

Terms of Business Agreement - Commercial Customers

Birchall Gregory Ltd

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third-party providers. Please contact us immediately if there is anything in this document that you do not understand/or with which you disagree.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

Working with you

We want to ensure that you are fully supported as a customer of Birchall Gregory Ltd who are aligned to Movo Partnership Ltd We can offer you the following support:

Large Text
Text Talk
Alternative languages

If we can offer you any further support or indeed assist with the list above, please email compliance@movopartnership.co.uk

We also note without reasonable changes we are unable to work with the following clients:
Clients with a lack of capacity i.e. you have an inability to make decisions for yourself, with no responsible person to represent you.

Our Service

Birchall Gregory Ltd are an appointed representative of Movo Partnership Ltd which are authorised and regulated by The Financial Conduct Authority. Our Financial Services Register number is 823503. These details can be checked on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082.

We are permitted to arrange, advise on, deal as an agent of insurers, assist in claims handling, help with ongoing changes, introduce to an insurer/finance provider(s) and arrange lending facilities, collect debt and administer debts in respect of general insurance policies on behalf of our clients.

We have access to leading insurers and often we select your insurance product from a wide range of insurers however there are times when we use a select panel of insurers/finance providers. Please ask us if you would like a list of these insurers. At our discretion, we offer clients the options to pay by instalments through a finance provider. We will always advise you of our selection range prior to you committing to purchase an insurance policy or take out a finance agreement. In certain circumstances we may use the services of another intermediary to place your insurance and in these circumstances, we will always advise you of the name of that intermediary.

Upon assessment of your requirements, we will make a recommendation for a particular insurance product. Our advice will be confirmed in a demands and needs statement which will clearly state the reasons for our recommendation. In some circumstances we may not provide advice, for example if we renew your insurance cover with your existing insurer without re-broking your insurance and where no recommendation has been

provided; and/or if we simply provide you with information on a product. If we do not provide you with advice, we will always make this clear to you in our documentation.

Limitation of Liability

We will exercise reasonable skill and care in the performance of all our services for clients, but we cannot be held responsible for advice, recommendations or actions that are based upon incorrect or inadequate disclosure of material information by clients or their agents. The liability of Birchall Gregory Ltd howsoever arising, shall not exceed in the aggregate the sum of £1,850,000. These limitations of liability shall not apply to liability for personal injury or death caused by our negligence, for fraud or fraudulent misrepresentation, or in circumstances which cannot be excluded by law.

Our Remuneration and other Income

We reserve the right, at our discretion, to make an administration charge, A table of which are available upon request as these can differ.

We will provide you a breakdown of any fee/s to be charged at quotation; below are an example of when fees may be applicable but not limited to:

Arranging new policies

Mid-term adjustments

Renewals

Replacement/duplicate certificates or cover notes

Mid-term cancellations and other refunds are

refunded NET of commission.

In addition, we may charge an administration fee for any mid-term adjustments.

(We receive commissions from insurers when we place your insurance policies, and this commission rate can vary). Occasionally we may arrange a policy on which we earn no commission and, in these cases, We will advise You of the arrangement fee before You take the

policy out. (These fees will be paid to us upon acceptance and inception of the policy by the insurer, we will confirm the amount of the fee as part of your quotation) **We may also make additional charges specific to the arrangement and servicing of certain policies, but these will always be advised to You in advance.**

These fees may be subject to change and where this is the case you will always be advised of the actual fee in writing. Please ask us if you would like further information.

Commercial Customers Duty of Disclosure

Under the Commercial Duty of Disclosure Act, You must, at all times volunteer and disclose all material information that is known by you or ought to be known by you. This means that before your policy is placed, or at renewal, when varying or extending the policy (and also during the policy period if your policy contains a particular clause stating that any change in circumstances, this must be advised to your insurer) When providing information or completing a proposal form or otherwise confirming any information to us, you should take care to ensure that the details provided are complete and accurate. You should note that your duty of disclosure is not confined to answering specific questions asked by us or your insurers and that all material circumstances should be disclosed to us whether or not we or your insurer has asked for the information. Circumstances which may be considered material are:

- special or unusual facts relating to the risk;
- any particular concerns which led you to seek insurance cover;
- anything which would generally be understood as being something that should be disclosed for the type of risk in question.

If you are unsure whether a fact or circumstance should be disclosed, or whether the duty of disclosure information continues throughout the period of your

policy you should disclose the information anyway as failure to do so may lead your insurer to reduce its claim payment, apply additional terms or even avoid your policy.

