is licensed by the Guernsey Financial Services Commission as an insurance intermediary no. 2296826

We act as your agent unless otherwise specified in these Terms of Business.

You can find out more about us at www.heritageinsurance.gg

Your responsibilities

Non-Consumer Policies

You are required to make a fair presentation of the risk to an insurer which discloses every material circumstance which you know or ought to know relating to the risk to be insured. This includes information known by your senior management and those responsible for arranging your insurance as well as information which would reasonably have been revealed by a reasonable search of information available to you. A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply with the duty of fair presentation could mean that your policy of insurance is void or that insurers are not liable to pay all or part of your claim(s). The above duty of disclosure is the applicable duty under the laws of England and Wales. You may have different obligations if your policy of insurance is subject to a different law. As a minimum, we expect you to disclose your information in accordance with the duty set out above.

For certain types of insurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the proposal form or questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

Consumer Policies

Consumers must take reasonable care to answer all questions honestly and to the best of their knowledge and belief and not to make a misrepresentation to the insurer. Providing details that are untrue, inaccurate or incomplete may result in the refusal of a claim, alteration of policy terms, insurers reducing the amount of your claim they pay to take account of any increased premium they would have charged and/or your policy being cancelled or treated as if it never existed. If any of the information you provided when you took out your insurance is or becomes inaccurate, you should contact us to correct this.

Which insurers do we use?

In finding a suitable insurance solution that meets your requirements, which may include placing your business under a delegated underwriting authority, we may conduct a market analysis of potential insurers. We are not tied to any particular insurer or group of insurers but, depending on your needs, we may only consider a specific product from a single insurer, or products from a small selection of relevant insurers. A list of insurers we use is available on request. We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

Online Service

You will not receive advice or a recommendation from us online. We may ask questions to establish the suitability of the product offered. You will then need to make your own choice about how to proceed. If you want advice please contact us before making your choice.

Your Duty to Understand Your Policy Documents

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions as any failure to comply with these terms may invalidate your cover. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that you keep all of your policy documentation in a safe place. It is our current practice to retain customer information for at least six years. After this period, your information may be destroyed at our discretion without notice to you.

Fees and Charges

We are remunerated by way of commission from the provider of any policies arranged for you or by way of a fee paid by yourselves with all commission payable by insurers rebated to you. The cost of this commission payment is included in the standard charging structure for your policy. In addition to the commission paid to us, we also reserve the right to charge fees subject to prior notification and approval.

Payment default

In the event of a payment default, the total outstanding premium(s) plus any service charge will become due, and if not received the insurer or Heritage may cancel the policy. Insurance policies are annual contracts and in the event of mid-term cancellation, the insurer or HIBCI may not allow a return of premium. Cancellation charges vary due to circumstances but the return premium (if any) is unlikely to represent a pro-rata proportion of the annual premium. Also, if your policy has been subject to a claim where your insurer has made a payment, you may not be entitled to any refund and will have to pay the annual premium in full (which may mean completing all of your remaining Direct Debit payments). Any balance outstanding on the policy following cancellation may be collected in full by Direct Debit. If we are unable to obtain settlement of any outstanding balance, your details may be passed to a debt collection agency and legal proceedings may be commenced against you to recover the debt plus any Court costs. In addition you may be liable for any costs incurred by HIBCI. Cancellation of the Direct Debit will not immediately cancel the policy and does not constitute a request to cancel the policy.

To report a claim

Please begin by calling our claim number:-

Guernsey 01481 740000

HIBCI or your insurer must be notified as soon as possible of any claims, or circumstances which could give rise to a claim. When you notify us, you must take reasonable care to answer honestly and accurately all of the questions we ask you. If you are paying by instalments and a claim has been made by you, or against you, the full annual premium is due and you will be required to pay us or our third party credit provider any outstanding balance on the instalment agreement. If you paid for your policy in full and a claim is made no refund is due.

How to amend your policy

You can amend your policy by calling:

Guernsey (including Alderney and Sark)

Phone: (01481) 740000

Email: contact@heritageinsurance.gg Please quote your name and policy number. Inception of cover, or changes to your cover, are only effective when confirmed by HIBCI in writing or by the issue of a cover note.

Cancellation

You have the right to cancel your policy at any time during the period of insurance. Should you cancel your policy outside of the insurer's 14 day cooling off period (where applicable), your refund will not reflect the unused portion of your policy. Many insurers impose a cancellation fee and can also apply a short period cancellation charge. For example, if your policy has been effective for six months and you wish to cancel, you may receive much less than 50% of the premium back (please see your policy wording for full terms and conditions). Also, many products such as annual travel policies, breakdown insurance, legal protection and excess protection (irrespective of whether they were purchased as a separate policy or an additional benefit) do not offer any refund after the 14 day cooling off period. Administration fees are not subject to any refund irrespective of when the policy is cancelled.

