RHA
Insurance Services

Haulage & Logistics
Terms of Business Agreement

HAULAGE INSURANCE, EXPERTLY DELIVERED

Our Terms of Business Agreement

Please note that if you have received this documentation by email, you do have the option to be sent a paper copy free of charge. If you wish to receive paper documentation, please contact us and we will be happy to arrange this.

The Financial Conduct Authority (FCA) regulates financial services firms in the UK. Use this information to decide if our services are right for you. Please read these terms carefully. If you have any questions about this Terms of Business document or have any questions regarding our relationship with you, please contact us.

Accepting our Terms of Business

By asking us to quote for, arrange or assist in the administration and performance of your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- the section headed 'Use of personal data', and the sub-section titled 'Credit checks';
- the section headed 'Handling money', which explains our terms for handling client money in a Statutory Trust account.

For your own benefit and protection you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us.

It is your responsibility to obtain authority to act for all joint policyholders (if applicable) and to keep them informed of matters relating to this agreement.

About RHA Insurance Services

RHA Insurance Services is a trading name of Specialist Broking Retail Limited, Registered in England and Wales (No:10301653). Registered office: Affinity House, Bindon Road, Taunton, Somerset TA2 6AA. VAT Registration Number 477 7248 00. Specialist Broking Retail Limited is authorised and regulated by the Financial Conduct Authority FRN: 927512. You can check this on the FCA's website at **https://www.fca.org.uk/firms/financial-services-register** or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

RHA Insurance Services referred to herein as "we" or "us" or "our".

Our trading address is Cumberland House, 129 High Street, Billericay, Essex, CM12 9AH. Specialist Broking Retail Limited trading as RHA Insurance Services is part of the Lloyd & Whyte Group. Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts and credit broking including supplementary debt-related administration in relation to insurance Premium Finance instalment facilities.

Our Status and Scope of Services

We are an authorised insurance broker, our role is to advise you and to make a suitable recommendation based on a fair and personal analysis. We will fully explain the basis of any advice or recommendation we give to you in order to ensure that the product you have selected meets your demands and needs.

We will typically select commercial insurances from a range of insurers to find you the most appropriate product to suit your needs. However, depending on your demands and needs, we might only consider a specific product from a single insurer, or products from a limited number of relevant providers. We may limit the number of providers we ask to those we use for selected types of insurance, through our own specialist facilities, or via a specialist intermediary. We arrange cover through a single Insurer for Motor Legal Expenses cover.

We will confirm to you which approach we have used for your policy in good time before any arrangements are finalised, including whether or not we propose using another intermediary to help place your business.

We may also choose to use a 'delegated authority' arrangement, which means that we have the authority to do certain things on behalf of the insurer. That could include calculating your premiums and issuing your policy documents. In this capacity, and when collecting your premiums, we will be acting as agent of the insurer.

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Typically, we will act on your behalf in all other circumstances. However, should this not be the case, we will confirm the capacity in which we are acting before undertaking any relevant transactions. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer, and we do not hold voting rights or capital in any insurer.

Our Commitment to You

We always aim to deliver good service and support when you need it and to treat you fairly in all our dealings with you. This means that we will always conduct our business with skill, care and integrity and we will not put ourselves in a position where our duty to you is compromised.

Fair Value

In most circumstances, the products we offer are manufactured by product providers (usually the insurers) whereby we act as the distributor. In some cases, the products we may offer are co-manufactured by product providers (usually the insurers) and by us. As a distributor, we have measures in place to:

- Obtain information about the product, the product approval process and understand the identified target market;
- Ensure we understand the value assessment that the manufacturer has undertaken, so we can distribute the product accordingly;
- Consider the impact that our distribution strategy and process have on the value of any product;
- Provide information to support the manufacturer in their product reviews;
- Amend our distribution processes if we identify it results in harm to our customers; and
- Carry out product reviews for all products we distribute.

Insurer security
We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer, and we do not hold voting rights or capital in any insurer. The insurers we use are regulated and required to hold adequate capital resources. If you have any concerns about the insurance company recommended, please contact us.

Quotations

We cannot guarantee that any quotes will be valid for any specific period of time as any quote given is dependent on insurer rates which can change frequently. Your Insurer has the right to decline your risk, increase the premium, or restrict the policy if any errors or omissions are found in the information disclosed to them. They also reserve the right to withdraw or amend a quotation at any time before the insurance is issued.

Receipt of Instructions / Changes to Cover

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible. We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you. We do not consider instructions to arrange or change cover which are sent to us by post, electronic mail or facsimile, or left on voicemail, to have been received until they reach the relevant personnel in our offices. We do not accept any responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

Transferred Business

If we take over the servicing of insurance policies mid-term which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection. We would ask you to contact us without delay should any aspect of a policy, which has been transferred to us, causes you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

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Complaints and Compensation

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact our Customer Services Manager at the address shown above. When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request.

