



Terms of Business

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Melville Burbage Insurance Services Limited whose Head Office is 31 Bartholomew Street, Newbury, Berkshire RG14 5LJ is an independent insurance intermediary trading as Melville Burbage Insurance Services (MBIS) and/or Peter Collins Insurance Services (PCIS). The carrying out of such insurance mediation activity does not form the basis of a contract between us. We are authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 474872.

Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. These details may be checked on the FSA's Register by visiting the FSA's website, www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Our service

We are required to comply with the FSA Regulations relevant to an insurance intermediary.

MBIS and PCIS will:-

- Conduct its business with integrity, and pay due regard to the interests of its customers and treat them fairly.
- Conduct its business with due skill, care and diligence.
- Pay due regard to the information needs of its clients and communicate information to them in a way which is clear, fair and not misleading.
- Give adequate explanation to enable you to make an informed decision.
- Manage conflicts of interest fairly, both between itself and its customers and between a customer and another client.
- Meet certain specified conditions in respect of client money.
- Take reasonable care to establish and maintain such systems and controls as are appropriate to our business.

Please read this document carefully.

It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities.

Relationships

As independent insurance intermediaries we act as the agent of our client. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur so you will be aware of any possible conflict of interest.

For some types of insurance we deal with a panel of insurers, for others we deal with a range of insurers or exclusively with a single insurer which we have selected as offering value for money and service. A list is available on request. We will advise and make a recommendation to you after we have assessed your needs. This will include the type of cover you seek together with the costs. Upon receipt of your instructions we will place insurance with insurers. We will advise you of any inability to place your insurance.

Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

Policy documentation

Our policy is that policy documentation will be issued in a timely manner. Your policy documentation will confirm the basis of the cover, give details of the insurer(s) and be accompanied by a policy summary and a debit note or premium billing. The date that the premium(s) is/are due, together with any penalties, will be clearly shown.

Prior to the conclusion of the contract you will be given a statement of demands and needs. You should read this carefully. It will set out your demands and needs and confirm whether the contract has been personally recommended and, if so, the reasons for making that recommendation.

In the case of retail clients you will be provided with renewal terms in a durable medium no less than 21 days before expiry of the policy, or notified that renewal is not being invited. Attached to the renewal terms will be a statement of any changes to the terms of the policy, and changes to any directive-required information (information required under the EU Directives) such as statement of price and information about cancellation. You will be given an explanation of any changes, where necessary and in good time, which may appear in your policy and you will be advised of your right to request a new policy statement.

In the case of retail clients if renewal is not being offered you will be notified no less than 21 days before expiry of the policy. Mid term changes to your policy will be provided in good time, prior to the change taking effect.

Claims

You must notify us as soon as possible of a claim or circumstances which may give rise to a claim. We will employ due care and skill, together with promptness and fairness, if we act on your behalf in respect of a claim. If we act on behalf of an insurer in negotiating and settling claims we will inform you that we will be acting on behalf of the insurer, not yourselves, at the point of claim.

Payment Methods, Terms & Credit Consent

We accept payment by cheque, debit and most credit cards. You may also be able to spread your payments through instalments or a credit scheme. In these circumstances the European Union Consumer Credit Directive applies and we will supply you with full information. In assessing your application they may search the public information that a credit reference agency holds about you. The credit reference agency will add details of the search and your application to their record about you whether or not your application proceeds. This and other information about you may be used to make credit decisions about you and undertake checks for the prevention and detection of money laundering. There will usually be a charge for paying by instalments and full details will be provided if you select this option. Failure to meet the amounts and payment dates will result in a charge and may lead to insurers cancelling your policy. Where insurers have specified that the premium must be received by a certain date, failure to comply can result in the automatic termination of your insurance contract. Where we receive an income from arranging a finance agreement with Premium Credit Limited (PCL) we confirm that MBIS do not act independently and work exclusively with PCL.

To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources including a credit reference agency and other organisations. Our search will appear on your credit report whether or not your application proceeds. By agreeing to the terms and conditions you agree to these uses of your information.

Payment terms are strictly as follows: payment to be made prior to the inception date, renewal date or in the case of mid term adjustments, the date cover was arranged or agreed. Alternatively, and only where agreed in writing, payment is to be made within 14 days of the aforementioned dates.

Your duty to give information

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy and when you renew your insurance. You thus have a duty to provide us with this information at all times. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate.

You should read 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 warranties and conditions as failure to comply with them could invalidate your policy. You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. Please note that if you fail to disclose any material information to your insurers, this may render your insurance cover invalid and could mean that all or part of a claim may not be paid.

