

## Client Terms of Business

**Please read this document carefully. It sets out the basis on which we agree to act for you and contains some information about us and our regulatory responsibilities.**

Pound Gates of Hyde Park House, Crown Street, Ipswich IP1 3LG United Kingdom, is an intermediary that provides risk management advice and arranges insurance solutions for businesses.

Pound Gates is the trading name of Pound Gates and Company Ltd.

We are regulated by the Financial Conduct Authority (FCA) and our FCA Firm Number is 304300. This information can be checked on the FCA's Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

In certain trade sectors, and for some policy/business types, it is our general practice to offer terms from our main scheme insurers only. For other forms of insurance we use a wider market approach.

We comply with the FCA Regulations relevant to our activities as an insurance intermediary. Including:

- ▶ conducting our business with integrity and paying due regard to the interests of our customers, treating them fairly;
- ▶ conducting our business with skill, care and diligence;
- ▶ taking care to establish and maintain systems and controls that are appropriate to the type and size of our business;
- ▶ managing any conflicts of interests in a fair manner, whether they arise between us and our clients or between clients;
- ▶ paying regard to the information needs of our clients and communicating information to them in a way which is clear, fair and not misleading;
- ▶ handling client money appropriately.

### Your Demands & Needs

As a regulated insurance broker we provide professional advice on the insurance products we offer. These are based on our understanding of your Demands & Needs, which will be recorded during initial discussions with you and at each subsequent renewal.

### Instructions from you

In order to avoid any misunderstanding, on either side, we require full written instructions from our clients, detailing all relevant information and the required actions before we arrange insurance. In urgent cases we will accept verbal instructions provided that we receive prompt confirmation by letter or email.

### Proposal forms

In most cases, we ask our clients to complete, sign and date a proposal form. We are happy to help you complete the form, but the responsibility for accuracy and full disclosure rests with you.

### Your duty of disclosure

You have a duty to disclose all material information to insurers, whether or not you have completed a proposal form. If you are a commercial client, or someone buying insurance mainly for purposes related to your trade, business or profession, you have a duty to give a "fair presentation" of risk to insurers. This means you must disclose every material circumstance which you, your senior management or persons responsible for arranging your insurance, know or ought to know following a reasonable search. This obligation arises before your cover is placed, when it is renewed and at any time that it is varied. You should declare 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 information could include:

- ▶ Special or unusual circumstances relating to risk;
- ▶ Any particular concerns which led you to seek insurance cover for the risk;

The information must be presented in a way which is reasonably clear and accessible to a prudent insurer. If you are in any doubt as to whether information is material you should disclose it as a matter of precaution.

Please note in the event of insurers declining/refusing or cancelling cover as a consequence of non-disclosure or misrepresentation by you, we reserve the right to charge a fee for our services to cover the reasonable cost of making insurance arrangements on your behalf.

### Information we provide

We aim to:

- ▶ provide you with quotes and terms in good time for you to make an informed decision regarding the insurance cover you require;
- ▶ give a summary of the options open to you – if, for example there's more than one relevant product or insurer, we will explain the differences in cover and cost;
- ▶ explain the key features of the insurance proposed including:
  - the basis of cover and benefits,
  - any significant, relevant or unusual restrictions, exclusions, conditions or obligations.

Copies of full policy wordings are available on request.

### Credit Checks

We, and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. Any credit reference search may appear on your credit report whether or not your application proceeds.

### Confirmation of cover

After receiving instructions from you to place or renew insurance cover we will provide you with cover notes and/or written confirmation that cover has been put in place. This will normally be sent to you within ten days of the date when cover commences.

You agree to review all information upon receipt and inform us immediately if the details of the cover or the participating insurers do not meet with your approval, or do not reflect the instructions you have given to us. In particular, you should advise us if any element of cover required is excluded.

### Insurance documents

When you receive insurance documents from us, such as insurer policy wordings, please read and check them carefully. If any information is incorrect or not suited to your needs, please inform us as soon as possible. Failure to do this could mean that your cover is insufficient or incomplete and might not provide you with recompense in the event of a claim.

