

# Terms of Business & Regulatory Information for Corporate Clients 2022

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 Conduct Authority (FCA) under firm reference number 307628. You can check the FCA's Register at <https://register.fca.org.uk> or by phoning the FCA on 0800 111 6768

The terms of this agreement for general insurance services to our clients include:

- Advising our clients on their insurance needs.
- Arranging insurance cover in accordance with their requirements.
- Helping our clients with any changes to such insurance cover that they wish to make.
- Assisting them with claims on insurance policies we have arranged.

## Our Scope of Service

Our mission is to provide you with a first class professional, independent, insurance service and good quality insurance products at a reasonable price.

We are an insurance intermediary, acting between you and the insurer/product provider. We act as your agent, for example, by sourcing and recommending suitable insurance and assisting you with your claims. We can also act as agent for the insurer/product provider for example by collecting their insurance premiums from you.

Our Insurance quotations are usually advised and will be on one of the following bases : -

- based 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 of course your specific needs.

We are not contractually obliged by any insurer to place certain classes of insurance with them. On each occasion that we prepare an insurance quotation for you, we will advise you which of the above bases apply and whether or not we have provided independent (or restricted) advice. You may request a copy of the list of insurance providers that we deal with in relation to any particular class of insurance.

We will provide you with adequate information in a comprehensive and timely way to enable you to make an informed decision about the insurance being proposed.

If we are unable to match your requirements, we will explain the differences between those requirements and the insurance which we are proposing.

## Fair Presentation of Risk

We remind you, that you are obliged to declare all material facts relating to this insurance in order to make a fair presentation to insurers. This is your responsibility and failure to do so may invalidate your insurance cover and/or result in a claim not being settled.

A fair presentation of the risk is one that meets the following criteria:

- Disclosure of every material circumstance which you, the insured knows or ought to know, or failing that, disclosure which gives the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.
- Disclosure in a manner which would be reasonably clear and accessible to a prudent insurer.
- Every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.

Failure to make a fair presentation allows insurers certain rights depending on whether the breach was deliberate or not. Details of these were contained in our Guide to the Insurance Act 2015 a further copy of which can be provided on request.

**If there is any doubt as to whether a fact is material or not, it should be disclosed.**

## Data Protection, Privacy and Confidentiality

We will treat your personal information with the utmost respect and, where appropriate, in accordance with current data protection legislation, including The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). Please refer to our Privacy Policy on the last page for more detail.

## **Payment of Premium**

The premium is due on attachment of cover. In order that we can settle with Insurers we will require payment of the premium within the terms of trade specified on the debit note or covering letter. This will normally be within 30 days of invoice date.

In certain circumstances Insurers may impose a specific payment term whereby they require payment of premium by a certain date.

We will not accept responsibility for cancellation of insurance by insurers due to late or non-payment of premium by clients

## **Cancellation**

When cancellation is required, you must inform us in writing (to the above address). In most cases (depending on your insurer, type of policy and whether or not any claims have occurred) you will be entitled to a pro-rata refund of premium. However many Commercial policies are 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 premium refund. If you have financed some or all of your premium via third party finance firm Premium Credit, and you wish to cancel your policy, please contact us in the first instance, we will arrange cancellation for you. There is often a difference between your nett refund and the balance due to Premium Credit in order to settle the loan. In such circumstances, we will either invoice you for the amount outstanding, or send you a refund cheque.

## **Client Money**

Client Money is money we receive and hold in the course of carrying on insurance mediation for you.

Client money will be held by us in statutory trust account and in accordance with the FCA client assets sourcebook. Money that we hold as an agent of an insurer is not client money and will be held by us in trust in a separate bank account.

We may transfer client money to another person, such as another broker, for the purpose of effecting a transaction on your behalf through that person.

## **Our Remuneration**

The insurers/product providers that we recommend to you in some cases provide us with a commission. We will disclose the % rate to you on request. However, in order to maintain professional standards and service levels it is necessary for us to charge non-refundable fees.