Remuneration

We make the following charges to cover our administrative costs for these specified activities:-

1. Arranging new policies	
(a) Commercial insurance	No charge unless agreed
(b) Retail insurance	No charge unless agreed
2. Mid Term Adjustments	£10 Excluding IPT
3. Renewals	£10 Excluding IPT
4. Replacement of lost documents	£10 Excluding IPT
5. Credit Arrangements	£10 Excluding IPT
6. Mid Term Cancellation	Commission clawback
7. Adjustment Return Premiums	Commission clawback
8. HBB Motor Claims Management including Legal Costs (per vehicle)	£18.50 Excluding IPT
9. Late Payment Fees - Retail Clients (payments outside our Terms of Business)	£10 Excluding IPT
10. Late Payment Fees - Commercial Client (payments outside our Terms of Business)	10% of outstanding premium
11. Credit Card Payments	2% of transaction value
12. Debit Card Payments	No charge
13. Corporate/Business Debit Card Payments	2% of transaction value

Anything which is not a premium is considered to be a fee. Any commission which is due is payable out of the premium. Our remuneration may be as a fee and/or brokerage, which is a percentage of the insurance premium paid by you and allowed by the insurer with whom the insurance is placed. Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in respect of the full policy period in relation to policies placed by us. Please note that our commission is due immediately on our receipt of the premium. We may also receive additional remuneration from insurers in respect of the volumes of business placed and/or profit share agreements, on average such additional remuneration has not exceeded 1% of premium. You have the right at any stage to request full details the income received by us for arranging your policy including all commission and fees.

Subject to current legislation Insurance Premium Tax (IPT) will be charged as appropriate at the prevailing rate.

Please note the HBB Motor Claims Management charge of £18.50 per vehicle is a compulsory charge on all Motor Insurances, including Private Car, Motorcycle, Goods Carrying or any other Commercial Vehicle including Motor Fleet policies.

Cancellation of Insurances

Your insurance contract may include a cancellation clause. A cancellation clause is mandatory for all retail customers. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by insurers, giving notice of the cancellation. You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance should be returned to us or to the insurer concerned. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation. Once our remuneration has been earned, in the event that the insurance is cancelled after inception, our fees or brokerage will not usually be returnable.

Your personal data

We, and anyone else involved in providing your insurance, will treat all your personal information as private and confidential and retain it only for as long as necessary to meet regulatory or legal requirements. We will not disclose anything to anyone concerning your personal data, except where we are legally compelled to do so, or there is a duty to the public to disclose, or our and your interests require disclosure or when you ask us to or give us permission.

We may use information we hold about you to provide you with details of other products or services which we offer which we feel may be appropriate to you, unless you advise us that you do not wish to receive such information. We may pass information about you to credit reference agencies for the purpose of arranging payments by instalments, and may also pass to them details of your payment record with us. We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. You have the right to see personal information about you that we hold in our records. Please note that we may make a charge for the provision of this information.

Financial Services Compensation Scheme (FSCS)

We are covered by the 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 for non compulsory insurances is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance such as employer's liability, 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.

Money Laundering/Proceeds of Crime Act

We are obliged to report to the Serious Organised Crime Agency (SOCA) any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report. 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.

Complaints

We are committed to providing you with a high level of customer service at all times. We regard complaints as a very serious area and a key measure of our customer satisfaction. It is our policy that complaints are dealt with as quickly and fairly as possible. If you wish to register a complaint, please contact us:- Write to K. Stevens, Managing Director, Melville Burbage Insurance Services Limited, 31 Bartholomew Street, Newbury, Berkshire RG14 5LJ. Or telephone K Stevens, Managing Director - Telephone 01635 43880

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Full details will be provided in our complaints procedure document which will be sent to you on receipt of a complaint.

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 non-exclusive jurisdiction of the English courts.

Client money

Unless we are advised otherwise, all client funds will be held in a non-statutory trust account. Client money is money of any currency that we receive and hold in the course of carrying on insurance mediation on behalf of our clients (including you) or which we treat as client money in accordance with the client money rules.

Client money can be held in one of the following ways:-

(a) It can be subject to a statutory trust.

We hold client money collected for onward transmission to the insurance undertaking and return premiums/credits/claims payments due to clients from insurers in a Client Bank Account under a Statutory Trust in accordance with the authorisation we have from the FSA to do so. For the purpose of some transactions, client money may pass through other authorised intermediaries before it is received by the insurer. Interest will not be paid to customers in respect of money held in client bank accounts.

(b) It can be subject to a non-statutory trust.

We hold client money collected for onward transmission to the insurance undertaking and return premiums/credits/claims payments due to clients from insurers in a Client Bank Account, under a Non-statutory trust in accordance with the authorisation we have from the FSA to do so. Your acceptance of this agreement constitutes your informed consent for the handling of all such monies. For the purpose of some transactions, client money may pass through other authorised intermediaries before it is received by the insurance undertaking. Interest will not be paid to customers in respect of money held in client bank accounts.

(c) In accordance with the FSA client assets sourcebook (CASS).

Client money will only be held on behalf of an insurer or underwriter in accordance with a written agency agreement.

We collect and hold money as agent of the insurance undertaking.

The aim of the trust is to protect the client in the event of the failure of the firm, or the failure of the bank or a third party at which the money may be held. In such a circumstance, the firm's general creditors should not be able to make claims on client money as it will not form part of this firm's property. The fact that we hold client money on trust gives rise to fiduciary duties which will be owed to you until the client money reaches the insurer or product provider. It also means that we are entitled to and may use client money held on behalf of one client to pay another client's premium, before the premium is received from that other client, and to pay claims and premium refunds to another client before we receive payment from the insurer. However we are not entitled to use client money to pay commissions before we receive the relevant premium from the client.

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