

TERMS OF BUSINESS AGREEMENT

THE FINANCIAL SERVICES AUTHORITY

The Financial Services Authority is the independent watchdog that regulates financial services. Media Insurance Brokers Ltd is authorised and regulated by the Financial Services Authority. Our FSA Register number is 310627 and you can check our status at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Our permitted business includes advising, arranging, dealing in and assisting with the placing and administration of all types of general insurance policies.

CONFIDENTIALITY AND DATA PROTECTION

We will treat all your personal information as private and confidential to us and anyone else involved in the normal course of arranging and administering your insurance, even when you are no longer a customer. We will not give anyone else any personal information except on your instructions or authority, or where we are required to do so by law, or by virtue of our regulatory requirements. We may use information we hold about you to provide information to you about other products and services, which we feel may be appropriate to you. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries please write to us at our usual office address.

OUR SERVICE

We are an independent insurance broker, who acts on our customers' behalf in arranging insurance we will advise you separately prior to the commencement of each contract if this alters. Our services include: advising you on your insurance needs; arranging your insurance cover with insurers to meet your requirements; and helping you with any ongoing changes you have to make. As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims.

There may be an occasion where we do not offer any advice as to the suitability of the contract for your needs, and in these circumstances, we will confirm this to you in writing.

If you mislay your policy at any time, we will issue a replacement policy document, if you request it.

Whose products we offer

We usually offer advice from a limited panel, or single insurer. We will confirm, for each individual policy we provide you with, the basis of our advice. In certain circumstances we will use the services of another intermediary to place your insurance and in these circumstances we will state the name of the intermediary we use and the name of the risk carrier in the form of "underwritten by".

The service we will provide you with

We will advise and make a recommendation for you after we have assessed your demands and needs. Our advice will be confirmed in a demands & needs and suitability statement, giving reasons for our recommendation. Where we have not given advice, or made a recommendation, you will need to make your own choice about how to proceed.

WHAT YOU WILL PAY FOR OUR SERVICES

We usually receive a commission from the insurance provider with whom we place your business, and in such a case, the commission will be due to us either when we are in receipt of cleared funds from yourself (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurance provider will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. We may also receive a commission or fee for passing introductions to other professional firms.

In addition, we will charge a card handling fee for the use of credit or debit cards to pay a premium. This fee will depend upon the card used and currency of the transaction. You will always be notified, prior to commencement of cover, the fee applicable.

Occasionally we may arrange a policy on which we earn no commission (a 'net-premium policy') and in these cases we will advise you of the arrangement fee before you take the policy out. Specific charges, which apply to individual policies, will be advised to you prior to the commencement of each contract applicable to that policy. **The specific charge and purpose of any additional charges will always be advised to you in advance.**

Prior to the conclusion of each insurance contract, or upon renewal, we will remind commercial policyholders of their right to be advised of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

WHAT TO DO IF YOU HAVE A COMPLAINT

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us by writing to The Complaints Officer, Media Insurance Brokers Ltd, Palladium House, 1-4 Argyll Street, London W1F 7T or telephone: 44 020 7287 5054 or fax: 44 020 7287 0679. We will provide you with a copy of our full complaints procedure and will respond to you, always, within 5 working days. We will aim to make a final response to you within eight weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded in writing, and will track the progress of the complaint and responses of that party.

After our final response has been issued, if you still cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion.

The FOS Consumer Helpline is on 0845 080 1800 and their address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

We are covered by 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. Full details and further information are available from the FSCS. The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms, like us. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent.

Insurance advising and arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

PAYMENT OPTIONS

We may accept payment by cheque or the following credit/debit cards – Visa, MasterCard, and American Express. You may be able to spread your payments through insurers' instalment schemes or a credit scheme, which we have arranged with an established insurance premium finance provider. We will give you full information about your payment options and the appropriate finance agreement when we discuss your insurance in detail. Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

LANGUAGE USED

The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

APPLICABLE LAW

This Terms of Business is subject to English Law and the jurisdiction of the English Courts

INFORMATION ON HOW WE TREAT PAYMENTS YOU PAY TO US

Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agent of the Insurer. In certain circumstances you may have the additional protection of insurance companies accepting that monies paid to us are treated as being received by them (Risk Transfer) Please ask for details. All insurance premiums you pay to us are protected in a Statutory Trust Client Account until we pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance. In arranging your insurance we may employ the services of other intermediaries who are regulated by the FSA and your premium may be passed to these intermediaries for payment to insurers.

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.

It is important that you ensure that all statements you make on proposal forms, statements of fact, claim forms and other documents are full and accurate.

Please note that if you fail to disclose any information or change in circumstances to your insurers which could influence the cost, or their decision to accept your insurance, this could invalidate your insurance cover, and could mean that part or all of a claim may be not be paid.