If you remain dissatisfied with our final response, you may be eligible to refer the matter to the Financial Ombudsman Service (FOS). Please refer to their website provided below, for further information on FOS eligibility criteria.

You may contact the FOS at:
The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Tel: 0800 023 4567 (from a landline) or 0300 123 9 123 (from a mobile) Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS) for our regulated insurance mediation activities. You may be eligible to make a claim for compensation from the scheme in the event we fail to meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit; or
- 100% of the claim without any upper limit for compulsory classes of insurance (such as Third-Party Motor or Employers Liability).

Further information about compensation scheme arrangements and limits is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100, or at www.fscs.org.uk

Payment for our services / Settlement Terms

We normally earn remuneration by receiving a commission payment from insurers or product providers and where applicable finance providers. This amount will typically be calculated as a percentage of the insurance premium and the percentage will have been contractually agreed with the insurance company. In good time before the conclusion of each insurance contract or, upon renewal, we will remind you of your right to be informed of the level of commission which we receive from insurers or product providers. On request we will be pleased to provide information about any commission received by us in the handling of your insurances. If the type of policy we sell reaches specific profit targets the insurer may also pay us an additional bonus.

The commission we receive varies depending on several factors including the class of business and complexity of the risk, the insurer and our relationship with them and the amount of administrative work undertaken in order to arrange the cover. Where the insurer commission does not cover the cost of work involved, we will charge you a fee in lieu of commission. Full details of the fee will be provided to you at the outset and before cover has been arranged.

We can also earn remuneration by charging you a fee for our services. Whenever we charge a fee in respect of new business or renewals, that amount will be agreed with you in advance and will be disclosed to you separately to the insurance premium. We therefore may charge you a fee and earn commission when placing your insurances. Commission and fees are earned for the policy period on placement and we will be entitled to retain all fees and commission in respect of the full policy period in relation to policies placed by us.

We also earn remuneration for mid-term adjustments made to your policy by you (mid-term adjustment fee = £25). The quote / renewal presentation will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. Full payment of premium and fees is due

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before cover commences, or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you. Failure to pay the premium due will mean that your insurance policy might not commence or that it will be cancelled.

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you. We also draw your attention to the sections below headed 'Cancellation of Insurances' and 'Ending your relationship with us'.

Methods of Payment

We only accept payments by cheque, bank transfer, credit/debit card or arranged Premium Finance with a third party Premium Finance provider. We will give information about premium payment options when we provide quotations and at renewal.

We may be able to offer a credit facility for you to pay your insurance premium via multiple instalments through the insurer where available, or through one of the following Premium Finance providers; Premium Credit Ltd, Investec and Close Brothers Ltd.

Where we can offer such an instalment facility, we do not offer advice in relation to this but we may ask some questions to narrow down the selection of options available; you will then need to make your own informed choice about how to proceed. Where you decide to pay by instalments, we act as a credit broker and not as the finance lender. Using Premium Finance makes the overall cost of the insurance more expensive. A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision on whether to proceed.

We do not charge any fees for introducing you to a finance lender, however, the Premium Finance providers remunerate us in the form of commission for their credit broking arrangements with our clients.

Cancellation of Insurances / Return Premiums

You should make any request for the cancellation of a policy in writing, and any relevant certificate of insurance must be returned to us or to the insurer concerned immediately. Please note that any cancellation charges listed herein are the charges we make; your insurer may also charge a cancellation fee in addition. Please ensure that you carefully read the policy documentation from your insurer to ensure you are aware of any such charges.

Handling your Money

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agent of the insurer in collecting premiums and handling refunds due to clients as well as the transfer of claim monies. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. If Risk Transfer does not apply, such monies will then be held by us in a Statutory Trust account pending payment. The establishment of the Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally.

A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Statutory Trust account. Interest earned on monies held in such a Statutory Trust account will be retained by us.

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out transactions on your behalf through that person. We may also transfer Client Money to a professional services firm such as a loss adjuster, surveyor or valuer unless you instruct us otherwise.

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Consumers

If you are a consumer acting for purposes outside of your trade or profession, you are entitled to cancel your insurance policy for any reason within 14 days of the day of conclusion of the contract (policy) or the day you receive the full policy terms, whichever date is the later. Should you cancel your policy within this period you will be entitled to a refund of premium paid less any deduction made under the terms of the insurers' policy whereby your contract (policy) has incepted, as detailed in your policy documentation, with any commission earned by us retained in full. You will not be entitled to a refund of premium if a claim has been made against your insurance policy prior to the cancellation date. For full details of this entitlement and whether you are eligible, please refer to the insurance policy documentation.