Please contact us immediately if you need to make any mid-term changes to your insurance so that we can obtain approval of the changes from your insurers and establish details of any further information that may be required.

### Settlement terms

Prompt payment of our invoices for premiums, duties, fees and tax enables us to make the necessary payment to insurers within our terms of credit with them. Under certain circumstances, insurers may impose a specific condition requiring payment of premium by a certain date

If you pay for your insurance by credit agreement or insurer's payment scheme, you must return any signed credit agreement documentation within 7 days of receipt.

For other payment methods, our terms are 14 days (unless we agree something different in writing).

For the avoidance of doubt, we have no obligation to fund any monies owed by you to insurers and will have no responsibility for any loss which you may suffer as a consequence of insurers cancelling the insurance or taking any other steps as a result of the late or non-payment of such sums if this is attributable to you.

The settlement of premiums in good time is your responsibility.

### Methods of payment

Cheque: Made payable to Pound Gates

BACS payment: Lloyds Bank PLC  
13 Cornhill, Ipswich, Suffolk IP1 1DG.

Sterling account: 01737598  
US Dollar account: 11123017  
Euro account: 86043279  
Sort Code: 30-94-55

Premium payment may, on occasion, be by a credit arrangement. Generally the facility we use is provided by Close Brothers Premium Finance (Close Brothers Limited t/a). Alternative arrangements may be available for you to consider, depending on your financial status and the nature of the premium to be financed. Details of any lower cost options will be provided to you.

### Handling money

Except where we inform you specifically to the contrary, when we receive premium from you and until such time as that premium is paid to insurers, we hold such money as an agent of the insurer. This means premium is deemed to be insurer monies as we hold Risk Transfer status with most insurers.

Where we do hold money on your behalf it will be held in a statutory trust account designated in accordance with FCA client asset rules.

In accordance with FCA client asset sourcebook, money will only be held on behalf of an insurer or underwriter in accordance with a written agency agreement between the insurer and ourselves.

We do not accept any payment in cash. Our bank details are given on all invoices and are also available upon request.

### Costs and remuneration for our services

- We will provide details of the premium costs of the insurances we offer;
- We will, other than for arranging credit agreements, not impose any fees or charges in addition to the premium required by the insurer without first disclosing the amount and purpose of the charge;
- We will be paid for arranging the insurance in the form of commission paid to us by the insurers underwriting the insurance unless we have an arrangement with you that our services are provided for an agreed fee;
  - Commission is a percentage or agreed proportion of the premium(s), excluding taxes, paid by insurers to us for arranging and administering one or more policies on your behalf.
- In addition to such commission, or agreed fee basis of remuneration as appropriate, we are entitled to benefit from:
  - earnings we are able to generate due to the volume and/or profitability of business placed with certain insurers and premium finance providers, and,
  - earnings we generate through management of cash balances held on behalf of insurers and clients which are not identifiable to any specific account, and,
  - levies on premiums we handle, which are paid by certain insurers, for services we carry out on their behalf and that are not part of our services to our clients
- At your request we will disclose promptly to you the commission and any other remuneration we earn (where applicable) as a result of placing or renewing your insurance cover

On occasions we may charge an arrangement fee. This will be due to us either receiving limited or no commission from the insurer or the intermediary with whom the policy is placed. In all cases such arrangement fee will be disclosed to you in advance of placement of the policy,

We also reserve the right to make a fixed charge of £30 to cover administration of payment defaults such as bounced or stopped cheques or defaults of direct debit or premium instalment arrangements.

Should you cancel the insurance cover we have arranged on your behalf during the cover period, you should note that the element of premium relating to our commission as originally earned (or fees where applicable) will not normally be refunded.

## Claims

It is essential that you notify us as soon as possible of any losses, claims, or circumstances which could give rise to a claim. Failure to do so in accordance with policy conditions may result in insurers declining a claim.

If you are in any doubt as to whether a circumstance exists that might give rise to a claim you should notify us as a precaution.