If any of the information provided by you is not complete and accurate:

- your insurer may cancel your policy and treat it as if it never existed; or
- your insurer may refuse to pay any claim; or
- your insurer may not pay any claim in full; or
- your insurer may revise the premium and/or change the compulsory excess; or
- the extent of the cover may be affected

You should keep a record (including copies of letters) of all information provided for future reference.

Renewal of Contract

We will write to you in good time before your renewal date, offering your terms or in situations where we are not inviting renewal, we will tell you. Renewal of the contract is based on the information you supplied when we arranged your current contract along with any amendments you have made during the period of cover. It is important that you tell us about any changes to your requirements.

Where we offer you renewal terms and your insurance is paid by continuous monthly direct debit instalments, in the absence of a response from you, some insurers will deem this as your consent to renew automatically.

Payment of the Premium

Where we offer you renewal terms and your insurance is paid by continuous monthly direct debit instalments, in the absence of a response from you, some insurers will deem this as your consent to renew automatically.

You must provide the premium due in cleared funds in accordance with the amounts and dates specified in our payment's options schedule. Failure to meet the payment date may lead to insurers cancelling your policy.

Please refer to our payment options schedule for full details on how to make a payment.

Please note that cover will cease if you fail to keep up payments under a credit agreement.

Cancellation Rights

Your policy document will provide you with specific information on your full rights to cancel your insurance. A commercial policy which lasts for more than one calendar month offers you the facility to cancel cover (providing there have been no claims), within 14 days from the policy start date or the date when you receive the full policy documentation from us or your insurers; whichever occurs later. If you are entitled to a refund this will be advised by the insurer, and you may be charged an administration fee.

Refund Procedures

Where you cancel your personal insurance outside the 14-day cancellation period, we reserve the right to charge for our time in providing you with advice and for the administration costs involved. This results in us retaining our original commission and fees.

For some insurance contracts, insurers will not provide refunds for mid-term cancellation of cover. We will tell you if this affects you.

We do not provide refund payments of less than £25.

Notification of Claims or Incidents

Many insurers provide a 24-hour helpline in respect of claims. Please refer to your policy documents for contact details.

Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them either by contacting your insurer or Birchall Gregory Ltd.

If you receive correspondence from a third party about your claim, please pass it to us or your insurer immediately and unanswered.

If you require any assistance with a claim or incident, please contact us.

Client and Insurer Money

Birchall Gregory Ltd are not authorised to handle client monies; all client money is handled by Movo Partnership Ltd. Details of who Movo Partnership Ltd are available within the FCA Register or via our own website. Movo Partnership Ltd hold all client money in a trust account, the purpose of which is to protect you in the event of financial failure since, in such circumstances, general creditors would not be able to make claims on client money.

If Movo Partnership Ltd hold money on a client's behalf, it will be held in a trust fund that is separate from Birchall Gregory Ltd own cash assets.

These separate trust fund arrangements are commonly known as 'client money'.

Due to funds being in a separate trust fund, if Birchall Gregory Ltd were ever unable to pay their debts, this should stop any claims being made by creditors as it does not form part of their own cash assets. **Please ensure you make payment to the details on the invoice and not to any other account. The Movo Metro account is a protected statutory account which is protected by the FCA and ensures your monies are fully protected.**

The trust arrangement Movo Partnership Ltd use for client money is known as a non-statutory trust. Here, they may use premiums and claims monies they receive to fund other clients' premiums and claims; for

example, they may pay a premium on to an insurer before they have received it from the client if they believe it is in the best interests of that client.

Movo Partnership Ltd have agreements with some insurers (known as 'risk transfer agreements'). Under these risk transfer agreements, the insurers agree that they are responsible to you for any premium that you have already paid to us and that the insurer remains responsible for any premium refunds or claims payments until the premium refund or claim payment is received by you. In this case Movo Partnership Ltd may hold client money due to or from the insurers in the same trust fund.

Where Movo Partnership Ltd do not have risk transfer agreements in place with insurers, the client money they hold will still be protected within the non-statutory trust.

Money held as client money is protected within the account and regardless of any outside influences will be paid to insurers who have granted risk transfer and have agreed to subordinate their interests in the trust to those of Movo Partnership Ltd non risk transfer clients.

Movo Partnership Ltd do not use client money to pay commission before they receive your premium.

When Movo Partnership Ltd hold client money on trust for you this gives rise to fiduciary duties upon them that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when they receive premium in case of risk transfer agreements).

Without affecting Movo Partnership Ltd.'s fiduciary duties to you, in some cases they may:

Pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask

them to pass your money to an intermediary outside of the United Kingdom or in a particular country.

arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account.

