

Our Terms of Business

About us

Shire Veterinary Insurance & Finance Brokers is a trading name of Shire Insurance Services Limited. Shire Insurance Services Limited of 1 Calico Business Park, Sandy Way, Amington, Tamworth B77 4BF is authorised and regulated by the Financial Conduct Authority (FCA) Our reference number is 742876.

We are permitted to arrange, advise on, deal as an agent of insurers and assist in claims handling with respect to non-investment insurance policies. You can check these details on the FCA's Register by visiting the FCA's website <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082 from the UK.

Our Services

We are an independent insurance intermediary. We place insurance and insurance-related services with a number of insurance companies, not just one, and with a number of insurance-related service providers.

When you appoint us to work for you, we become your agent. This means that we are acting in your interests and upon your instructions, to secure the agreed outcome for you. There are occasions where we undertake certain duties on behalf of an insurer (for example, we sometimes issue policy documentation), and when this takes place the legal position is that we are acting on behalf of the insurer only for that specific task. We will clearly identify these circumstances to you so that you are correctly informed.

So that we avoid any perceived conflict of interest or questions of propriety we do not hold agreements with insurers to settle claims.

We will consult with you about the risks you face. We will talk with you about how you might insure against those risks. For those risks that you want to insure against, we will take your instructions and endeavour to obtain quotations. We will consider premiums, policy cover, and any other factors we consider relevant when deciding which options to recommend for you. We will draw to your attention any onerous or unusual terms as soon as we are made aware of them.

We will provide you with relevant documentation as soon as possible. Where this documentation is produced by insurers, delays may be experienced. Specimen or standard policy wordings will be made available to you at your request.

When you tell us of an incident where you want to claim under an insurance policy we have arranged or we have agreed will become part of the portfolio of policies we manage on your behalf, we will alert the relevant insurance company. Where applicable, we will produce for you a claim form. We will guide you through what you need to do to make a claim. We will submit your documentation to insurers. We will act as your agent to help you negotiate with a view to achieving a satisfactory outcome for you in accordance with your policy wording. If an incident cannot be the subject of a claim (if it is not covered) then we will tell you as soon as we become aware.

If you reasonably disagree with an insurer's decision following a claim that you have made, we will help you to complain. We may recommend that you instruct a solicitor, and if you do, this will be at your own expense.

When policies that we have arranged become due for renewal, we will prepare quotations in accordance with your revised instructions. In the absence of revised instructions, we will prepare quotations on the existing basis. We will discuss quotations with you in advance of renewal to ensure that you have sufficient time to consider our terms or make an alternative arrangement. If the insurers do not offer renewal terms in good time then we will endeavour to secure an extension of cover for you. If it is likely that cover will not be available after expiry of the present period of insurance then we will let you know of this possibility as soon as we think that it is likely.

Please note that if this agreement is terminated, we will not prepare renewal quotations for you and cover will expire. You will need to make alternate arrangement.

These are our core services. We may undertake additional specific work on your behalf by agreement. In this event, these Insurance Broking Terms of Business shall continue to apply in respect of additional work unless otherwise agreed in writing.

Your Insurance Product

Once we have assessed your needs, we will advise and recommend an insurance product from a wide selection of approved insurers. If we feel that your needs are particularly suited to an individual insurer or scheme, we will advise you accordingly. Where we are using a Panel of Insurers, we will give you advice on the basis of a fair analysis of the market to meet your particular needs.

We are not tied to one insurer and we are not under a contractual obligation to conduct insurance exclusively with one or more insurers. We can provide you with a list of the insurance companies we use if you require.

Providing information to your insurer

Your insurance is based upon the information provided to the insurance company. Unless otherwise indicated by the specific insurer underwriting your particular policy, the following circumstances apply.

For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other customers must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before arranging or renewing your insurance policy, and throughout the policy period, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it. In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers (anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role). You must also consult with anyone who has particular knowledge about the risk to be insured. Failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid or an additional premium may be incurred.

