

## IMPORTANT NOTICE TO CLIENTS OF MUNRO-GREENHALGH LTD EXPLAINING OUR STATUS AND TERMS OF BUSINESS

### Definitions.

- "We/Us" means Munro-Greenhalgh Ltd and Munro-Greenhalgh Ltd trading as KBB Insure  
"FCA" – means the Financial Conduct Authority, an independent watchdog that regulates financial services.  
"Consumer" – A policyholder acting for purposes outside his trade, business or profession.  
"Commercial Customer" - A policyholder acting for purposes within his/her trade, business or profession.

- 1 Status. We are an Independent Intermediary and are authorised and regulated by the Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN. Our FCA registration no. is 300042. This can be checked by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6788.
- 2 Complaints. To submit a complaint, please contact Stephen Cadman at the above address or call us on 01706 824023. If we cannot settle the complaint satisfactorily, you may be entitled to refer your complaint to the Financial Ombudsman Service. Further details can be obtained at <http://www.financial-ombudsman.org.uk/publications/consumer-leaflet.htm>
- 3 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. Further details are available by downloading the [Protecting your Money FSCS Leaflet](#) (PDF).
- 4 Scope of Capacity and Services.
  - Advice with a personal commendation - We will advise and make a personal recommendation once we have assessed your needs, our service includes arranging your insurance to meet your requirements and assisting you with ongoing changes.
  - Capacity – We act as your agent when sourcing a policy, placing the insurance and in the event of a claim, we are acting on behalf of the Insurer when we collect your premium, where this occurs in other circumstances, you will be advised at the time.
- 5 Selection. We have conducted a 'fair and personal analysis' of the market to meet your demands and needs, we have reviewed a sufficiently large review of the markets that have your product available. However, you will be advised if your product is offered from a limited market or a single Insurer or if we have used another intermediary to assist in placing your business. A list of Insurers is available on request. In relation to stand alone/individual motor and household legal expenses insurance we only offer products through BDElite Ltd or Motorplus Ltd. In relation to stand alone/individual Motor Breakdown insurance we only offer products through BDElite Ltd, RAC Insurance Ltd or Motorplus Ltd
- 6 Use of other intermediaries. Where we consider it to be appropriate and for your benefit, it may be necessary for us to request another broker or intermediary to act as our agent and assist in the placement of your insurance product. In such cases, we will provide specific instructions to such sub-agents to meet your insurance requirements.
- 7 Standard Fees & Charges. Unless otherwise stated in advance a fee of £10.00 applies to the following: -
  - New Policy Administration
  - Renewals:
  - Mid-Term Adjustments
  - Replacement Certificates or Documents
  - Mid-Term CancellationIn addition, on mid-term adjustments or cancellations we will retain any lost commission earned. If any other fees are payable by you we will tell you about these prior to arranging or renewing the policy. A Charge of between 2% to 3% will apply for any amount paid by credit-card by Commercial Customers. No charge is made for payment by a UK issued personal debit card.
- 8 Payment of Premiums. We normally accept payment by guaranteed cheque or certain credit or debit cards & you should enquire which are available. You may be able to spread your payment through insurers' instalment facilities or a finance arrangement. We will give you full information about your payment options when we discuss your insurance.
- 9 Remuneration. You will receive information about any fees we receive relating to the product you are being offered. Our remuneration will either be a fee as agreed with you or commission which is a percentage of the premium paid by you, or a combination of both where appropriate. This will include commission, fees, over-rider agreements, profit share arrangements and any volume business deals that your policy may contribute towards. Brokerage/fees are for the policy period and we will retain all brokerage/fees in relation to policies we've placed. **We are committed to ensuring complete transparency of our remuneration and we will, at your request, fully disclose our remuneration.**
- 10 MID Disclaimer. If your policy requires you to populate & update the Motor Insurance Database, it is entirely your responsibility to ensure this is done even if you request us or your Insurer to do this on your behalf. We are unable to accept responsibility if you fail in your obligations to ensure the MID is correct as per current legislation.
- 11 Health & Safety. We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation
- 12 Duty to Disclose. You are obliged to ensure that the Insurer is provided with full and accurate material facts about your risk, now and throughout the lifetime of your policy. A material fact is anything that may influence an Insurers judgement in their assessment of your policy, **and should include all incidents/losses that you have dealt with yourself without involving an Insurer.** A material fact could include changes to your business activity, criminal convictions or any financial issues such as a potential bankruptcies or CCJ's. If you are unsure as to whether a fact is material, we recommend that it be disclosed. Failure to disclose may entitle the Insurers to refuse to pay part or all of any subsequent claims.
- 13 Insurance Act 2015 (Commercial Customer). - Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately. You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information. If you feel you have not been able to do so, please advise us, so we can allow underwriters to make further enquiries if they wish to do so. You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith. Any deliberate or reckless misrepresentation may involve part, or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy. We may provide you with a written summary of our information presented to underwriters for you to check.
- 14 Consumers Insurance (Disclosure and Representations) Act 2012 (CIDRA) (Consumers only). You are respectfully reminded of your duty to take reasonable care not to make a misrepresentation in any information that is provided by you to insurers and to answer all questions asked by insurers honestly. Under CIDRA, a misrepresentation may amount to a failure to comply with a request from an insurer for confirmation, or amendment, of details previously provided by you. **Please be aware that the duty to take care not to make a misrepresentation exists not just prior to any placement being affected but also at any subsequent renewal and any variation of the contract terms during the period of insurance.** In the event of a deliberate or reckless misrepresentation, insurers may avoid the contract. Under CIDRA deliberate or reckless misrepresentation is a misrepresentation where you know it to be untrue or misleading (or

do not care either way) and that you know (or do not care) that the matter to which it relates is relevant to insurers. **Please consult us if you are in any doubt on this aspect.**

