



Thank you for inviting Marketline Insurance Services Limited to assist you with your insurance requirements. We undertake to use our skill and care to provide you with the ability to survive the insurable events for which you have asked us to provide cover.

This document sets out the terms on which we agree to act for you and contains details of our regulatory and statutory responsibilities as well as your obligations. It supersedes all versions previously issued by us.

We ask that you carefully read the content and contact us immediately should you require further clarification.

These terms become effective as soon as we start exchanging information about your insurance requirements.

### ABOUT US

Marketline Insurance Services Limited (Marketline) is an Appointed Representative of Clear Insurance Management Limited, which is authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance and consumer credit business. Clear's Financial Services Register number is 307982. You can check this information on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 (Freephone) or 0300 500 8082 from the UK, or +44 207 066 1000 from abroad.

Both Marketline and Clear are based at 1 Great Tower Street, London, EC3R 5AA.

### OUR PRODUCTS AND SERVICES

For commercial vehicle insurance we select products from a limited range of insurers whose names are available on request.

For all other insurances, unless otherwise stated, we only offer the products of a single insurer which we have identified as being suitable for this type of insurance.

Marketline do not provide personal recommendations nor offer any advice about the suitability of products for your individual needs. The services we provide (the 'Services') are as follows:

- Arranging cover to meet your requirements
- Help with ongoing changes
- Assistance with claims made on insurance policies we have arranged

For certain types of insurance we are also authorised to issue policy documentation and/or certificates on behalf of the insurers.

Unless you tell us otherwise we will act on the understanding that we have your authority to agree to insurance policy wordings on your behalf.

### METHODS OF COMMUNICATION

We will normally communicate with you by post, telephone and where available email, in addition to any meetings we may have with you. Please let us know if you would prefer not to receive

communications by any particular medium. Please note that telephone calls may be recorded for training and monitoring purposes.

### INSURER SECURITY

Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter.

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

### RISK INFORMATION

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

Marketline customers will be treated by insurers as either a consumer or commercial customer. There are differences in your disclosure duties depending on which classification is applied. We will advise you of these once an insurer is selected.

For a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out or renew insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

For a commercial customer, or someone buying insurance mainly for purposes related to your trade, business or profession, you must disclose all 'Material Circumstances' to us or your insurers both at the outset and throughout the period of insurance cover. Material Circumstances are all the items of information that may influence the insurer's decision over cover or the terms of your insurance. The most serious consequence of failing to disclose material information before you take out or renew insurance and throughout the period of insurance could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

You are advised to keep copies of any correspondence you send to us or direct to your insurers.

### OUR REMUNERATION

Remuneration for our services is normally in the form of commission (or brokerage) which is a percentage of your insurance premium and payable by the insurer, a fee, as agreed with you, or a combination of the two.

In the ordinary course of our business we sometimes earn income in the form of management/administrative expenses allowed to us by insurers to cover costs incurred in carrying out work on their behalf and in the form of volume, growth or profitability payments. We may also receive income from providers of premium financing facilities where, with your agreement, we have made such arrangements on your behalf.

We may sometimes also earn income for the provision of other services to you, which will be agreed with you on an individual basis.

For each insurance policy, including any subsequent renewal, you have a right to request information regarding any remuneration that we have received as a result of placing your insurance business.

### **CHARGES**

When you take out or renew a policy with us we may charge an Administration Fee in addition to the insurer's premium. When we do so, we will tell you the amount of the Fee before you are committed to paying it and show it clearly on our documentation. An Administration Fee of £30 may apply if:

- a cheque payment for premiums due fails to clear through the banking system; or
- issuance of a duplicate certificate or cover note is required, or for any change in vehicle, driver or policy cover.

An administration fee of £10 may be charged for processing any change of address.

In the event of a policy being cancelled mid-term, and not replaced by another policy, an administration fee of £40 will apply and we reserve the right to retain the commission and any fees earned on the original transaction.