All statements and facts disclosed on proposal forms, statement of facts, claim forms and other documents should be full, true and accurate. Where forms are completed on your behalf you must check them for accuracy and completeness before signing them. You must always read the declaration and make sure you understand it before you sign.

Terms relating to confidentiality

We agree to keep all information provided by you to us confidential, save that you authorise us to:

a. disclose such information to insurers and their agents for the purposes of obtaining insurance quotations for you, placing insurance on your behalf and all other matters relating to your insurances, including the making of claims;

b. share such information with our own insurers and professional advisors on terms that preserve confidentiality or where we are required by law or by order of the court to disclose such confidential information.

However, we will not be bound to keep any information confidential where it is or becomes in the public domain, it was already known to us or becomes known to us independently of you, or if you authorise us to disclose such information

Your Instructions

We will act in accordance with your reasonable instructions to the best of our abilities. If we are not substantially able to achieve what you want us to achieve or if it is not possible to achieve what you want then we will tell you. We will tell you what we can achieve.

You may instruct us by fax, by e-mail, by telephone or during face to face meetings. We cannot guarantee that your instructions have been received unless we have acknowledged them in writing. We reserve the right to refuse instructions, but if we do, we will inform you. Communications using the Internet are not completely secure, and may spread harmful viruses. If you would prefer us not to use e-mails, you must inform us.

Please note that Office Hours are Monday to Friday, 9.00am to 5.00pm. The office is not open for business on statutory ("Bank") holidays. There may be a delay in responding to instructions if they are received outside Office Hours. We do not ordinarily issue receipts or acknowledgements unless specifically requested by you in writing.

Limitation of Liability

In the event of any breach of these terms and or in the event of any representation, statement or tortuous act or omission including negligence arising under or in connection with all contracts between us then the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you. Nothing in these terms excludes or limits our liability for death or personal injury caused by the Company's negligence, fraud, fraudulent misrepresentation or regulatory obligation. We shall not be liable to you for any indirect or consequential loss or damage, these may be losses that are not reasonably foreseeable, (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the services we provide to you.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of our services to you ("Claim") shall be limited to £1,500,000 (One million, five hundred thousand pounds)

If you are not a Consumer (as defined by the FCA) and our professional indemnity insurers refuse to indemnify us for any claim made by or on behalf of you then our total liability in relation to that claim shall be limited to £1,500,000 (one million, five hundred thousand pounds)

Awareness of Policy Terms

When a policy is issued you should read it carefully. The Policy together with the schedule and certificate of insurance form the basis of the contract of insurance. If you are in any doubt over any of the policy terms conditions or warranties then contact us immediately.

How to cancel

You may have a statutory right to cancel this insurance within a short period. Please refer to your policy summary or your policy document for further details. If you cancel you will receive a pro rata refund of premium from the insurer. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

If you wish to cancel outside this period you may not receive a pro rata refund of premium. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

Copies of Documentation

You should keep a record of all information supplied to you for this insurance

Payment Options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium. If you choose to enter in a finance agreement, this will be subject to interest charges that we will confirm to you when providing full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment, the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

Please note that we act as a credit broker to find the most suitable finance available for your circumstances. We use Close Brothers Premium Finance or Premium Credit for the provision of premium finance facilities and may receive a commission from them for the introduction. Please note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance related to it. Your loan agreement is between yourself and the finance company and will be subject to their terms of business. A copy of these terms can be provided upon request. Please ensure you are aware of and agree with these terms. In the event of early cancellation of your policy and loan, you may be liable for any outstanding interest due to the finance company.

Our remuneration

When we place insurances or insurance related services on your behalf, we are ordinarily remunerated by your insurer or insurance service provider. Commission may be paid on individual policies and or on a whole account basis. If we need to charge a fee payable by you then we will specify the amount of that fee and explain the nature of the fee before we commence work on your behalf.

Should you choose to cancel a policy of insurance after giving instructions to place cover or if you wish to terminate our appointment as your broker before policies have expired then the commission and/or fee will be deemed to have been earned in full and no refund will be paid in this respect. A refund of the premium element net of our remuneration may be made by insurers. In this event, any refund will be returned to you without unreasonable delay.

