

Terms of Business Agreement (TOBA) online

1. Introduction and business service

United Insurance Brokers Ltd (UIBL) is an independent international Lloyd's insurance broker, a member of the **UIB Group** of companies operating worldwide. The principal place of business is 69 Mansell Street, London E1 8AN being authorised and regulated by the UK Financial Conduct Authority (FCA). Details of which can be confirmed on the Financial Services Register at <https://register.fca.org.uk>. Our permitted business is arranging general insurance contracts and our FCA Firm Reference number is 307812.

The purpose of this *Terms of Business Agreement* ("the Agreement") is to set out the terms on which UIBL undertakes to act for you, our client, including our regulatory and statutory obligations. It also identifies your own responsibilities both to us and to insurers. We will also, in order to satisfy our obligations with regard to financial crime legislation, run certain checks from time to time to ensure that there are no prohibitions against working with you.

If you are utilising the online quote and buy platform accessed via our website, we use the services of Professional Insurance Agents Ltd trading as Business Insurance 247 (PIA). Reference will be made to PIA within this Agreement. PIA are authorised and regulated by the FCA (Firm Reference number 305328). By using the PIA online quote and buy system you agree to the following terms. Please read them carefully.

From time to time, it may be necessary for us to amend or supersede these terms by new terms. Where this is the case, we shall notify you of the proposed changes and, unless we hear from you to the contrary within 28 days after such notification, the amendments or new terms will come into effect from the end of that period.

2. Your obligations

In order to get a quote for an insurance or financial services product, you will need to answer a number of questions on the online website. The answers you give will determine the amount you pay and the level of cover you receive.

It is very important that you answer all questions truthfully and that you disclose all relevant facts. If you do not provide your insurer or financial services provider with the information they have asked for, or fail to tell them about any circumstance likely to influence the insurer's/provider's assessment of the risk involved, or any change in the facts supplied or your circumstances, it could invalidate your insurance or product. Any failure on your part to supply complete and accurate information could have serious repercussions. If you are in any doubt whether any information is relevant, please contact us directly on +44 (0)20 7338 1635.

By requesting any quote, you are confirming that you, your business and any other relevant individuals meet the insurers' requirements and that you will immediately notify us if any of those requirements cease to be met.

You should read and check all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to any terms and conditions of your policy as failure to comply with them could invalidate it.

In the event of a claim, you should take note of the required procedures, which are stated in the policy documentation. You also have an obligation to take reasonable steps to mitigate any loss.

3. Sales of Insurance Products

Policies are underwritten by either the sole insurer clearly stated on the website or by the insurer chosen by you, when more than one quote is presented to you.

All quoted premiums are subject to Insurance Premium Tax levied by the Government at the prevailing rate. Quotations are valid for 30 days from the time that they are given.

The decision as to whether to offer you insurance cover is at the insurers' discretion and they are not bound to do so.

If the automated system is unable to provide a quotation, you will be prompted to answer further questions. Your responses will then be sent to the underwriters who will assess your application and decide whether or not you can be provided with an online quotation. If they choose to accept you, you will receive an email with your quotation and a link to the website to complete your purchase. If they choose not to accept you, your application will be brokered in the traditional manner, one of our brokers will contact you and you may be asked to complete a proposal form.

Once insurance has been effected, (usually as soon payment has been approved) you will receive an email containing your policy schedule, relevant wordings, your proposal form, and information sheets. You must confirm receipt of these documents and a link is provided in the email to do this automatically.

You should keep a copy of all information submitted to or received from us for your records.

4. Confidentiality

Information provided by you will not be used or disclosed other than in the course of carrying out your instructions as your insurance broker unless you have consented otherwise. We may disclose the fact that you are our client and the nature of the insurance, but no other details. Disclosure may also be made to our regulator, and to our agents or other service providers, or where we are legally obliged to disclose the information, or where the information is already in the public domain.

5. Conflict of interest

We seek to avoid conflicts of interest in the conduct of our business and have procedures, systems and controls in place to deal with possible conflicts of interest that may arise when dealing with you. For example occasions may arise where we, or one of our other clients, will have some form of interest in business which we are transacting for you. We will notify you immediately when and if a conflict should occur and recognise that where a conflict arises you may wish to secure the services of another intermediary to assist you. Your interest will be in the forefront at all times.

