

# Terms of Business & Regulatory Information for Consumer Clients 2011 v 1-10-11

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.

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## 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 at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or phone them on 0845 080 1800.

## Financial Services Compensation Scheme

In the unlikely event that we are unable to meet our liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0207 892 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.

## Cancellation (Cooling Off) Rights

In most cases you have the right to cancel your policy within 14 days of cover starting, or within 14 days of receiving your policy – whichever is the later. If you choose to exercise your cancellation right, you must inform us in writing within the time period allowed and return any documents that you have received. In most cases you will be entitled to a full refund of premium. However, any fees that we have charged you (see **Our Fees** below) are not refundable. **NB** If you do not cancel within the 14 day period then you will forfeit your right to a full refund of premium. However, in most cases you will be able to later cancel your policy mid-term.

## Mid-Term Cancellation

When a policy is cancelled mid-term, in most 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. If you are paying your premium via third party finance firm Premium Credit, and you wish to cancel your policy mid-term, please contact us in the first instance and we will arrange cancellation for you. In some cases, there may be a difference between your net refund and the balance due to Premium Credit 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 / Renewal / Re-Broking Fee	£ 15.00	£250.00
Low Commission Surcharge		up to 15% of premium before IPT
Direct Debit Charge applied to loan (via Third Party Finance Firm)	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	£ 25.00
*Mid-Term Cancellation Fee	£ 15.00	£ 25.00
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	£ 25.00
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 net 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.

## Credit Searches & Accounting

In the provision of premium financing and insurance quotes/renewal terms, some insurers and finance providers may search files made available to them by credit reference agencies. Some insurers / premium finance providers may also pass to credit reference agencies information that it holds about you and your payment record. Credit reference agencies may keep records of searches and share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud. This may involve credit scoring computation.