Disclosure of Earnings

You are entitled at any time, to request information about earnings that we, or any other intermediary we have used, receive as a result of placing your business. In addition to commission from insurers, we may also receive payments based on volumes of business or profitability of the account placed with them. These payments can vary from year to year. Such remuneration is only earned on the basis that it does not detract from our obligation to act in our client's best interest at all times.

Charges and Fees

We are remunerated by way of commission paid by insurers. We may also apply administration fees at inception, mid term adjustment, declaration and renewal. A full breakdown of our

fee structure is available upon request. Our fees are non-refundable even if you cancel your policy.

Complaints

It is our intention to provide a high level of service at all times. However if you have a reason to make a complaint about our service you should contact Keith Dickinson at the above address or ring 01827 306532. You may be entitled to

refer it subsequently to the Financial Ombudsman Service. Further information is available at <http://www.financial-ombudsman.org.uk/> The FOS Consumer Helpline is on **0800 023 4567** free for people phoning from a “fixed line” (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to No’s starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

A full copy of our complaints procedure is available on request.

How to claim

Please call us immediately on +44 (0)1827 306 532 or out of hours 01827 306 513 if you suffer a loss or you are aware of a potential loss and we will advise you on the appropriate course of action. The period in which you report the claim is very important. You should refer to the policy document for terms and conditions.

Protecting your information

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent in relation to administering your insurance, and except where law requires us. The FCA may ask us to provide it with access to our customer records in order that it may carry out a review of our activities.

Some or all of the information you supply to us in connection with your insurance proposal may be passed to other insurance companies for underwriting and claims purposes. Under the *General Data Protection Regulation* you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the managing director at the above address. Details of how we process and manage your data can be found in our Fair Processing Notice. This can be found on our website www.shirevet.co.uk

Protecting your money

Prior to your premium being forwarded to the insurer and for your protection, we hold your money as an agent of the insurer (in which case your policy is treated as being paid for).

We may transfer your money to another intermediary in some cases. However your money will be protected at all times because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

By accepting these Terms of Insurance Business you are giving your consent for us to operate in this way.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full details and further information on the compensation scheme is available from the FSCS.

Recording of Calls

To help us improve our service, to assist us in training, to evidence communications between us and in the interests of security, we may monitor and/or record your telephone calls with us.

Insurance Premium Tax (IPT)

Your premium detailed in the policy will include IPT at the prevailing rate.

Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change. Some policies are subject to Value Added Tax (VAT) not IPT and should the rate of VAT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Solvency

We do not guarantee the solvency of any insurer we place business with. We do not accept liability for any losses you may incur arising directly or indirectly from the financial failure or insolvency of any insurer.

You may have a liability for the premium, whether in full or pro-rata where a participating insurer becomes insolvent.

Credit Checks

To make sure you get the best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including a credit referencing agency and other organisations. Our search will appear on your credit report whether or not your application proceeds. As well as these searches insurance companies may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your applications proceed.

We may undertake searches with Experian for the purposes of verifying your identity and for Money Laundering purposes. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in future to assist other companies for verification purposes. A record of the search will be retained. If you are a joint applicant, such as a partnership, unincorporated association or if you are a body corporate, such as a limited company or LLP or charity, you confirm to us that you have obtained the relevant consent to authorise us to create an identity search against any partner/trustee/officer/director/shareholder (as so required) at the credit reference agencies.

Legal Effect

This is our standard Terms of Business Agreement upon which we tend to rely. For your own benefit and protection you should read the terms very carefully. If you do not understand any point please ask for further information or clarification. These Insurance Broking Terms of Business supersede any previous Insurance Broking Terms of Business or any previous informal arrangement. They should be read in conjunction with other correspondence that you may have received from us. Together, they set out exclusively the basis on which we work for you.

These Insurance Broking Terms of Business apply to existing and future work, which we do on your behalf, unless we agree otherwise in writing. We will give you notice of any change to these terms, which will then apply to any subsequent instructions.

These Terms of Business shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts. By agreeing to the terms and conditions you agree to these uses of your information.