

# Our terms of business for General Insurance



This agreement is issued on behalf of Graybrook Insurance Brokers Ltd and supersedes all previous terms you may have received from us. Please keep this document with your policy(ies) for future reference as it sets out the terms upon which we agree to act for you and contains details of our regulatory obligations. It also contains some of the responsibilities expected from you.

Please contact us immediately if there is anything in this document which you do not understand or with which you disagree.

## Financial Conduct Authority

Graybrook Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this on the Financial Services Register by visiting <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 or 0300 500 8082. Our Financial Services Register number is 595238.

## Who we are and how to contact us

### Correspondence Address

Graybrook Insurance Brokers Limited  
8 Chandlers Way  
South Woodham Ferrers  
Essex  
CM3 5TB

Telephone: 01245 321185  
Fax: 01245 322240

Email: [enquiry@graybrook.co.uk](mailto:enquiry@graybrook.co.uk)  
Website: [www.graybrook.co.uk](http://www.graybrook.co.uk)

### The Company's registered address is:

1208/1210 London Road  
Leigh-on-Sea  
Essex  
SS9 2UA

Graybrook is a trading style of Graybrook Insurance Brokers Limited, who are Registered in England and Wales. Registered Number 4955851.

## Our Principles

We believe in ethical behaviour and the provision of exceptional customer service.

## Our Commitments

We will:

- Ensure that all our advertising and promotional material is clear, fair and not misleading
- Only advise you on matters on which we have knowledge
- Seek from you the information needed to enable us to fulfil our responsibilities to you
- Provide you with sufficient information to enable you to make informed decisions on your insurance
- Avoid conflicts of interest, but where unavoidable, manage it to avoid prejudice to any party
- Not unfairly put our own interests above our duty to you
- Handle complaints fairly and promptly

## Scope of Services

We are insurance intermediaries (brokers). Occasionally we act as the agent of another intermediary. Our services include:-

- Arranging and advising on your non-investment insurance needs
- Providing you with information on insurance products suitable for your requirements
- Negotiating insurance covers with insurers
- Assisting you with ongoing changes to your requirements
- Assisting you when making a claim
- Arranging credit facilities for insurance payments

We offer products from a limited number of insurers for:

- Professional Indemnity Insurance
- Medical Malpractice Insurance
- Management Liability
- General Liability
- General Non Liability Insurance

You may ask us for a list of the insurers we deal with for these products.

We only offer products in respect of the following specialist categories from a single insurer:

- Complementary Healthcare Practitioners Liability (AXA)
- Educational Consultants (AXA)
- Paramedics (Allied World)
- Private Practice Insurance (Aviva)
- Criminal Prosecution Defence Costs and Fitness to Practise Cover (Abbey Legal)
- Locum Insurance (Introducer only to Practice Cover Ltd)

Where products are supplied from a single insurer the terms have been especially negotiated for Members of Professional Bodies, Trade Unions or Trade Associations.

Our recommendations are based on a combination of value for money, quality of service and financial security, appropriate to your circumstance and expressed needs. However, we cannot and do not provide a guarantee in regard to the financial reliability of any insurance provider. Unless you advise us otherwise we will act on the understanding that we have your authority to agree to insurance policy wordings on your behalf. We do not accept liability for claims, settlements or return premiums relating to policies held with an insurer who has become insolvent. We will, however, provide every assistance in submitting your claim to the liquidators, administrators or receivers etc.

## Client Categorisation

We will take into account the following FCA definitions during our dealings with you:

Consumer – any natural person acting for purposes outside his trade, business or profession.

Commercial – a client who is not a consumer.

All clients are dealt with as commercial clients.

## Risk Information

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you.

When applying for, amending or renewing your insurance policy, your insurer will ask a number of questions to assess the risk prior to agreeing cover. It is your duty to ensure that you provide a fair presentation about your business that enables insurers to understand the risks you wish to insure or make further enquiries. You may need to consult with others within your business that may also have relevant knowledge that should be declared to insurers.

If you fail to disclose all the material facts or, if you answer carelessly or act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection; insurers may not pay a part or all of your claim, and may cancel your policy and retain any premium paid. For more information on your duty of disclosure, please see our leaflet on the "Insurance Act 2015".

## Payment Methods

We have agency agreements in place with most insurers which permit us to act as their agent in handling premium payments, claims payments and premium returns. In these circumstances insurers – through the agency agreement – grant what is called a “risk transfer”. This means that when you pay a premium to us, the insurer deems this to be payment to them. Claims monies and return premiums paid by insurers through us are not deemed to be paid until received by you.

We normally accept payment by cheque, electronic transfer, credit card or debit card.

