

Terms of Business

London Belgravia Brokers Ltd of 48 Charlotte Street London W1T 2NS, is an independent insurance broker who is an Appointed Representative of Ten Insurance Services Limited who authorised and regulated by the Financial Conduct Authority (FCA). We are permitted to arrange, advise on, deal as an agent of insurers, assist in claims handling with respect to non-investment insurance policies. Our firm reference number is 646855.

You can check this on the FCA's Register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Our Services

We offer a wide range of products and services and have access to a range of insurers in the market place. We act on your behalf and our services include; advising you on your insurance requirements; providing ongoing assistance to help you with any changes you may have to make and assisting you should you need to make a claim.

Arranging Cover

Upon receipt of your instructions, whether written or oral, we will conduct negotiations on your behalf with insurers. We will conduct a market analysis taking into account premium, coverage, and insurer financial soundness before making our recommendations to you (we cannot guarantee the future financial soundness of any Insurance Company and our recommendations are based on the information to hand at the time). During the course of our negotiations, we will keep you informed of our progress and advise of any requirements we are unable to fulfil.

How to cancel

You may have a statutory right to cancel this policy within a short period. Please refer to your policy summary or your policy document for further details. If you cancel you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. We may keep an amount that reflects the administrative costs of arranging and cancelling the policy.

If you wish to cancel outside this period you may not receive a pro rata refund of premium. We may also keep an amount that reflects the administrative costs of arranging and cancelling the policy.

Servicing

We will write to you with full details of our proposals, outlining the cover to be provided, the insurer accepting the risk and details of the premium to be charged. You will be advised when and how payments should be made and be given details of any penalties which will be applied for late payment. Policy documentation will be issued to you as soon as possible once cover has been arranged and payment received.

Claims Handling

In the event that you need to make a claim we will advise you of the action you need to take. We will notify the claim to insurers, negotiate where appropriate with insurers and loss adjusters on your behalf and assist in resolving the claim in accordance with market practice and the policy terms and conditions.

Your Commitment

Consumers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

Commercial customers: If the insurance is arranged wholly or mainly for purposes related to your trade, business or profession you have a duty to disclose all material facts whether or not the insurer asks for specific information. This duty applies throughout the life of your policy, and when you renew your insurance. Material facts are any facts which may influence the insurer's decision to accept the policy and/or what terms are applied. Failure to disclose a material fact may invalidate your insurance and could mean that your claim will not be paid.

You are required to settle premiums due in accordance with our payment terms. For clients with credit arrangements our normal terms are 30 days from date of invoice, any variations will have been agreed in writing. For all other clients settlement is due by the date of inception of the policy. Failure to observe these terms may invalidate your cover. We accept payment by guaranteed cheque, cash, BACS or Credit/Debit Card (please note that any fees charged by your card supplier may be added to the final amount). You may be able to spread your payments through insurer's instalment schemes or credit schemes that we may arrange. Full details of the options available to you will be provided before cover is taken out.

To ensure full protection, you are required to notify us of any circumstance giving rise to a claim; which may give rise to a claim, or a claim. You should familiarise yourself with the claims procedures and terms as detailed in the Policy Document.

Remuneration

Our remuneration will be either a fee, as agreed with you, or commission which is calculated as a percentage of the premium paid by you and given to us by the insurer with whom the insurance is placed, or where legal and appropriate a combination of both. The basis upon which we are remunerated will be agreed with you prior to cover being arranged. Brokerage and fees are earned for the policy period and we are entitled to retain such brokerage and fees in respect of policies placed by us for the full policy period. Any fee will be agreed with you first. We do not charge additional fees for mid-term policy adjustments.

Protection

Professional Indemnity cover is maintained as required by the Regulator governing our business activities.

Protecting your money

Before your premium is paid to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your policy is treated as being paid for), or we hold it in a client bank account on trust for you. We may extend credit to other customers from this account and we may need to transfer your money to another intermediary in some cases. However your money will be protected at all times because of our requirements under the Financial Conduct Authority rules. We also reserve the right to retain interest earned on this account. By accepting these Terms of Insurance Business you are giving your consent for us to operate in this way.