- 15 **GDPR/Data Protection.** Unless required by law, public interest, regulators or you give your consent, all information you supply will be kept confidential to us and parties involved in the normal course of arranging/administrating your insurance. We may provide you with information about other products and services, which we feel may be appropriate to you. If you do not wish to receive marketing information, or to allow us to disclose information about you to other parties, please notify us in writing. We are registered under the Data Protection Act 2018 with the Information Commissioner's Office (ICO) as a Data Controller and we undertake to comply with the Act and the General Data Protection Regulations (GDPR) in all our dealings with your personal data. You are entitled to see personal information we hold about you in our records. For details of how we use the personal information we collect from you and your rights please view our privacy policy at <https://www.munro-greenhalgh.co.uk/about-us/terms-of-business-and-privacy-policy.html>. If you do not have access to the internet please contact us and we will send you a printed copy. **IMPORTANT** – Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims. Motor insurance details are added to the Motor Insurance Database run by the Motor Insurers' Information Centre that has been formed to help identify uninsured drivers and may be searched by the Police to help confirm who is insured to drive. In the event of an accident the database may be used by Insurers and the Motor Insurers' Bureau to identify relevant policy information. Other insurance related databases may also be added in the future.
- 16 **Cooling off period (consumers only).** We will give you enough information and help so you can make an informed decision before you make a final commitment to buy your insurance policy. However, you will have 14 days to change your mind and cancel the insurance contract from the date you receive your policy documentation.
- 17 **Credit Checks.** To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether or not your applications proceed. As well as these searches they or us may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your applications proceed. Unless you contact us to confirm you do not wish us to carry out these searches we will assume your consent has been given and proceed as above.
- 18 **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. Where we use an unrated insurer, you will be notified separately.
- 19 **Claims.** You must notify us immediately of a claim or any circumstances which may give rise to a claim. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. In the event of an Insurer becoming insolvent or delays making settlement, we do not accept liability for any unpaid amounts.
- 20 **Client Money.** In some cases premiums are collected in line with a strict agency agreement known as a Risk Transfer and when we collect these premiums, we are acting on behalf of the Insurer. Where risk Transfer does not apply, client money is held in a Statutory Trust in accordance with the FCA Client Assets Sourcebook (CASS), with our nominated bank. Holding money in line with CASS ensures your money is protected and used only for the settlement of Insurer accounts. **Any interest we earn on client money and any investment returns will be retained by us for our own use.**
- 21 **Payment to Third Parties.** We may transfer client money to third person, such as another broker, for effecting a transaction on your behalf through that person. This may include brokers or agents outside the UK. The legal and regulatory regime applying that person outside the UK may be different from that of the UK and in the event of a failure of that firm; this money may be treated in a different manner from that which would apply if an agent in the UK held the money. You may notify us if you do not wish your money to be passed on to a person in a particular jurisdiction.
- 22 **Cancellation Clause.** Your insurance may include a cancellation clause. If you are a Consumer, this is mandatory. Full cancellation details will be explained to you during the negotiation process. If you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned if the insurance is cancelled after inception, our fees or brokerage will not usually be returnable.
- 23 **Financial Crime.** The National Crime Agency (NCA) requires us to report any suspicious transactions to them, and we may have to obtain evidence of client's identity at the start of a Business relationship. We may ask for sight of your Passport, Utility Bill or Bank Statement. For Companies, evidence usually consists of a copy of the Certificate of Incorporation or we may check the Companies House register.
- 24 **Limits of Liability.** Munro-Greenhalgh Ltd's aggregate liability for any claim arising from negligence, breach of contract, breach of statutory duty or any other claim out of or in connection with this Agreement is limited to the following: -
  - a) Personal injury caused by Munro-Greenhalgh Ltd: No Limit.
  - b) Fraudulent acts or wilful default by Munro-Greenhalgh Ltd: No Limit.
  - c) All other claims the total aggregate liability of Munro-Greenhalgh Ltd: shall not exceed £1 Million.Munro-Greenhalgh Ltd does not accept liability in any circumstances for loss of revenue, loss of opportunity, loss of reputation, loss of profit, increased costs or any other indirect or consequential losses. Your Instructions to Us to arrange coverage on your behalf will be deemed your signed, written agreement to be bound by the provisions of this section.
- 25 **Termination.** Our services may be terminated without cause or penalty by giving one month's notice in writing. In the event that our services are terminated by you other than at the expiry of the policy we will be entitled to retain any fees and all of the brokerage payable. The responsibility for handling claims reported after the date of termination shall, in the absence of an express agreement, be the responsibility of the party taking over the role.
- 26 **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.
- 27 **NOTE.** We reserve the right to amend these Terms and Conditions at any time without prior notice. Your acceptance of these Terms of Business does not affect your normal legal rights.

Date: 01 October 2018