In addition some clients may be able to spread payments through an insurer’s instalment plan or a credit scheme with a finance provider, for which there is likely to be an additional charge. We will provide full details of available payment options when providing quotations and at renewal. Graybrook is authorised by the FCA for credit broking.

Payments due must be paid to us by the inception or renewal date unless otherwise agreed. Failure to meet this requirement may result in insurers cancelling the policy and imposing a time on risk charge.

## Our Remuneration

We normally receive commission from the insurance provider as a percentage of the premium and an administration fee where we carry out work on behalf of insurers in preparing and issuing Certificates, New Business and Renewal Documents. Any such fees will be advised to you before you incur the liability to pay them and will be separately itemised.

We also receive commission from providers of Premium Financing companies, where with your agreement we have made such arrangements on your behalf.

We may also receive additional income from insurers by way of volume, growth or profitability payments.

In the event of a policy being cancelled mid-term and not replaced by another policy, we reserve the right to retain any administration fees or commission earned on the original transaction.

## Confirmation of Cover

Cover will not commence until your proposed risk has been accepted and the premium paid. Confirmation that cover has been effected or renewed (including any mid-term changes that may arise) will be confirmed in writing.

## Cancellation of Policies

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or the insurer concerned.

If you wish to cancel your policy, you may be entitled to a refund of part of your premium as long as no claims have occurred. The refund may not necessarily be proportionate to the remaining period of cover and may not be available where the policy is subject to a minimum or deposit premium or where current certificates have not been returned or where there is an outstanding balance owing.

Failure to maintain instalments on any premium financing facility arranged either direct with insurers or through a finance provider will usually result in termination of the policy unless alternative provisions have been agreed.

## Claims

All claims, potential claims or circumstances which may lead to a claim should be reported immediately either to ourselves or to the insurer concerned. Failure to notify claims within the insurer’s required timescales may result in your claim being rejected. It is your duty to disclose all relevant and material information and provide every assistance to your insurers to enable them to deal quickly and effectively with the claim on your behalf.

Please note that in respect of policies arranged on a **claims made** basis, claims notified after expiry or termination of the policy will not be insured unless run-off cover has been arranged.

## Data Protection

The personal information you provide to us is subject to UK Data Protection laws and the General Data Protection Regulation (GDPR). We will process your personal data, both manually and by electronic means, for the purposes of arranging and administering your insurance or arranging finance or handling claims on your behalf.

“Processing” includes obtaining, recording or holding information or data and transferring it to other companies associated with us, such as insurance providers, or to statutory, governmental or regulatory bodies for legitimate purposes.

We will treat all your personal information as private and confidential and will not disclose this to any other party except:

- When you ask us or give us permission
- To the Financial Conduct Authority (FCA) in order for it to fulfil its regulatory function
- Where we are compelled to disclose the information by Law

With your consent we may also provide you with details of other products or services we consider may be of interest and benefit to you until such time as you notify us that you do not wish us to do so.

We will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Measures will be adopted to ensure that the information is accurate, kept up to date and not kept for longer than is necessary, together with safeguards against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

You have the right to access to your personal data held by us and to request that we rectify any inaccurate information. You may also ask us to restrict the processing of your personal data or, in certain circumstances to have it erased.

For further information about what personal details we collect, what we do with that information, with whom we may share it and why, and your choices and rights when it comes to your personal data, please refer to our Privacy Notice. This is available on request or via our website [www.graybrook.co.uk](http://www.graybrook.co.uk).

To exercise your individual rights, as laid out in our Privacy Notice, please contact us on 01245 321185 or in writing at Graybrook Insurance Brokers Limited, 8 Chandlers Way, South Woodham Ferrers, Essex. CM3 5TB or email [enquiry@graybrook.co.uk](mailto:enquiry@graybrook.co.uk).

## Complaints

Any complaints about our service may be expressed verbally or in writing and should be directed to William Hulse, Managing Director, at the correspondence address shown in this document.

It is our policy to respond fairly and promptly to any complaints received and we will send you an acknowledgement within a maximum period of five days. If we are able to resolve your complaint immediately we will do so, otherwise we will carry out investigations and provide a full response within eight weeks, although in most cases this may be sooner. If we do not provide a final response within eight weeks or if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service:

Telephone: 0800 023 4 567 or 0300 123 9 123

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Further information about our internal complaints handling procedures is contained within our Complaints leaflet which is available on request.

## Financial Services Compensation Scheme (FSCS)

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 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, professional indemnity cover and long term insurance products for the death or incapacity of the policyholder due to injury, sickness, or infirmity, insurance advising and arranging is covered for 100% of the claim without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS:

Telephone: 0800 678 1100 or 020 7741 4100

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Governing Law

This agreement sets out the terms of our relationship with you and will be governed in accordance with English Law and any dispute arising will be subject to the jurisdiction of English Courts of Law.