In the event of any cancellation outside of this period, your insurer will calculate any refund of premiums paid due back to you by making a deduction under the terms of the policy. You will not be entitled to a refund of premium if a claim has been made against your insurance policy prior to the cancellation date. For full details of this entitlement and whether you are eligible, please refer to your insurance policy documentation.

Commercial Clients

Should you wish to cancel your policy, your request must be made in writing to us, and you should return any relevant documentation. In the event of cancellation, any fees charged throughout the policy, as detailed under the above heading 'Payment for our services', are not refundable. You may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover and additionally you should note the following:

- 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 before the policy expires.
- Insurers do not normally provide a refund where a 'minimum and deposit' premium has been charged.
- Cancellation may not be possible until you return your certificate of insurance to us or your insurers.
- Cancellation of a direct debit does not cancel a policy and any balance of premium owing may be due.

If you require any clarification regarding the cancellation of your policy, please check with us before providing cancellation instructions. You will not be entitled to a refund of premium if a claim has been made against your insurance policy prior to the cancellation date, with any commission earned by us retained in full.

Use of Personal Data

In your dealings with us, you may provide information that includes data that is known as personal data. The personal data we collect may include data such as your name, address, and wider contact details and, depending on the nature of your policy, data relating to health. We will gather and process your personal data in accordance with our Privacy Policy which can be found at http://www.dicr.co.uk/privacy-policy and in compliance with the relevant data protection regulations and laws.

This notice provides you with the necessary information regarding your rights and our obligations, and explains how, why and when we process your personal data. A paper copy of our Privacy Policy can be provided upon request, free of charge. It is important that you read and understand this document. If you have any queries in respect of confidentiality and data protection, please contact us using the details provided on the Privacy Notice.

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Ending Your Relationship with Us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt or the date of receipt of any outstanding premiums and fees. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

- Valid reasons may include but are not limited to;
- non-payment of premium or fees
- commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s);

- failure to provide requested documentation or information; and
- deliberate failure to comply with terms set out within the Terms of Business Agreement or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud;, or other instances of "bad faith"

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for the services provided.

Conflict of Interests

Occasions can arise where we or one of our associated companies, clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Claims Handling Arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Insurers require immediate notification of a claim or circumstances which might lead to a claim. Failure to notify insurers immediately can prejudice their position and investigation and result in the repudiation of the claim. Please notify us immediately within our office hours of any incident or accident that could result in a claim, we will inform the insurer without delay. Alternatively you can contact the Insurers directly as per the claim procedures contained within the policy documentation. We will employ due care and skill if we assist you in respect of a claim.

Other taxes or costs

Please note there is a possibility that other taxes and/or costs may exist in respect of products and services offered by us, which are not paid through or imposed by us.

Governing law

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

Variations

We may vary the terms of this agreement from time to time. We will notify you of any change to these terms in your renewal invite, these will be sent to you in good time before the expiry date of your insurance policy so that you can make an informed decision about whether to renew your policy on the new terms.

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Your Responsibilities – Consumers

If you are a consumer, under the Consumer Insurance (Disclosure and Representations) Act 2012, you have a duty to answer any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

Your Responsibilities – Commercial

If you are a commercial customer, under the Insurance Act 2015, you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances include, but are not limited to:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size and complexity of your business and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

Credit Checks

We, and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The

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information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

Call recording

Please note that calls to us may be recorded.

Combating Financial Crime

We are obliged to conduct reasonable due diligence to protect you and us against the risk of financial crime. We may require you to provide evidence to assist us with verifying your identity and any payment details you provide to us to ensure that the transactions that we conduct on your behalf are legitimate.

Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any applicable anti-bribery laws (including the Bribery Act 2010). We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing any such report to you.

We shall not provide any services, provide any benefits, or make any payments to any client that is the subject of any trade and economic sanctions or embargos or provide services to any client located, organised in or resident in a country or territory that is the subject of comprehensive country sanctions.

We will carry out checks of the consolidated list of financial sanctions targets designated by the United Nations, The European Union and the United Kingdom and maintained by the Office of Financial Sanctions (OFSI) for all customer transactions. If sanctions apply, we are obliged to report the transaction to the relevant authorities and, in such cases, we shall not make any further payments or process already notified claims and insurers may invoke cancellation rights to terminate affected insurance contracts.

Vulnerable Customers

We understand there may be times when you are experiencing challenges or require additional support. Please let us know if any additional assistance or adjustments need to be made.

Statutory rights

Agreement to our Terms of Business does not affect your statutory rights.

Alternative Versions of this Document

If you would like this document in larger print or in another format, please contact us.

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