### **SETTLEMENT TERMS**

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers.

We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

### **METHODS OF PAYMENT**

We normally accept payments by cheque, credit or debit card or by bank transfer. To pay by credit or debit card please telephone us with your details.

Payment by instalments can be arranged with specialist premium finance providers (please note that we act independently of any particular provider). We will give full information about premium payment options when we provide quotations and at renewal.

### **PERSONAL CREDIT CHECKS**

To comply with Consumer Credit legislation, providers of personal credit are required to carry out affordability assessments before making advances of credit. This means that whenever we are asked to arrange personal premium finance, we will pass your name, address and date of birth to the Marketline TOB v1.5.docx

finance provider, to enable it to carry out an assessment. In assessing your application, the provider may search information held by a credit reference agency.

Please note the credit reference agency will add details of the search and your application to their records, whether or not your application proceeds, whilst a record of the search will be added to your credit record, we are advised this will not have any detrimental effect on your credit rating or history.

### **CREDIT AGREEMENT PAYMENT DEFAULTS**

If any direct debit or other payment due in respect of a credit agreement entered into with our suggested provider of premium finance to pay insurance premiums, associated fees and charges is not met when presented for payment, or if you end or do not complete such credit agreement, you acknowledge and agree that it may be necessary for us or the premium finance provider to cancel on your behalf the insurance policies being paid by the said agreement, unless you immediately make other arrangements to pay the remaining balance of the insurance premiums. After cancellation, you agree that you will be responsible for any time on risk charge still outstanding and the finance provider's reasonable costs after application of any refunds allowed by the insurers. You will be responsible for putting in place any alternative insurance arrangements you need, unless you have been able to satisfy the requirements we may have in such a situation to provide an alternative solution.

### **HANDLING CLIENT AND INSURER MONEY**

Money for premiums, return premiums or claim payments is held by Clear Insurance Management Limited in a Client Bank Account, under a Non-statutory Trust in accordance with FCA rules. The Deed of Trust permits Clear to use the account to make advances of credit from time to time to our clients in order to fund their premiums, subject to strict conditions. In dealing with us you agree to Clear holding client money in this way. A copy of the Deed of Trust is available on request.

For the purpose of some transactions, please note that client money may pass through other authorised intermediaries before the insurer receives it.

Where Clear collect or hold money belonging to an insurer they may also hold that money in the same Client Bank Account.

Client money will be deposited with one or more approved banks, a list of which is available on request. Please notify us immediately if you do not wish us to use any bank or banks on this list.

Any interest earned on client money will be retained by Clear for its own use.

### **CONFIDENTIALITY**

All information provided by our clients is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as loss adjusters and approved contractors.

With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information to any other party without your consent.

We may also use the data we hold about you to provide you with information about other products and services which we feel are appropriate. You are requested to let us know if you do not want to receive this information.

We are registered under the Data Protection Act 1998 and undertake to comply with the Act in all our dealings with personal data.

## **QUOTATIONS**

Unless stated otherwise in our documentation, all quotations provided for new insurances are valid only for a period of 30 days from the date of issue.

You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

## **CHANGES TO YOUR COVER**

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you. Refunds of less than £25 may be held to your credit and offset against future premium payments unless you specifically request otherwise.

## **RECEIPT OF INSTRUCTIONS**

We do not consider instructions to arrange or change cover which are sent to us by post, electronic mail or facsimile, or left on voicemail, to have been received until they reach the relevant personnel in our offices. We do not consider instructions sent by text message to have been received until we have responded to the specific message.

We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

## **DOCUMENTATION**

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately.

All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the documentation to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate or suspend the cover if it is not complied with precisely.

We recommend that you keep policy documents for as long as a claim is possible under the policy. If your policy includes Employers' Liability insurance, it is prudent to keep a copy of all Employers' Liability Certificates issued.

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## **MAKING A CLAIM**

Many insurers provide a 24-hour Helpline in respect of claims and you should consult your policy documentation for contact details.

