

Commercial Insurance Terms of Business

Introduction

This document outlines the terms and conditions under which we provide our services to you. By using our services, you agree to be bound by these terms.

Who are we?

Mark Richard (Brokers) Ltd is a company registered in England, Number 00813273.

We are an independent insurance broker and work on your behalf to understand what you need from your insurance and to offer appropriate products and services.

Our registered office is Unit 10, Corum One, Crown Way, Warmley, Bristol, BS30 8FJ.

Scope of Services

We act as your insurance broker to help find the insurance you are looking for that meets your needs. We will then recommend the best we have available. In addition, we will help you make any changes to your policies mid-term and provide support if you need to make a claim.

Web Sales

If you buy directly from our website, we do not make a recommendation. We will provide you with sufficient information for you to decide for yourself what is best for you.

Your Responsibilities

As you are buying insurance related to your business, you are responsible for making a “fair presentation of risk”. This means you must disclose all material facts and circumstances about yourself and your business thoroughly, honestly and accurately.

You must do this in a way that enables the insurer to understand the risks they are accepting from you.

You must also inform us of any changes in your circumstances or the risk that might affect your insurance cover. It is your responsibility to read and understand the terms and conditions of any insurance policy before accepting it. If you have any doubts, please ask us for assistance.

If the information you give is wrong or incomplete, your claim may not be paid, or payment reduced. Your policy could also be cancelled or voided, and you may not get back your premium.

Paying for your Insurance Policy

We normally accept payment by cheque or most major credit/debit cards. You may be able to spread your payments through insurers’ instalment schemes or a credit scheme, which we have arranged with an established insurance premium finance provider. Rates and acceptance may be subject to a credit check. We will give you full information about your payment options and the appropriate finance agreement when we discuss your insurance in detail.

We are authorised as a Credit Broker and may use insurance and finance providers who will conduct a credit check, which will be recorded on your credit record.

Please contact us if you do NOT consent to a credit check being undertaken, however this may affect our ability to offer instalment facilities to you. With the provision of credit, we offer only the facilities provided by Insurers or those of other credit providers from whom we may receive a commission. We will not offer you any advice on premium finance facilities available through us and you will need to decide yourself on the suitability of any credit agreement offered.

Non-payment of your Insurance Premium

When you purchase an insurance policy we must receive payment before the policy starts.

We may receive payments on your behalf from a claims settlement or a refund from your insurer.

Where you have an outstanding balance on your account with us, we may use these payments to reduce your debt.

If we do not receive payment, the policy will be cancelled.

If you choose to pay by monthly instalments and you default on your payments, if we are unable to discuss the matter with you, we will issue a 7-day notice of cancellation of your policy. If we receive no communication from you we will cancel your policy on the 7th day.

If you are struggling to pay your monthly instalments you must contact us, and we will review options that may be available to you.

Our Earnings

We are paid commission from insurers which comes from your premium. We may waive this and instead charge you a fee.

In either case, we may charge you additional fees for specific services (for example, cancellation or making changes to your policy).

We will discuss all fees with you before you are obliged to pay them, and they will be disclosed in writing.

We may also earn money from other sources, such as credit broking, claims management companies, and additional payments from insurers. You can ask us what we earn from providing our services.

Our fees and commissions are not refunded if you amend your policy or cancel it.

Our Fees and Charges

We are remunerated by commission from your premium and paid to us by your insurer. We may also charge you a fee. Where we receive no commission, we will agree a specific fee with you before you agree to buy.

We may receive other income based on the profitability or volume of our accounts from an insurer, or commission for arranging instalments from a premium finance provider. We may earn income from claims management companies. You have the right to ask us about our earnings at any time.

Because the commission rates paid by insurers are variable and do not always reflect the level of work carried out by us, we also make individual service charges over and above the charges made by your insurers to cover the administration of your insurance policy.

Our Fees and commission are non-refundable.

Where a transaction results in a premium refund being due, that refund will be reduced by any service charge and any other sums owing in respect of the policy. If you have paid by credit/debit card, any refunds will only be made back to that card.

Our fees are:

- New Policy or Renewal for Residential Property Owners - £40
- New Policy or renewal for all other Commercial Policies - £70
- Mid-Term Policy Adjustments - £26
- Cancellation after the “cooling off” period - £26.

Cancellation

Cancelling a policy may work out expensive for you - please speak to us first. In some cases, there may be very little refund and you may have to carry on paying your instalments. Our charges and those of the insurers are not refundable.

Cancellation within the cooling off period

All consumers have the statutory right to cancel within 14 days of inception, renewal or upon receipt of the policy documentation, whichever is the latter provided there have been no claims. You will only be charged for the period of cover you have had by the insurer plus any administration fee they may charge. If you cancel your insurance before the commencement date of the insurance, a full refund of any monies paid will be provided.

