



Scope of Service

Terms of Business



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Tel: 01206 760780 Email: enquiries@wrsinsurance.co.uk

WRS Insurance Customer Service Policy Statement

“Our aim is to provide you, our customer, with a professional and friendly experience, meeting or exceeding your expectations, with each and every transaction. We want your experience with us to be so good that you are happy to refer us to others.”

We operate in a competitive environment and we recognise that you have options. If your experience with WRS Insurance meets or exceeded your expectations, then please let us know about it, post in a social media site and share your comments with others.

If however your experience with us has not met your expectations, then please let us know as soon as possible. While we work hard to ensure that you are happy, we may occasionally fall short. If we do, then we ask that you let us know about it, and give us an opportunity to make it right. We hope you find this to be a fair approach.

We're glad you have chosen WRS Insurance Brokers as your insurance provider and we look forward to a long and mutually beneficial relationship.

In arranging and administering your insurance we will:

- Discuss your insurance requirements with you and use our experience and access to the market place to find a competitive policy which meets your needs;
- Based on our experience, give a personal recommendation of the most suitable policy we have sourced and provide you with clear and comparable information about the cost and cover which this provides;
- Subject to your approval, place cover on your behalf and process your payment; and
- Obtain policy documentation from insurers and check this is accurate and sent to you in good time.

Should you need to amend your policy during the period of insurance we will:

- Take your instructions and confirm details to insurers;
- Obtain terms and highlight any changes in these to you; and
- Obtain amended documentation from insurers and ensure this is correct and sent to you in good time.

When your policy is due for renewal we will:

- Contact you in good time to let you know when your policy is due for renewal;
- Obtain a quotation from your existing insurer, review the terms and highlight any changes;
- Based on our experience of the market place, where appropriate, obtain alternative quotations and give a personal recommendation of the most suitable policy we have sourced along with clear and comparable information about the cost and cover which this provides;
- Renew the policy based on your instructions and process your payment; and
- Obtain policy documentation from insurers and ensure this is correct and sent to you in good time.

Often a policy will determine that claims are reported directly to insurers, but we are still on hand to assist. Should you need to make a claim we will:

- Provide you with guidance on how to make a claim from your insurer;
- Give advice on how to complete the necessary documentation;
- Pass on any requests or payments made by insurers in good time; and
- Where necessary, negotiate with insurers on your behalf;

Terms of Business

Applying to General Insurance customers – You should carefully read these Terms that apply to our appointment by you and the services we will provide.

Company Contact Details

SEIB Insurance Brokers Limited T/A WRS Insurance Brokers is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number is 479477. Our registered address is Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. We're permitted to arrange, advise on, deal as an agent of insurers and assist in claims handling with respect to non-investment insurance policies. SEIB are also authorised by the FCA in respect of Consumer Credit Business. You can check these details on the Financial Services Register by visiting the FCA website www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768.

About the firm

WRS Insurance Brokers is an independent Insurance Intermediary

Our Service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. The advice given by the firm is on a personal recommendation based on a fair and personal analysis of the market, however for some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service. In circumstances the firm does not give a personal recommendation on the basis of a fair and personal analysis and we will provide you with the name of the insurers which the firm may and does conduct business with We will give you details of these arrangements before you make any commitment on any product we offer you.

We will explain the main of the products, cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. We will make features a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis.

We will also make clear in our documentation prior to conclusion of the contract areas where we are acting as agent for the customer, the insurer or both

Limitations and exclusion of our liability

The following provisions set out our entire financial liability to you

You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services, whether in contract, tort (including negligence) breach of statutory duty ,or otherwise(including our liability for the acts or omissions of our senior management ,employees and any appointed representatives shall be limited in all circumstances to £5,000,000 (five million pound) per claim, however, our liability for multiple negligence claims arising out of one single cause, is limited to an aggregate amount of £5,000,000. Any claim or series of claims arising from one act, error, omission, incident or original cause shall be considered to be one claim. We shall not be liable to you for any loss of profit or loss of business whether directly or indirectly occurring and which arises out of or in connection with the provision of our services .Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and /or varying the exclusions set out above.

Important Information (consumer customers only)

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to take reasonable care not to make a misrepresentation to an insurer.

Under the act a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession.

A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance.

Under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless or careless.

If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations please contact us immediately.

The duty of fair presentation (non consumer customers only)

It is your responsibility under The Insurance Act 2015 to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business.

You must disclose every material circumstance which you know or ought to know, or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith.

If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium

If in doubt about any point in relation to material circumstances and reasonable search please contact us immediately.

Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against The Office of Financial Sanctions Implementation (OFSI) HM Treasury consolidated list of Financial Sanctions Targets in the UK as part of the information gathering process.

We are obliged to report to the National Crime Agency and or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

Consumer Credit

We are authorised and regulated by the Financial Conduct Authority in respect of our current Consumer Credit Permissions.

Solvency of Insurers

We cannot guarantee the solvency 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 in part, should an insurer become insolvent.

Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically.

If you choose to pay for your insurance premium using a finance provider your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and subsequently a document outlining key features of their credit agreement with you including any fees they apply and the cost of default charges, it is important that you take time to read this document and must contact us if you do not receive this. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. Where your policy is paid via the finance provider and you choose to renew your cover, we will again continue to pass your details to them. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the finance provider. In certain circumstances we may be contractually obliged by the

finance provider to notify your insurer to cancel the policy. Where we are not contractually obliged to do so by the finance provider, if you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being informed of non payment under the credit agreement, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use this refund to offset the amount levied by the finance provider on the firm. If this amount is not sufficient to cover all our costs we reserve the right to pursue any additional debt owed to the firm through a due legal process.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful.

Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. To use the finance provider's facility you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status.

If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding.