You must report all incidents that could give rise to a claim as soon as you become aware of them, either by contacting your insurer on their helpline or by telephoning our office. You will be advised if you need to complete a claim form or produce documentation to support your claim.

In certain circumstances late notification may result in your claim being rejected.

If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until we or your insurers advise that you can.

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident, without prior reference to your insurers or us, may prejudice your cover.

You should be aware that a claim arising after renewal of the policy has been invited, may affect the assessment and acceptance of renewal by your insurers.

## **CONFLICTS OF INTEREST**

We aim at all times to treat you fairly. We will not deliberately put ourselves in a position where our interests, or our duties to another party, prevent us from discharging our duty to you. We maintain internal procedures and controls to identify and manage any potential conflicts so that at all times the interests of our customers are reasonably protected.

Where potential conflicts are particularly complex or difficult to manage, we will seek to agree with you the best way to protect your interests and may ask you to confirm that you are happy to proceed on that basis.

## **COMPLAINTS PROCEDURE**

We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner.

If you wish to register a complaint or request a copy of our complaints procedures please contact Clear Insurance Management:

- In writing, addressed to Complaints at the address shown below;
- By telephone to 020 7280 3450; or
- By email to [complaints@thecleargroup.com](mailto:complaints@thecleargroup.com)

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service (FOS). You can find out more about this by visiting the FOS web site at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If you are a consumer and your complaint relates to insurance purchased from us via electronic means (e.g. on-line or via email or mobile 'phone) then you are also able to use the EC On-line Dispute Resolution (ODR) platform at

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<http://ec.europa.eu/consumers/odr/> who will notify FOS on your behalf.

A copy of our procedures for dealing with complaints is available on request.

### **FINANCIAL SERVICES COMPENSATION SCHEME**

We are included in 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 details about compensation scheme arrangements are available from the FSCS.

### **TERMINATION OF AUTHORITY**

You may terminate our authority to act on your behalf with 14 days' written notice or as otherwise agreed. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

### **CANCELLATION RIGHT**

If you take out a policy as a consumer through us with a policy period of more than one calendar month, you may cancel the cover up to 14 days from the later of:

- The policy start date or the date you receive full policy documentation from us or your insurers
- The renewal date or the date you receive full renewal documentation from us or your insurers

You will be informed if you have such a Cancellation Right in separate documentation.

Should you decide to exercise the Cancellation Right you will be entitled to a refund of premium less an appropriate pro rata charge for the period of cover given before the cancellation right was invoked. If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Cancellation Right.

Should any claim occur prior to the exercise of the Cancellation Right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium.

If this Cancellation Right is not exercised within the 14-day period as stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of your insurance policy.

To exercise the Cancellation Right you should contact us at our normal address or your insurers at the address shown on your policy.

### **CANCELLATION OF POLICIES**

If you wish to cancel your policy in circumstances other than as described in the section headed Cancellation Right, you may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover. Additionally you should note the following:

- Insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged
- Cancellation may not be possible until you return your certificate of insurance to us or your insurers
- Cancellation of a direct debit does not necessarily cancel a policy and any balance of premium owing may be requested by the insurers.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.

### **LIMITATION OF LIABILITY**

Our liability to you in connection with the Services described in these Terms of Business is limited to a total of £10m. Furthermore, we will only accept liability for wrongdoings which are due to breach of contract, negligence, breach of professional duty or breach of trust.

We do not accept liability for losses which: are contributed to by your own negligence; arise from your failure to provide information which we have reasonably requested about your insurance risks; or which are not a reasonably foreseeable consequence of our actions.

Notwithstanding the above, we place no restriction on our liability to you for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or a breach of our statutory or regulatory obligations.

### **FORCE MAJEURE**

We shall not be liable to you if we are unable to perform our service as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.

### **LAW AND JURISDICTION**

These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the exclusive jurisdiction of the English courts.

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