If they do this, they will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.

If, in the process of handing client money, they earn interest or benefit from investment income or from foreign rate movements, they will keep any such amounts.

Privacy and Confidentiality

Data Protection

1. We will collect and store your personal and financial information which will be handled in accordance with the Data Protection Act 1998 as amended, extended, re-enacted or consolidated from time to time (including without limitation the implementation of the General Data Protection Regulation 2016/679/EC) (data protection legislation). For the purposes of data protection legislation, we are the data controller and we will process your Data in accordance with articles 6 (1)(b), 6 (1)(c) and 9 (2)(a) of the General Data Protection Regulation 2016. We will use your information to ensure proper performance of our agreement with you and to comply with our legal obligations when providing the services as further described below.
2. We may use your name, business name, address, email address, contact number, date of birth (if applicable), and financial information to provide our services to you and verify your identity and this may require us to pass your personal information to our group

companies, electronic verification providers, product providers or other financial firms such as lenders, banks, insurers, fund managers and platform providers. Should you decide not to proceed with our services, we will delete your personal information.

3. We may be required to pass on your personal information to the Financial Conduct Authority (FCA), Financial Ombudsman Service (FOS) or the Financial Services Compensation Scheme (FSCS) to help with an investigation or complaint or other authorities as required by law.
4. We may need to collect sensitive personal data including information about your health, ethnic origin, or criminal prosecutions from third parties such as employers and credit reference agencies, fraud prevention agencies and other similar organisations in order to provide you with our services.

You may exercise your right to withdraw your consent to the processing of your sensitive personal data at any time by contacting Birchall Gregory Ltd

You may exercise your right to withdraw your consent and opt-out of receiving any marketing information from us at any time. To opt-out of receiving such information by contacting Birchall Gregory Ltd providing us with your name and contact details.
5. For further information on how your personal information is used, including your rights to access the personal information, please contact Birchall Gregory Ltd.
6. For further information on how your personal information is used, including your rights to

access the personal information, please contact Birchall Gregory Ltd.

7. LEGAL BASIS FOR PROCESSING YOUR PERSONAL DATA

7.1 IN ACCORDANCE WITH DATA PROTECTION LEGISLATION WE ARE REQUIRED TO NOTIFY YOU OF THE LEGAL BASIS UPON WHICH WE PROCESS YOUR PERSONAL DATA. WE PROCESS YOUR PERSONAL DATA FOR THE FOLLOWING REASONS:

- 7.1.1 for PERFORMANCE OF A CONTRACT WE ENTER INTO WITH YOU;
- 7.1.2 WHERE NECESSARY FOR COMPLIANCE WITH A LEGAL OBLIGATION WE ARE SUBJECT TO; AND
- 7.1.3 FOR OUR LEGITIMATE INTERESTS (AS DESCRIBED WITHIN THIS POLICY).

7.2 WE WILL ALSO PROCESS YOUR PERSONAL DATA INCLUDING PERSONAL SENSITIVE DATA WHERE WE HAVE OBTAINED YOUR EXPLICIT CONSENT.

7.3 IN ACCORDANCE WITH DATA PROTECTION LEGISLATION WE ARE REQUIRED TO NOTIFY YOU OF THE LEGAL BASIS UPON WHICH WE PROCESS YOUR PERSONAL DATA. WE PROCESS YOUR PERSONAL DATA FOR THE FOLLOWING REASONS:

- 7.3.1 for PERFORMANCE OF A CONTRACT WE ENTER INTO WITH YOU;
- 7.3.2 WHERE NECESSARY FOR COMPLIANCE WITH A LEGAL OBLIGATION WE ARE SUBJECT TO; AND
- 7.3.3 FOR OUR LEGITIMATE INTERESTS (AS DESCRIBED WITHIN THIS POLICY).

WE WILL ALSO PROCESS YOUR PERSONAL DATA INCLUDING PERSONAL SENSITIVE DATA WHERE WE HAVE OBTAINED YOUR EXPLICIT CONSENT.

To help make sure you receive a competitive quotation, offer of appropriate payment options, protection against fraud and to verify your identity, both ourselves and insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. This search will appear on your credit report whether or not your application proceeds.

All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance. By accessing our sites and using our services, you consent to any such transfer of information to a third party.

Where you have given us consent, we may use the data we hold about you to provide you with a renewal quotation and information about products and services we consider may be appropriate.

Our Retention of your Personal Information - By using our services you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected.

We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Under the General Data Protection Regulations 2018, you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the

General Data Protection Regulations please refer to the Information Commissioners Office – www.ico.org.uk.