We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you.

Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim.

Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request.

Please contact us for guidance on claiming under your policy.

Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Refunds section. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

Charges/Fees

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. These fees are non-refundable.

Annual Premium:	Under £1,000	£1,001 to £5,000	£5,001 and above
New Business	£35	£60	£120
Renewal	£35	£60	£120
Mid Term Adjustment	£35	£35	£35
Lost Papers or documents	£35	£35	£35
Temporary Change	£35	£35	£35

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding 30% of the premium, and will advise you of the actual amount at the time of quotation or renewal. These fees may be subject to change. Where there are

changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. To the extent that it is not possible for an amount to be given the firm will provide the basis for its calculation.

Remuneration

In good time before the conclusion of the initial contract of insurance and if necessary, on its amendment or a renewal the firm will advise you

(a) On the nature/ type of remuneration the firm received in relation to the contract of insurance

(b) In relation to the contract of insurance the basis/source of the remuneration.

1. a fee that is remuneration paid directly by you to the firm or
2. a commission of any kind that is a remuneration included in the premium; or;
3. any other type of remuneration including an economic benefit of any kind offered or given in connection with the contract; or

You are entitled, at any time, to request further information regarding the amount of any commission which we may have received as a result of placing or renewing your insurance cover.

We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer. We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers claims management services and others. Please ask us should you require further information. Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a single Finance Provider /Finance Provider selected from a limited panel, and we may receive a commission for introducing you to them. The firm will advise the customer of any commission payable by the lender in relation to a credit agreement where knowledge of the existence or amount of commission could affect the impartiality of the firm in recommending a particular product or have a material impact on the customers transactional decision.

Refunds

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Your attention is specifically drawn to the following:-Where you cancel your policy after the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled. The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned. For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £10. Bank details may be retained for the purposes of refunds and claims payments that may be made by BACS.

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so:

- In writing to the Complaints Manager Lena Quilley
- By telephone on 01206 760780
- By e-mail at enquiries@wrsinsurance.co.uk
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website. www.financial-ombudsman.org.uk

Further details will be supplied at the time of responding to your complaint.

We are a firm that sell products online and are required to inform you of the availability of the online dispute resolution (ODR) platform to assist you if we are unable to resolve your complaint this facility will direct you to the alternative disputes resolution (ADR) provider for the firm who in this case is the Financial Ombudsman Service (FOS) and you may therefore wish to contact them direct.

More details are available on <https://webgate.ec.europa.eu/odr>

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme depending on the type of business and circumstances of the claim if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at www.fscs.org.uk

Protecting your information

Your privacy is important to us. We will process your personal data in accordance with applicable data protection law. We process the personal information that you provide to us during enquiries and applications relating to insurance products and services for the purposes of offering and carrying out insurance related services to you or an organisation that you represent. Your personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing your personal data with, and obtaining information about you from our group of companies (which includes Ecclesiastical Insurance Office plc) and third parties such as loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors or business partners and our regulators to verify your identity or creditworthiness, to avoid fraud, for premium collection purposes and to obtain beneficial quotes and payment options on your behalf. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that your personal information is protected and transferred in accordance with applicable data protection law. Should we intend to process your personal data for any purpose not specified in this Terms of Business Agreement, we will provide you with further information prior to such further processing taking place.

We keep your personal data only for as long as reasonably necessary for the purposes for which it was collected or to comply with any applicable legal or regulatory requirements, and in accordance at all times with our data retention policy. We may use automated decision making in regard to your personal data to assess your risk profile. To the extent that we do make a decision about you automatically, you can request a manual review of the accuracy of an automated decision that you are unhappy with by contacting us using the contact details below. In order to arrange your insurance policy or when making a claim, we may need to collect or process information relating to your or a dependent's health or criminal convictions.

We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information we collect. We restrict access to your information as appropriate to those who need to know that information for the purposes set out above. Applicable data protection law gives you the right to access information held about you. Where we are processing your personal data on the basis that you have consented to that processing then you are entitled to withdraw your consent. If you do choose to withdraw your consent, however, we may be unable to continue providing our services to you. From 25 May 2018, you will be entitled to receive the personal data that you have provided to us in a structured, commonly used and machine readable format, and to transmit that data to another data controller. You can exercise your data protection rights, including your rights to access, restrict, object to the processing of, rectify and erase your personal data by contacting us using the contact details set out below.

Confidentiality and Data Protection

We are a data controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history).

Details of our legal basis for processing your information, along with details of any third party recipient whom it may be necessary to share your personal data with in order to fulfil the contract, retention period for data held, security of your data, your rights under the General Data Protection Regulations (GDPR) including the right to complain can be found in our full 'Privacy Notice' attached to these terms of business and/or on our website at www.wrsinsurance.co.uk.

Communications/Documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately. A paper copy of the documentation we provide you with is available on request free of charge.

Termination of our authority to act on your behalf

You or we may terminate our authority to act on your behalf by providing at least 14 days notice in writing (or such other period we agree) Termination is without prejudice to any transactions already initiated by you, which will be completed according to these terms of business unless we agree otherwise in writing.

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.

General

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales or Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.

Protecting your money

Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer. We also reserve the right to retain interest earned on this account. We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction. By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way. Please notify us immediately if you have any objection or query.

Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Recorded Telephone Conversations

For security and training purposes your call may be recorded and will also be used as proof of the details you have given us to accept your insurance and process any claim.

Ownership

South Essex Insurance Brokers Ltd T/A WRS Insurance Brokers is a wholly owned subsidiary of Ecclesiastical Insurance Office Plc. If you have any queries, please write to the Compliance Officer, South Essex Insurance Brokers Ltd, South Essex House, North Road North Road, South Ockendon, Essex, RM15 5BE.