1. We will not impose any fees or charges in addition to the premium required by the Insurer without first disclosing the amount and purpose of the charge. We do reserve the right to charge for policy amendments, claims handling or cancellations.
2. We will be remunerated for arranging the insurance in the form of commission or brokerage paid to us by the Insurers underwriting the insurance, unless the arrangement which we have with you is that our services will be provided in return for an agreed fee.
3. In the event of there being any return premiums due, we will return these to you net of commission.

## **How to Claim**

You should notify us as soon as possible if anything happens that could lead to a claim. Please notify us of a claim by phoning Millins Chartered Insurance Brokers on 01704 821187, email: [office@millins.co.uk](mailto:office@millins.co.uk) or 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 Documents provided by your Insurer that specifically relates to your policy.

These documents will include details of the Insurer's direct claims reporting help-line, should they operate one.

## **How to Complain**

We have a complaints procedure (which can be sent to you on request). 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 0800 023 4567.

## **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 0800 678 1100.

## **Research, Credit Searches & Accounting**

In the provision of premium financing and insurance quotes/renewal terms, we, your insurer and/or finance provider may search publicly available information (such as information from the internet) and also files made available by credit reference agencies. Your details may also be passed to credit reference agencies. 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.

# MILLINS PRIVACY POLICY

John Millin (Southport) Ltd T/A Millins Chartered Insurance Brokers is committed to protecting and respecting your privacy



This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be held and used by us. We gather and use information about you in order to provide our services and insurance products.

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting [www.millins.co.uk](http://www.millins.co.uk) and by providing personal data to us, you are accepting and consenting to the practices described in this policy.

For the purpose of the General Data Protection Regulation 2018 the Data Controller is:-

John Millin (Southport) Ltd T/A Millins Chartered Insurance Brokers  
14 New Street  
Mawdesley  
Ormskirk  
L40 2QP

## INFORMATION WE COLLECT FROM YOU

We may collect and process the following data about you. This may arise from you filling in forms on our website or by corresponding with us by phone, e-mail or otherwise.

- Name and job title
- Contact information including postcode and email address
- Information relevant to your insurance enquiry
- Website visit data including the Internet protocol (IP) address used to connect your computer to the Internet
- Other information relevant to your enquiry

## HOW WE USE THIS INFORMATION

We use the information that you have given us, and that we hold about you in the following ways:-

- to administer your insurance policy(ies);
- for the provision of our services you have requested;
- to contact you in response to a specific enquiry
- to notify you about changes to our service;
- for our own internal records;
- providing always that you have given to us the necessary consent, to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;

We may combine **information we receive from other sources** with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above.

## DISCLOSURE OF YOUR INFORMATION

Provided always that you have provided the necessary consent(s), we may share your information with selected third parties including insurance companies, wholesale brokers and premium finance providers

We may disclose your personal information to other third parties if we are under a duty to disclose or share it in order to comply with any legal obligation. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## SECURITY

We will always hold your information securely.

To prevent unauthorised disclosure or access to your information we have implemented strong physical and electronic security safeguards. We also follow stringent procedures to ensure we work with all personal data in line with the General Protection Regulation 2018.

## HOW LONG WE KEEP YOUR PERSONAL INFORMATION

We only keep personal information for as long as is reasonably necessary to fulfil the relevant purposes described in this privacy policy. We will keep your details for the period you are a client and for 3 years afterwards, to deal with any ongoing claims or complaints. We may keep your information for longer if required by law.

## UPDATING YOUR PERSONAL INFORMATION

We take reasonable steps to ensure that the information we hold about you is reliable and as accurate and complete as is necessary for its intended use. However you are entitled to see the information we hold about you and to update any inaccuracies. We are entitled to charge a £25 fee for providing you with a copy of your personal information.

## COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our cookies policy on our website

## OTHER WEBSITES

Our website contain links to other websites. We are not responsible for the information any such website collects, or the use it makes of it and this privacy policy only applies to our website so when you link to other websites you should read their own privacy policies.

## HOW TO CONTACT US

Please contact us if you have any questions about our privacy policy or information we hold about you. You can contact us by:

email [office@millins.co.uk](mailto:office@millins.co.uk)

or by writing to us at

Millins Chartered Insurance Brokers  
14 New Street  
Mawdesley  
Ormskirk  
Lancashire  
L40 2QP