Renewing your policy

We will invite your renewal in good time prior to the renewal date, supplying you with the relevant information for your consideration to allow you to make an informed decision. If you have paid your premium using our third party credit provider by Direct Debit we will include instalment amounts and will automatically renew the policy for you. You will receive separate notification of your instalment amounts and the dates due. Cancellation of the Direct Debit will not stop the renewal of the policy so you must notify Heritage if you do not want to renew the policy.

Insurance/client monies

We will safeguard client money by holding it in a trust client account. We may hold premiums as an agent of the insurer. This means that your premium is deemed to be received by the insurer upon receipt by us. This is dependent on the terms of business agreement under which the individual insurer trades with us. Where we cannot hold premiums as an agent of the insurer we may ask you to make payment of the premium direct to the insurer. Any interest earned on the Insurance Broking Trust Account is retained by HIBCI.

Payment to third parties

We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. This may include brokers and settlement agents outside of Guernsey. The legal and regulatory regime applying to a broker or settlement agent outside of Guernsey may be different from that of Guernsey, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in Guernsey. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

Confidentiality/data protection

All personal information about you will be treated as private and confidential (even when you are no longer a customer) except where the disclosure is made at your request, with your consent, in relation to arranging your insurance or where we are required to by Law. Some or all of the information you supply to us in connection to your insurance proposal will be held on computer and may be passed to insurance companies for underwriting and claims purposes. Information supplied by you online may be used to contact you in connection with your enquiry. In addition, we may use some of the information to advise you of other products and services offered by members of the Gallagher Group. If you do not wish to receive such details, please contact our Compliance Officer at the address shown below. We may pass information about you to credit reference agencies if you require payments by instalments and may also pass to them records of your payment history with us. Information about you may be exchanged by your Insurer with other insurance companies for underwriting and claims handling purposes. In the event of a claim information may be passed to Loss Adjusters and/or repairers to assist with the handling of your claim. In some circumstances, it may be necessary to transfer your information (which may include personal data and sensitive personal data) outside the European Economic Area. In doing so, we will undertake appropriate technical and organisational measures to ensure it is protected. Under relevant Data Protection law you have the right of access to see personal information about you that is held in our records. If you have any queries, please write to our Compliance Officer at the address shown below. Full details of our Privacy Policy are available on our website www.heritageinsurance.gg

Making a complaint

We are committed to providing you with a first class service but we recognise that there may be an occasion when you feel we may not have done this and wish to make a complaint.

Please write to the appropriate undernoted company:

The Managing Director, Heritage Insurance Brokers C.I. Limited, PO Box 225, Heritage Hall, Le Marchant Street, St Peter Port, Guernsey, GY1 4HY

Or telephone:- Guernsey (incl. Alderney & Sark) (01481) 740000

Or email the person with whom you have been dealing and we will acknowledge your letter/email within 24 hours and provide a further response within 10 working days or email compliance@heritageinsurance.gg

For Lloyd's policyholders

If you are unhappy with the initial response to your complaint, you may if you wish, refer your complaint to Lloyd's, who will investigate and assess this complaint. Lloyd's contact details are as follows:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA
Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Web: www.lloyds.com/complaints

Financial Services Ombudsman

If your complaint is not resolved to your satisfaction you may be able to refer the matter to a Financial Services Ombudsman:

Guernsey (including Alderney & Sark) - The Channel Islands Financial Ombudsman service is available for consumers, microenterprises and certain Channel Island charities. You can contact the Ombudsman's office at PO Box 114, JE4 9QG, by telephone on 01481 722218, by email at complaints@ci-fo.org or through the website at www.ci-fo.org

Termination of this agreement

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate this agreement:

(a) by giving not less than 30 days' notice in writing to the other; or

(b) immediately if the other party enters into any form of liquidation, receivership, administration or bankruptcy.

Notwithstanding anything else contained in this agreement, we are not under an obligation to act for you, or to continue to act for you, if to do so could breach any laws, regulations or professional rules. If we consider that we cannot act for you (or continue to act for you) because we reasonably believe that to do so could breach any laws, regulations or professional rules, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Consequences of termination

In the event that our services are terminated, we reserve the right to retain our earnings in respect of the policies we have placed on your behalf.

Contact:

**Heritage Insurance
Brokers C.I. Limited**
Heritage Hall
Le Marchant Street
St Peter Port
Guernsey
GY1 4HY

T: +44 (0) 1481 740000

Law Applied

Unless you agree otherwise with us, Guernsey law will apply when dealing with Heritage Insurance Brokers C.I. Limited.

Language

We will provide the Terms and Conditions of this policy, which apply for the duration of the contract, and any communications between us and you in English.

www.heritageinsurance.gg

enquiries@heritageinsurance.gg

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Heritage Insurance is a trading style of Heritage Insurance Brokers C.I. Limited, a company which is licensed by the Guernsey Financial Services Commission for General Insurance Mediation Business.
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