

# Terms of Business & Regulatory Information for Commercial Clients 2009

John Millin (Southport) Ltd is registered under number 00849631 and trades as Millins Chartered Insurance Brokers from the above address. We are authorised and regulated by The Financial Services Authority (FSA) under firm reference number 307628. You can check the FSA's Register at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by phoning the FSA on 0845 606 1234.

## Our Scope of Service

Our mission is to provide you with a first class professional insurance broking service and good quality insurance products at a reasonable price. Our Insurance quotations are usually advised and will be on one of the following bases :-

- from on a fair analysis of the insurance market of a variety of insurers, or,
- will result from a comparison of a limited number of insurers, or,
- will be from a single insurer

The basis of your quote depends on the degree of specialism of the particular class of insurance and your needs. We are not contractually obliged by any insurer to place certain classes of insurance with them. On each occasion we will advise you which of the above bases apply and whether or not we have given you advice. You may request a copy of the list of insurance providers that we deal with in relation to any particular class of insurance.

## How to Complain

Our full complaints procedure can be sent to you on request. However, in the first instance any dissatisfaction should be advised to us verbally and we will endeavour to promptly resolve the issue. In the unlikely event that the matter can not be resolved, you have the right to refer your complaint to the Financial Ombudsman Service (FOS). You can find out more about the FOS on their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by phoning them on 0845 080 1800.

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS) and in the unlikely event that we are unable to meet our liabilities, you may be entitled to compensation from the FSCS. Such compensation may be up to £2,000 for the first part of any claim and 90% of the remainder. Further information about compensation scheme arrangements is available from the FSCS on their website [www.fscs.org.uk](http://www.fscs.org.uk) or by phoning them on 020 7892 7300.

## How to Claim

You should notify us as soon as possible if anything happens that could lead to a claim by phoning us on 01704 821187, email: [office@millins.co.uk](mailto:office@millins.co.uk) or you can write to Millins Chartered Insurance Brokers at the above address. We will then advise you what to do next. You can also check your Policy Summary and Documents that specifically relates to your policy. If your insurer operates a direct claims reporting help-line, its details should be in the documents provided by your insurer.

## Mid-Term Cancellation

When a policy is cancelled mid-term, in many cases (depending on the particular insurer and type of policy ) you will be entitled to a pro-rata refund of premium. However some policies may be on a minimum and deposit basis where no refund is available. In all cases we reserve the right to apply cancellation fees and deduct commission from your gross premium refund, in order to determine your nett refund.

If you are paying your premium via third party finance firm Finsure Premium Finance, and you wish to cancel your policy mid-term, please contact us in the first instance and we will arrange cancellation for you. There is frequently a difference between your nett refund and the balance due to Finsure in order to settle the loan. In these cases, we will either invoice you for the amount outstanding, or send you a refund cheque.

## Our Fees

In order to maintain our professional level of service and to fund compliance with regulatory standards, it is necessary for us to charge non-refundable fees on the following scale:

	Min	Max
New Business Fee	£ 15.00	£250.00
Renewal Fee	£ 15.00	£250.00
Re-broking Fee	£ 15.00	£250.00
Low Commission Surcharge	up to 15% of premium before IPT	
Instalment Fee (4 monthly payments, and # see below)	£ 3.00 per instalment	
Direct Debit Charge applied to loan (via Finsure)	6%	12% subject to change
Direct Debit Charges applied to loan (via Insurer)	Various as applied by Insurer	
*Mid-Term Adjustment Fee (including change of address)	£ 15.00	£ 20.00
*Mid-Term Cancellation Fee	£ 15.00	£ 20.00
Dishonoured Cheque Fee	£ 21.00	£ 21.00
Duplicate Certificate / Taxation Covernote Fee	£ 15.00	£ 20.00
Duplicate Policy Fee	£ 20.00	£ 20.00
Evidence of Cover Fee (e.g. to a mortgage provider)	£ 15.00	£ 20.00
Debit Card Payments (Maestro & Visa Debit)#	No additional fee	
Credit Card Payments (Visa & Mastercard)#	2% applied to total cost	
Credit Card Payments (Amex & JCB)#	3.5% applied to total cost	
Handling Insured Losses (claims)	No Charge	
Late Payment Surcharge	10% applied to total outstanding	
Other Services	By arrangement	

\* where a mid-term adjustment or mid-term cancellation results in a premium refund **and** the insurance provider deducts commission from your premium refund, such commission will be deducted from the nett refund payable to you. Our usual adjustment and/or cancellation fees will also apply.

## Data Protection and Confidentiality

We will treat your personal (or other) information with the utmost respect and, where appropriate, in accordance with data protection legislation, including the Data Protection Act 1998. Information provided by you (or which is obtained from other sources in the course of our dealings with you) may be used by us to facilitate the provision our services.

## Taking Care of your Premiums

Monies that we receive and hold in the course of carrying on insurance mediation for you will be held by us in trust. Such money will be held by us, either as agent of your insurer; or, as Client Money in accordance FSA rules, in either case your premiums will be held in trust accounts. We may transfer client money to another firm or person (such as another insurance broker) for the purpose of effecting an insurance transaction on your behalf through that firm or person.