6. Financial crime

UIBL have strict *anti-bribery and corruption* policies and procedures in compliance with applicable regulatory requirements, rules, and laws including in the UK the *Bribery Act 2010*.

Any breach of Bribery Laws by any party with whom we transact business, either directly or indirectly, will entitle us to serve immediate notice of termination of our Agreement with such party.

Additionally UK *money laundering* requirements require us to obtain

Terms of Business Agreement (TOBA)

evidence of the identity of clients for whom we act. We may need to seek further information if you request payment to be made to a third party. We are obliged to report, to the UK National Crime Agency ("NCA"), any evidence or suspicion of money laundering at the first opportunity and we are prohibited from advising you of any such report.

7. Market security

We check the financial strength ratings of the insurers with whom we place your business using specialist rating agencies. Neither we nor PIA assess or guarantee the solvency of any insurer at any time during the contract period.

If an insurer who has granted risk transfer to PIA becomes insolvent, any related premiums they hold for that insurer are deemed to have been paid to them and will not be returnable to you.

In the event of any insurer's insolvency you may still have a liability to pay premium. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from a participating insurer who becomes insolvent or delays settlement.

You will also additionally have the responsibility for payment of premiums if you require replacement security.

8. Payment and Fees

As an insurance intermediary we earn a commission from the insurance company for placing business with them. Should you need any further information about any commission received in placing the business, please confirm your policy details in writing. You may pay your insurance premium by credit or debit card.

In order to make a credit or debit card payment, you will be taken to the secure server of one of the online payment providers, SagePay or SecureTrading. Your card details are not stored in the PIA system, but are passed to this third party for payment processing.

The premium rates are calculated on the basis that documents are dispatched by email and that renewal invitations are sent to you by email. In the event that you wish us to post a hard copy of documents to yourself we reserve the right to charge you an additional administration fee. We also reserve the right to charge you an additional administration fee in respect of mid-term adjustments or cancellation requests to your record.

UIBL is committed to transparency, we will deal with you openly, and when requested we will disclose the amount of our income (or where this is not feasible an estimate and the basis of calculation), which we may receive in relation to the insurance we arrange for you.

9. Warranties, subjectivities and insured values

It is important that you familiarise yourself with all the terms of any insurance contract purchased. In particular failure to comply strictly with any warranties contained in your policy will entitle the insurer to terminate your insurance contract from inception.

A subjectivity in your insurance contract if it remains outstanding may lead to the contract being invalidated or coverage prejudiced.

The Insured Value is also important; in the event that you insure your property for less than its current replacement value, underwriters may apply average. For example if your insured values are 80% of replacement value you may only be paid 80% of your loss.

10. Cancellation

The insurer shall be entitled to terminate the policy or withdraw its quotation, with immediate effect upon notice to you upon non-receipt of payment. There is a cooling-off period of 14 days, during which the cover can be cancelled with a full refund. After this period, you may cancel the insurance by giving us 30 days' notice in writing of your intention to do so. The insurer may cancel the insurance by

giving us notice in writing, the duration of which will be detailed in the policy wording, which we will then forward to you immediately.

Beyond the 14 day cooling-off period, cancellation terms differ between insurers and also types of insurance (e.g. Directors and Officers insurance is non-cancellable). Some insurers may be willing to return a pro-rata premium up to 3 or 6 months after inception of the policy, but after this period no refunds will be given.

Any refunds may take up to 60 days to process.

11. Claims

You must notify us immediately and directly on +44 (0)20 7338 1635 of any incident or circumstance that may give rise to a claim; providing all known material information. Failure to notify an incident may enable insurers to deny your claim. If you have any doubt whether a matter or circumstance is required to be notified to insurers, or not, you should contact us immediately. You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of the loss.

In the event that you submit a claim or are due a return premium on a policy where one or more of the subscribing insurers has become insolvent or is delaying its settlements, we cannot and do not accept liability for unpaid amounts.

12. Complaints

All complaints should be in writing and addressed specifically to the Compliance Officer at United Insurance Brokers Ltd, 69 Mansell Street, London E1 8AN (by e mail to enquiries@uib.co.uk).

