



## Terms of Insurance Business Agreement – BrokerSure Limited

Please read this document carefully. It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. Please contact us immediately if there is anything in these terms of business that you do not understand or with which you disagree. Your Policy Wording should be read carefully to ensure your insurance suits your requirements.

### Our Service

Regulatory Status: Brokersure is a trading name of Brokersure Ltd. Authorised and Regulated by the Financial Conduct Authority FCA No: 501719.

All policies are offered on a non-advised basis. You will not receive any recommendations. You will be provided with enough information, based on the demands and needs you have told us about, to make an informed decision, and then you will need to decide if the product is suitable for you. Premiums and availability of cover may vary depending on individual circumstances.

### Your Insurer

We always use recognised insurers, selected from a panel of insurers, who are to the best of our knowledge financially sound. However, we cannot guarantee the solvency of any particular insurer on this panel and if you feel it necessary you must ensure that the choice of insurer meets your requirements. Details of who your insurer is can be found on your policy documentation.

### Our Remuneration

This insurance is arranged under a delegated authority agreement granted to us by the insurer(s), under which we act as their agent. This means we may carry out certain functions on their behalf, including but not limited to confirming cover, issuing policy documentation, making amendments, and handling premiums and refunds.

The premium you pay may comprise up to five elements:

1. The amount charged by the insurer(s) for providing the cover.
2. A commission paid to us (Brokersure Limited) by the insurer.
3. A commission paid to an introducer, if you were referred to us by a third party.
4. Insurance Premium Tax (IPT), where applicable.
5. An administration fee charged by us (Brokersure Limited), details of which are set out later in this Terms of Business Agreement (TOBA).

If you choose to renew your policy, the premium may include only four elements, as in some cases we do not pay commission to an introducer upon renewal.

In addition to commission, we may also receive other forms of remuneration from the insurer(s), which are contingent upon meeting certain performance targets.

## Fees and charges

We may apply the following fees and charges in connection with your policy:

### 1. Administration Fee

An administration fee may be charged by us (Brokersure Limited). Full details of this fee are set out in your quotation and throughout this Terms of Business Agreement (TOBA), where relevant.

### 2. Pro-Rata Premium Charge

If your policy is cancelled, a pro-rata premium may be charged for the time you have been on cover. This charge is in addition to any applicable administration fee.

### 3. Changes to Your Policy

We will confirm any agreed changes to your policy in writing. Where applicable, we will advise you of:

- any additional premium that must be paid,
- any administrative charges due,
- or any premium refund that may be owed to you.

All applicable fees and charges will be clearly communicated to you at the time of transaction or policy amendment.

## Financial Conduct Authority

You can check our authorisation on the FCA's Register by visiting the website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

## Important - Disclosure of Information by You

Under English law, if you are a consumer insured (an individual buying insurance wholly or mainly for purposes unrelated to their trade, business, or profession) you have a duty to take reasonable care to answer the insurer's questions fully and accurately and to ensure that any information that you/they volunteer is not misleading. This duty exists before the cover is placed and any time that it is varied, and the policy wording may provide that it continues for the duration of the policy.

If you do not do this, the insurer may be able to impose different terms on the cover, may charge a higher premium, or, in some circumstances, may be able to void the policy from inception and any claims under it would not be paid. A circumstance is material if it would influence an insurer's judgment in determining whether to take the risk and, if so, on what terms. If you are in any doubt whether a circumstance is material, we recommend that it should be disclosed.

Failure to disclose a material circumstance may entitle an insurer to impose different terms on the cover or proportionately reduce the amount of any claim payable. In some circumstances, an insurer will be entitled to void the policy from inception, and in this event any claims under the policy would not be paid.



## **Confidentiality of 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, with your consent, in relation to administering your insurance, or where the law requires us.

As part of the FCA's duties, we may be asked to provide them with access to our customer records in order that they may carry out a review of our activities.

## **General Data Protection Regulation & Privacy**

In accordance with Data Protection legislation, including General Data Protection Regulations (GDPR) any personal and/or sensitive data requested from you will be stored securely and will only be used in order to manage the contract of business, including insurance requirements, we are arranging for you where we have a legal obligation in handling your data.