When you advise us or your insurer of a claim, you must provide all material facts. The insurance documents we provide to you will generally describe the procedures and conditions relevant to making a claim under your policy.

Where we agree to provide a claims handling service we will:

- ▶ provide guidance to assist you in pursuing the claim;
- ▶ handle claims fairly and promptly, keeping you informed of progress;
- ▶ inform you in writing if we are unable to deal with any part of a claim;
- ▶ advise you as soon as possible of claim settlement details.

In the event that an insurer becomes insolvent or delays making settlement, we will not accept liability for any unpaid amounts. Similarly we will not be responsible for any shortfall between the claimed amount and insurers settlement figure, unless it is due to an error on our part.

We reserve the right to charge a fee to continue handling any claim(s) for you on policies that you have not renewed, or replaced with equivalent covers, via ourselves.

Where we have been given authority by an insurer to negotiate and settle claims on their behalf then we act as their agent in claims handling matters, rather than on your behalf.

## Insurer financial stability

We monitor the quality of Insurers we use. However we do not guarantee the financial standing and solvency of any insurer that we access and we cannot guarantee the future stability of any insurer to meet its policyholder obligations.

The ultimate decision on the suitability of any insurer rests with you. If you have any concerns about the financial standing of your insurer please contact us immediately.

Responsibility for premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

## Protecting your personal data

The privacy and security of your personal data is very important to us. Our full privacy notice can be found on our website at [www.poundgates.com/privacy-notice](http://www.poundgates.com/privacy-notice). Our privacy notice details how we handle your personal data, including special categories of personal data (which is subject to certain exemptions for the purposes of transacting insurance). Our privacy notice is also available in hard copy or electronic format on request.

## Limitation of Liability

So far as is permitted by law our liability to you, unless we have accepted otherwise in writing, shall be limited to £5,000,000 in respect of any and all insurance mediation activities undertaken by us in respect of any one claim. For the purposes of this limit, more than one mistake on a matter or transaction is considered as one mistake.

We are not liable to the extent that our mistake results from something you fail to do (such as giving us incorrect information, or not giving us information at the time we ask for it). We do not accept liability for the acts, errors or omissions of any Pound Gates' Introducer Appointed Representative.

## Professional indemnity insurance

We carry professional indemnity insurance in accordance with the requirements of the FCA. Full details are available on request.

## Complaints

We are dedicated to providing a prompt, efficient and professional service in all our dealings with you.

Maintaining the highest standard of customer service is of key importance to us, and your comments help us to identify areas for improvement in our service.

In the unlikely event that you have a complaint, in the first instance please contact:

### The Complaints Manager

Pound Gates  
Hyde Park House, Crown Street,  
Ipswich, Suffolk IP1 3LG  
Telephone 01473 346046

We are committed to dealing with any complaints promptly and efficiently and will at all times comply with the FCA rules and any other rules we are subject to. :

- ▶ If your complaint cannot be resolved by close of business on the third business day after receipt we will promptly issue written acknowledgement of receipt, advise you who is dealing with your complaint and provide details of our complaints procedure.
- ▶ Keep you informed thereafter of the progress of the measures being taken aimed at resolving your complaint
- ▶ inform you in our first response if the complaint is in respect of the actions of a party other than ourselves, (for example an insurer).
- ▶ give a detailed response to you within 4 weeks. However if this is not going to be possible, we will let you know before this period expires;
- ▶ in all circumstances provide a final response to you within 8 weeks of your complaint being received.

If you are not satisfied by our response to your complaint you may be able to take the matter to the Financial Ombudsmen Service (FOS). When we respond to you we will provide you with information about the FOS.

## Compensation

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 you are, the insurance cover we have placed for you and the circumstances of the claim. For compulsory classes of insurance (such as third party motor insurance), insurance advising and arranging is covered for 100% of any claim, without upper limit. For other classes, insurance advising and arranging is covered for 90% of the claim, without upper limit. Further information about compensation arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephone on 0800 678 1100.

## Governing law

These terms of business shall be governed by and construed in accordance with the Law of England and Wales.