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR, or at www.financial-ombudsman.org.uk.

European Online Dispute Resolution Platform

The European Commission has launched the European Online Dispute Resolution platform (ODR platform). The ODR platform is a website which helps customers who've bought something online in the EU if a dispute arises.

The platform will send your complaint to a certified Alternative Dispute Resolution Provider who works to solve the problem. In the UK that would be the UK Financial Ombudsman Service. The ODR can also offer translation services if your complaint is with a company in a different country. You can access the ODR platform by [clicking here](#) or you can still contact us directly.

13. FSCS – Financial Services Compensation Scheme

Non-compulsory Insurance (e.g. home and general)

The maximum level of compensation for claims against firms declared in default on or after 1 January 2010 is 90% of the claim with no upper limit.

The maximum level of compensation for claims against firms declared in default before 1 January 2010 is 100% of the first £2,000 plus 90% of the remainder.

General Insurance Advice and arranging

The maximum level of compensation for claims against firms declared in default on or after 1 January 2010 is 90% of the claim with no upper limit

The maximum level of compensation for claims for business conducted on or after 14 January 2005 and against a firm declared in default before 1 January 2010 is 100% of the first £2,000 plus 90% of the remainder. Advice and arranging of compulsory insurance from the same period is protected in full.

Please contact us for more details.

Terms of Business Agreement (TOBA)

14. Data protection

We are registered under the UK Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. Your personal information will be kept secure.

Personal details provided through the website will only be used in accordance with PIA's privacy policy. Please read this carefully before proceeding. By providing your personal details to us, you are consenting to its use in accordance with the privacy policy.

15. Copyright

The contents of the website (including but not limited to the text, graphics and sounds) are either the copyright of PIA, or are used with permission of the copyright holders, and may not be copied, distributed, uploaded, re-published, decompiled or transmitted in any way without the prior written consent of PIA.

All design, text, graphics and their selection or arrangements are the copyright of third parties or PIA. Permission is granted to copy electronically and to print in hard copy portions of this site, solely for the purpose of using this site to seek a quote or buy products and services. Any other use of materials on this site (including reproduction for purposes other than those noted above and alteration, modification, distribution or republication) without prior written permission is strictly prohibited.

16. Force majeure

We shall not be liable to you for any breach of these conditions of use or any failure to provide, or any delay in providing, our services through this site that results from any event or circumstance beyond our reasonable control. This includes without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, fire, explosion, accident, insurrection and war.

17. Governing Law and Jurisdiction

The content of this website and the products and services offered by PIA comply with appropriate UK legislation and regulation. Unless we have agreed otherwise with you, the insurance contract shall be subject to the law of England and Wales and the exclusive jurisdiction of the courts.

If any of these provisions shall be unlawful, void or for any purpose unenforceable, then the particular provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

18. Legal exclusions and limitations

PIA and UIBL take care to ensure that the information contained in this website is accurate and up-to-date. However, we make no representations or warranties about the accuracy, completeness, reliability or suitability for any purpose of the information and related graphics published in this site, which may contain technical inaccuracies and typographical errors.

If you choose to obtain an online quote, you understand and accept that we are not providing any legal or other professional advice or opinion on specific facts or matters. Also, neither we nor any of our directors, employees or agents will be liable for damages arising out of or in connection with the use of this site or the information in it.

This is a comprehensive limitation of liability that applies to all damage of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and third party claims. However, nothing shall exclude or restrict liability for death or personal injury resulting from the negligence of us, our directors, employees or agents. Also, nothing shall exclude or restrict our obligations under the Financial Services and Markets Act 2000 or any other current or future Financial Services legislation.

We reserve the right, at any time and without notice, to revise the contents of this site including these conditions of use. Any changes to these conditions will be posted on this site and by continuing to use this site following any such change, you will signify that you agree to be bound by the revised conditions.

We can give no warranty that this site and its content are free from viruses or anything else that has contaminating or destructive properties. If you are in any doubt as to the validity of information made available within these pages, or if you wish to rely on this information, then it may be in your best interest to seek verification by contacting us.



United Insurance Brokers Ltd

69 Mansell Street, London, E1 8AN

T: +44 (0)20 7488 0551 | W: www.uibgroup.com