We may also have a legitimate interest in handling your data when dealing with third parties, such as your insurers. This information will only be made available to third parties, such as insurers or their claims handling agents, in order to further manage and service your insurance policy. We will retain your information for a period of time which is necessary to ensure no further liability, such as any insurance claims, exists.

After your policy expires with us, we may keep your data for up to 7 years. If you provide data to us about other people you must provide this notice to them before you pass their data to us. You must obtain their consent if this includes sensitive data such as health details.

Brokersure Ltd respects your privacy and is committed to protecting your personal data. Our privacy notice is available at <https://www.brokersure.com/privacy-policy/> or at the foot of our websites and will inform you as to how we look after your personal data when you visit our websites (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

If at any time you wish to know what information we hold on you or have any queries relating to Data Protection or your privacy then please write to: The Data Protection Officer, Brokersure Ltd, Digital House, Threshelfords Business Park, Inworth Road, Feering, Essex CO5 9SE Telephone: 0330 880 3605. Email: [enquiries@brokersure.com](mailto:enquiries@brokersure.com)

## **Notification of Claims**

Refer to the claims section of your policy documentation if you wish to notify a claim.

## **Changes to Your Cover**

We will normally deal with requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. You may also be able to make changes to your policy using our online self-service software as set out in your email confirmation of purchase. Sometimes changes cannot be processed without obtaining additional information. If additional information is required, we will contact you as quickly as possible. We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums or administrative charges you must pay or premiums we must return to you.



## Cancellation Rights

Your policy contains a 14-day cooling-off period, during which you can cancel your policy and obtain a refund. However, if during this 14-day period you have travelled, made a claim or intend to make a claim then we will not refund your premium if you wish to cancel your policy.

You can cancel your policy by logging into your customer portal, as per your confirmation email, online using the following link: <https://travelinsurance.brokersure.com/myaccount/>

or by contacting us using the following details:

**Email:** [enquiries@brokersure.com](mailto:enquiries@brokersure.com)

**Tel:** 0330 880 3600

**Postal address:** Direct Travel Insurance, Digital House, Threshelfords Business Park, Inworth Road, Feering, Essex. CO5 9SE

A pro-rata charge may be made for the time you have been on cover in addition to an administration fee. If you have any queries, please direct them to us in the first instance. If you wish to cancel your policy after the cooling-off period, you can notify us by email, phone, or online. Please refer to your policy documentation for the full terms.

## Security of 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 a client bank account on trust for you.

## Complaints Procedure

It is our intention to provide a high level of service at all times. If, however, you have reason to make a complaint about our service you should contact:

**Compliance Officer** - Brokersure Ltd, Brokersure Ltd, Digital House, Threshelfords Business Park, Inworth Road, Feering, Essex. CO5 9SE Telephone: 0330 880 3605. Email: [enquiries@brokersure.com](mailto:enquiries@brokersure.com)

If you wish to make a complaint regarding the service provided by your insurer or if your complaint is in relation to a claim, please refer to the policy wording, where full details of the procedure are located.

You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. Further information is available at <https://www.financial-ombudsman.org.uk/> or by contacting them on 0800 023 4 567 or by emailing them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

This must be done within 6 months of our final response. The FOS will inform you directly of its decision. Referral to the FOS will not prejudice your right to take subsequent legal proceedings.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. 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. Insurance advising and arranging is covered for 90% of the claim, without any



upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### **Financial Crime**

UK anti-money laundering and sanctions regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. For consumers, a validated copy of your driving licence, passport, or other evidence of identity is likely, together with a recent utility bill.

We are obliged to report to the National Crime Agency any evidence or suspicion of money laundering at the first opportunity, and we are prohibited from disclosing any such report to you.

Claims payment will be made in favour of the insured. If you require a payment to be made to a third party, then you must confirm the required payee name and details and provide a brief explanation for your request.

Any suspicion that any improper activity has or may take place must be reported to the other party immediately. It is a condition of this agreement that the parties will not knowingly facilitate in any activity which may be construed as tax evasion. It is further agreed that the parties will have adequate and proportionate procedures in place to identify suspicious circumstances that could be construed as tax evasion, either by themselves or those they do business with (termed 'Associated Persons').

### **Law and Jurisdiction**

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the exclusive jurisdiction of the English courts.