

# Terms of Business

## Introduction

This terms of business comes into force on the date you receive it from us and will remain in force until you are provided with revised terms. MJ Harvey Insurances is an insurance intermediary acting on your behalf in arranging your general insurance. We provide the following services, the initial arrangement of cover, mid-term alterations and renewal processing. We will normally advise and make a recommendation for you after we have assessed your needs. This will include the type of cover you seek together with the costs. We offer products from a range of insurers for Car Insurance, Commercial Vehicle Insurance, Household Insurance, Travel Insurance, Motor Cycle Insurance and Commercial Insurance and Protection Insurances (Life Assurance, Critical Illness Insurance, Income Protection etc). The list of insurers we offer insurance from is available upon request.

## Our status

MJ Harvey Insurances is authorised and regulated by the Financial Services Authority. Our FSA Register number is 306004. Our permitted business is advising and arranging general insurance contracts. 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 6061234. The FSA is the independent watchdog that regulates financial services. It requires us to give you certain information to decide if our services are right for you.

## Our service

In arranging insurance for our customers, we act as an Independent Intermediary. Our service includes advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. For the majority of insurances, we provide advice based on a 'Fair Analysis' of the market, however on certain products we offer advice on a limited number of insurers/underwriting agencies. We can also assist you with making a claim. Please note that our Uninsured Loss Recovery Scheme is not an insurance product and is not covered by Financial Services Authority (FSA) Regulations. We will give you full details of any such arrangements before you make any commitment on any product we offer you.

## Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. Failure to disclose information pertaining to your insurance, or any inaccuracies in information given, could result in your insurance policy being invalid or cover not operating fully. It is important that you ensure all statements you make on proposal forms, claim forms and other documents, are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document. You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance. Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as 'Spent'. You are advised to keep copies of any correspondence you send to us or direct to your insurer. **If you are in any doubt about whether information is material, you should disclose it.**

## Charges

In addition to the premium charges by Insurers we may at our discretion make an additional charge to cover administration costs. This charge may be in addition to our commission or, as some insurers do not pay commission on some classes of insurance, may be in lieu of commission.

Any charge made will be confirmed in writing and will not exceed 20% of the premium. Any charge will be payable upon receipt of your instruction.

Examples of some administration charges are as follows:

### Non Commercial Policies

Policy cancellation up to	£25
Mid Term Adjustment up to	£25
Tax Cover Notes up to	£15
Duplicate Certificates up to	£15
General Administration up to	£25
New Business up to	£25
Renewal up to	£50

### Commercial Policies

Fees for New business, mid term adjustment and renewal will be variable up to 20% depending on rate of commission paid by insurers but will be confirmed at the time of quotation.

### Protection Policies (Life Assurance etc)

We do not charge a fee on these policies

## Confidentiality and data protection

All personal and sensitive information about our customers is treated as private and confidential. We will use and disclose the information we have about customers in the normal course of arranging and administering their insurances, and will not disclose any information to any other parties without their written consent. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our customers is correct, and shall use it to provide quotations when policies fall due for renewal. In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded. We may pass information about you to credit reference agencies for the purposes of arranging payments by instalments, and may also pass to them details of your payment record with us. Under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other related queries, you should write to us at the above address.

## Access to records by a regulator or complaints resolution body

We may have to allow access to your records by a regulator or a complaints resolution body, or their appointees or representatives, who have been appointed to undertake monitoring or investigatory activities.

## Motor and home insurance anti-fraud registers

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the Registers.

## Motor Insurer Information Centre (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which the police and other government agencies have access. This helps the pursuance of claims following accidents and assists in the detection of people who drive uninsured.

## Use for marketing purposes

We may use information held about you, to provide you with information about other products and services which we offer, and which we feel may be appropriate to you, by email, telephone, post or other means. You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address.

## Claims

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring which may give rise to a claim under your policy, you should notify the insurer direct as soon as possible using the contact details in your policy document. When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and, in any event, within 2 working days. We shall use our best endeavours when acting on your behalf in relation to a claim, to do so with due care, skill and diligence. We shall advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss. If there is any conflict of interest, we shall only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and you have given that consent for us to handle the claim. We shall forward any payments received from insurers in respect of any claim, to you, without delay. We shall notify you of any request for information we receive from your insurers.