Termination of Agreement

Our agreement may be terminated by either one of us giving 14 days' notice in writing to the other. You will be liable to pay for any outstanding transactions or adjustments prior to termination without any penalty fee as long as these are settled immediately on termination.

We will be entitled to retain any fees or commission payable in relation to business transacted prior to the date of termination.

Law and Jurisdiction

These Terms of Business which form our agreement with you, shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

Bribery and Corruption

Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.

Sanctions

Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

Complaints

Our aim is to provide all of our clients with an excellent level of service; however, we recognise that there may

be occasions when you do not feel satisfied with the service you have received from us. Should you need to make a complaint please contact our Complaints Manager using any of the following methods:

Email: complaints@movopartnership.co.uk

Post: Complaints Manager, Movo Partnership Ltd
1st Floor, 30 High Street, Chislehurst, Kent. BR7 5AS

We aim to resolve complaints within 3 business days following receipt, however if we can't, we will write to you within five working days to acknowledge your complaint and provide details of our complaint handling procedures and who is dealing with your complaint.

We aim to provide a final response to your complaint within eight weeks from the date of receipt of your complaint and if we cannot, we will outline the reasons for the delay and provide you with an indication of when you can expect to receive a response.

If you are dissatisfied with our final response, or we have been unable to provide our final response to your complaint within 8 weeks you may be eligible to refer the matter to the Financial Ombudsman Service (FOS) free of charge. Details of the eligibility criteria can be found in our complaint's procedure or on the FOS website <https://financial-ombudsman.org.uk>. If you do decide to refer your complaint to the Ombudsman, you must do so within six months of the date of our final response.

The FOS offer an independent service for resolving disputes and you can contact the FOS by:

Calling their consumer helpline on 0800 0234 567 or 0300 1239 123

Writing to them at Exchange Tower, London E14 9SR

Emailing complaint.info@financial-ombudsman.org.uk

We will include a copy of the Financial Ombudsman Service's leaflet in all resolution letters.

Solvency and Compensation

We do not guarantee the solvency of any insurer we place business with.

We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit broking. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if the insurer cannot meet their obligations. This depends on the type of business and circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details about the FSCS can be found on their website www.fscs.org.uk.

Conflicts of Interest

Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests or our duty to another party prevents us from discharging our duty to you.

Where we become aware of any actual or potential conflict of interest we will tell you about the situation, the options available to you and we will ask for your consent to proceed.

Appendices

Our Range of Services

What do we do for our Commercial Customers?

The range of service delivered to you by our trained, professional staff depends upon the particular risks you face and therefore your demands and needs for insurance cover. However, we would remind you that we can only know and act upon the information you provide so it is always essential that you fully disclose the risks you face. To provide you with a flavour we've listed examples of what we do for our customers but please note that in some situations this may only involve part of what is listed.

Initially and at Renewal - we will

- confirm the purpose of making contact with you
- answer your queries and provide insurance advice, as requested
- collate and check information required to review your risk and insurance demands & needs.

Market Search - we will

- identify insurance product features which match your demands & needs
- review relevant insurers for their pricing policy, policy terms, service standards, claims service etc.
- collate underwriting information and submit to insurers on your behalf
- monitor receipt of insurer's quotations and negotiate price, terms & conditions, as necessary.

Reporting - we will confirm

- our personal recommendation as to how you should proceed

- the price and any significant or unusual conditions or exclusions of the insurance cover
- the width of our search of the market and whether Birchall Gregory Ltd, are under any contractual obligation to an insurer
- the principal we are acting for in searching the market
- if we have used another intermediary to place your insurance cover the principal we act for when settling a claim
- any fee or charges due in the period of the policy in addition to the insurance premium.

Confirming Cover - we will

- discuss our personal recommendation and take your instruction as to how you wish to proceed
- request insurers to hold cover under your instruction and confirm to you when they have agreed
- check the policy wording issued by your insurer for accuracy in meeting your demands & needs.

Day-to-Day - we will

- carry out regular analysis of the insurance market to provide professional advice
- answer queries on the policy cover, insurance matters or proposed change to your insurance risk
- confirm mid-term adjustments to your insurer under your instruction.

Claims - we will

- report claims on your behalf or ensure you have contact details for speedy reporting of a claim
- liaise with your insurer's Loss Adjuster, as necessary
- discuss and seek early resolution on any current or post-loss concerns you raise, with your insurer.

Accounting - we will

- arrange premium finance where available, if requested

- issue an invoice detailing the payment we require
- reconcile your payment, pay your insurer or obtain return premiums for you, where appropriate.

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 or premium finance facility.