Protecting your information

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 or with your consent in relation to administering your insurance or where we are required by law.

Some or all of the information you supply to us in connection with your insurance proposal may be passed to insurance and other companies for underwriting, claims and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998, under which you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the Managing Director, at the above address.

We and/or the insurers and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify your identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on your behalf. Each of the searches may appear on your credit report whether or not your application proceeds.

By agreeing to these terms and conditions you agree to these uses of your information.

Technical and Administration Services

London Belgravia Brokers, as part of post-sales customer relations, offer the below services to our clients. These services are available throughout the build period of your project and throughout the life of the purchased policy (10 years), as applicable, upon acceptance of the Technical and Administration Fee:

- ❖ **Organisation of Site Surveys:** We offer to process the initial site survey schedule as well as assist in ongoing scheduling throughout the build period of your project.
- ❖ **Technical Advice:** Throughout the build period of your project, when remediation is necessary to satisfy the appointed surveyor, we offer expert and impartial technical advice to you, the client, in order to help you resolve any construction issues or remediation conditions set out by the survey team acting on behalf of the insurance provider.
- ❖ **Sourcing of Documentation:** Throughout the build period, in order to satisfy the conditions set out by the provider of the insurance policy, we will assist with and organise the sourcing of any technical documentation required including, but not limited to, insurance backed guarantees, slate certificates and electrical certificates.
- ❖ **Mediation and Conflict Resolution:** If at any point throughout the build period and site survey process, you, the client, are unsatisfied or disagree with the remediation conditions set out by the site survey team acting on behalf of the insurance provider, we offer mediation and conflict resolution services between you and the survey team. We can offer technical and non-technical advice as well as mediate with the survey team on your behalf in order to resolve any conflicts of opinion relating to remediation conditions.
- ❖ **Technical Services:** Throughout the build period we are able to offer, organise or assist in the organisation of a wide range of technical and industry services to you, the client, in order to satisfy either initial conditions or remediation conditions set out by the insurance provider or site survey teams acting on behalf of the insurance provider.
- ❖ **Organisation of Building Warranty Sign-Off:** At the end of the build period, we will organise and supply all required certification to you, the client, as well as assist with the resolution of any issues relating to finalisation of the building warranty policy.
- ❖ **Life-of-policy Administration Services:** Throughout the life of the purchased policy (10 years) we offer administration services to you, the client, including, but not limited to, reissuance of certificates, change of contact details and transfer of ownership.

Please note that these post-sales customer relations services are only available for the purchased policy referred to in your quote letter and supporting demands and needs document. We do not supply these services in relation to projects for which you, the client, have not used London Belgravia Brokers as your chosen building warranty broker.

Money Laundering

In order to comply with the Proceeds of Crime Act 2002 (Part 7: Money Laundering) and Money Laundering regulations 2003, we will not accept cash payments in excess of £2,500 for premiums due, or deposits on premium finance arranged.

Complaints

It is our intention to provide you with a high level of service at all times but if you should wish to complain then we have a formal complaints procedure. In the first instance, you should write to The Compliance Officer London Belgravia Brokers Ltd 48 Charlotte Street London W1T 2NS. You may be entitled to refer it to the Financial Ombudsman Service. Further information is available at: <http://www.financial-ombudsman.org.uk/> or telephone 0845-0801800.

Compensation Arrangements

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we or the insurer 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 at <http://www.fscs.org.uk/> or telephone 0207-892-7301.

Termination

Our services may be terminated without cause or penalty by either of us, giving one month's notice to the other, or as agreed. In the event of your terminating our services, we will retain any brokerage/ fees paid to us. We have no obligation to perform any further services to you from the date of termination. Any claims reported after the date of termination will be the responsibility of the party taking over our role.

Governing Law

Our services and Terms of Business provided are governed and construed in accordance with English Law, which may change from time to time.