Cancellation after the cooling off period

After 14 days any right to cancel will be in accordance with the terms of your policy. Some policies do not contain any refund at all after 14 days and this will be indicated in the policy document.

Sums Insured and Indemnity Limits

You will be responsible for ensuring that all sums insured and indemnity limits are adequate for the cover requested.

We will advise you of the basis of calculation for sums insured and will, on request, give you details of external experts, such as surveyors and valuers, which you may wish to consult.

The following information on calculating business interruption sums insured is given for guidance, but you should always seek specific advice from us if you are in any doubt as to what should be included.

Business Interruption / Loss of Profits Insurance

Several types of cover exist; Gross Profit basis (usual for manufacturers, retailers etc); Gross Revenue basis (normally for consultants, and professions); and Increased cost of working basis, for businesses that believe there would be no loss of profit or revenue in the event of a claim but would need to cover increased trading costs until the claim is settled and business is operating normally once again.

'Accounting Gross Profit' and 'Insurance Gross Profit' are not the same thing. Where your policy includes this cover, the Sum Insured for 'Gross Profit' should normally be calculated using the following method:

Annual turnover plus year-end stock and work in progress; less opening stock (and work in progress) and purchases, bad debts and uninsured variable expenses (such as the purchase of materials or shipping costs)

Gross Revenue insures the total turnover without deductions and the Increased Cost of Working is based on projected additional costs of temporary relocation and other forecast additional costs.

Business interruption sums insured should then be adjusted to take into account the indemnity period (eg. doubled for 2 years indemnity period)

You should ensure your policy indemnity period is sufficient to meet your potential needs.

If you are in any doubt - then please contact us to discuss this further.

Average

In the event of under-insurance, Insurers may reduce the amount of any claim settlement in the same proportion as the sum insured bears to the total value of the insured items.

In the event of a claim on your policy

All incidents which could lead to a claim must be reported as soon as practicable. Your insurer's claims contact number is shown in your policy documentation.

Confidentiality and Data Protection

Our Privacy Notice sets out how we will protect your data and respect your privacy. It also sets out your legal rights under Data Protection legislation. You will receive a copy when we take your information, and a copy can be found on our website at; <https://www.markrichard.co.uk/wp-content/uploads/2025/01/Mark-Richard-Brokers-Privacy-Notice-0724.pdf>

Complaints Procedure

If you have any complaints about our services, please tell us, either by email at info@markrichard.co.uk or by phone 0117 9479510

We will try to resolve the issue within three days. If we can't, we will confirm within 5 days that we are undertaking a fair and thorough investigation.

If we can't resolve the matter satisfactorily within **8 weeks**, you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London, E14 9SR. Tel 0800 023 4567. Email complaint.info@financial-ombudsman.org.uk. Web www.financial-ombudsman.org.uk

Conflicts of Interest

As an insurance broker, we act as your agent. We also act as agents of insurers for collecting premiums and other services. Where these duties conflict, we will always act in your best interest and manage conflicts with our Conflicts of Interest policy or disclose the matter to you clearly and openly.

Binding Authority

We have “binding authority” with certain insurers. This means we sell on their behalf rather than helping you buy. You are protected by our conflicts of interest policy. We will always advise you where this is the case.

Close Links

We have directors and shareholders in common with The Broker Investment Group.

Regulatory Statement

We are authorised and regulated by the Financial Conduct Authority. Registration Number: 305499. You can check this by visiting the FCA's website www.fca.org.uk/register

The Financial Services Compensation Scheme protects you against the financial failure of regulated firms. You can find out more here [<https://www.fscs.org.uk/what-we-cover/insurance/>]

Looking after your Money (Insurer Trust Account)

We act as agents for all insurers when we collect premiums. Money is banked in a trust bank account for the insurers' benefit.

This means that when you pay us, your money is safe as the insurer accepts that they have been paid straightway. We will keep any interest earned.

Termination of Services

Either party may terminate our services by providing written notice. Termination will not affect any rights or obligations arising from policies already in force. Upon termination, we will assist in the orderly transfer of your insurance arrangements to another broker or ensure you receive all necessary documentation.

Premium Finance

We act as a credit broker when we help you arrange finance for your insurance with our chosen lender. If you fail to keep up with your payments, your policy may be cancelled. If you have difficulties, you should discuss any problems directly with your lender.

Limitation of Liability

We do not guarantee the solvency or financial strength of any insurer we place business with; however, all insurers we use are members of the Financial Services Compensation Scheme.

Governing Law and Jurisdiction

This contract is governed by the laws of England and Wales and subject to the exclusive jurisdiction of their courts.