## Complaints

It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet these standards and you wish to register a complaint then please contact Niall Harvey, either: In writing to MJ Harvey Insurances, 58 Main Street, Pomeroy, Co Tyrone, BT70 2QH. By telephone on 028 8775 8323. We will acknowledge your complaint in writing and tell you how we will handle it. If we are unable to settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. A copy of our full Complaints Handling Procedures is available on request.

## Cancellation rights

You May have a statutory right to cancel your insurance contract within a short period. Please refer to your policy summary, policy document or renewal notice for details. If you wish to cancel outside this period you may not receive a pro-rata refund of premium. We will also deduct commission from any return premium due to you.

## Premiums and financial aspects

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 494910. We normally accept payment by cash, guaranteed cheque or the following credit/debit cards – Visa, Mastercard, Switch, Visa Debit or Delta. You may be able to spread your payments through insurers' instalment schemes, a credit scheme with a third party finance provider, or a facility we have arranged ourselves. We shall give you full information about your payment options when we discuss your insurance in detail. We may keep certain documents, such as your insurance policy documents or Certificate, while we are waiting for full payment of premiums. In these circumstances, we shall ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.

## Risk Transfer

Premiums that we collect from you are held in an insurance broking bank account specifically used for the purpose of holding client premiums. By virtue of agreements we hold with insurers, we collect premiums as agent of the insurer. Therefore, once we have collected premiums from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer. We will remit the premiums to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers.

## Client Money Segregation (Statutory Trust)

Premiums that we collect from you will be segregated into and held in a Client Money Bank Account. The client money will be held by us as trustee on your behalf. The Client Money Bank Account is set up as a trust governed by FSA rules. This means that once the client money is segregated into the Client Money Bank Account, it falls into our legal ownership but remains in the beneficial ownership of customers whose premiums are deposited in the Account. If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the client money in the Account according to their respective interests in the client money. The costs relating to the distribution of client money may have to be borne by the trust.

## Return premiums

Return premiums usually arise if an insurance risk is reduced or a policy cancelled. On a return premium, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you. In view of the costs involved, we shall not issue any return premium that is less than £20 (after deducting reclaimed commission). An amount less than £20 will be held to your credit and can be utilised against any future insurance policy with us. If a policy is cancelled, we shall refund any return premium due (after deduction of the commission and our charge).

## Quotes

When we supply you with a quotation we will confirm how long this will be valid for on the terms we have quoted, give you a written quotation including all the information you need to make an informed decision and give you a summary of the policy coverage.

## Policy terms, conditions and warranties

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

## Renewal premiums paid by instalments

In good time before the renewal of your policy, we shall contact you with the renewal premium and terms for the coming year.

If it is your intention to renew the policy, no action is required by you, but we would ask that you try to contact us before renewal to confirm that you wish to renew. If you have not contacted us before the renewal date, we shall renew the policy automatically on your behalf. We shall send out your new certificate of insurance and / or policy schedule to you.

If you do not wish to renew the policy, please let us know as soon as possible. We should also advise you to cancel your direct debiting instruction with your bank prior to renewal date.

## Disclosure of commission

If you would like to know the amount of commission that we are paid in respect of your insurance contract, this information is available on request.

## Earning interest on customer premiums

We hold premiums that you pay to us in a Client Money Bank Account. Under FSA Regulations we have to inform you that we may earn interest from the money held in our Client Money Bank Account which may exceed £20 for any one transaction that you make with us. Our policy for the payment of interest is that we will keep any interest earned. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

## Customer money passed to another person

In accordance with FSA Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid us, in payment of an insurance premium, to another insurance intermediary.

By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

## Compensation

We are covered by the Financial Services Compensation Scheme (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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## Termination

You or we may terminate our authority to act on your behalf at any time without notice period or penalty. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already initiated. Any business currently in progress will be completed unless we receive your instructions to the contrary. Any fees outstanding at the date of termination will be due within four weeks of the termination date.

## Governing law

### Other taxes or costs

Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, nor imposed, by us.

**If you require a copy of this document in larger type please ask.**