

Marionette Facilities Ltd t/a BP Insurance Brokers Terms of Business.

Accepting our Terms of Business (TOB). By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these TOB and our making enquiries with any agency we deem necessary to validate the information you provide us. We draw your attention to: The section headed 'Personal Data'; and the section headed 'Handling Money', which explains our terms for handling client money in a Non Statutory Trust account. If you are unsure about any aspect of our TOB or have any questions regarding our relationship with you, please contact us.

The Financial Conduct Authority (FCA). Marionette Facilities Ltd trading as BP Insurance Brokers is authorised and regulated by the FCA. Our FCA Register number is 307072. Our permitted business is advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts and supplementary debt management permissions. You may check this on the FCA's register by visiting the FCA website, www.fca.org.uk/register or contacting the FCA on 0800 111 6768.

Our Service. We act as an insurance intermediary, our role is to advise you and after we have assessed your needs, provide you with personal recommendation for your insurance & related credit. In situations where we do not provide a personal recommendation, we shall confirm the position to you in writing. If you are paying by credit, our reasons for arranging it are that the premium is paid in full to the insurer, representing an affordable means of payment of the insurance premium. Under no circumstances do we act as an insurer nor guarantee or warrant the solvency or financial standing of any product or service provider. We select products from a range of providers however we do not access all available products or providers. In cases where a very limited or single provider is used we will advise you. We may also use another intermediary to access products. In sourcing a suitable policy, placing the insurance and in the event of a claim we will act as your agent. English law governs all contracts arranged by us. You do have a choice in that you can request the law of any EEC state; however we can only transact business if English law applies. At all times we aim to treat customers fairly. If you believe you have not been treated fairly please contact us immediately.

Complaints & compensation. We aim to provide you with a high level of customer service at all times but if you are not satisfied please contact your branch. We will follow our complaint handling procedures a summary of which is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (except in the case of a business: (1) employing 10 persons or more and with a turnover or annual balance sheet total exceeding 2m Euro, or (2) with an annual turnover of £6.5m or more, and 50 employees or more with an annual balance sheet total of £5m or more; a charity with an annual income of £6.5m or more; or trustees of a trust with a net asset value of £5m or more). Lloyds customers have access to the Lloyds complaints process. We are covered by the Financial Services Compensation Scheme (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. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance such as Third Party Motor or Employers Liability, insurance advising and arranging is covered for 100% without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or www.financial-ombudsman.org.uk

Payment for our services. We normally receive commission from the product providers and charge fees in addition to the commission earned for handling your business. At any time you are entitled to request information regarding the commission we receive as a result of placing your insurance business. Standard fees for New Business & Renewals are £27.50. Fees for Mid Term Adjustments are £27.50. Fees for Cancellations are £35.00. . Fees for Non Standard business including Commercial Insurance may vary and in this case will be advised before they are charged. We may receive additional payments from third party finance houses, claims handlers or for the referral to other intermediaries. We may on reaching certain targets with an insurer receive additional remuneration. For instalments we may act as Lender or Credit Brokers. In the event of a claim under your policy any outstanding instalment balance becomes due immediately. You will be advised of the total amount payable, including taxes, commissions & fees before you incur the liability to pay. We shall be entitled (but not obliged) without notice to you to offset any amounts due to us from you against any amounts which we may receive on your behalf (Such as refunds, claims payments etc). We also draw your attention to the sections headed 'Cancellation' and 'Ending your relationship with us'. Any monies refunded by product providers of £5.00 or less will be retained by us. In addition to the above charges we will deduct from return premiums a Service Charge of up to 35%.

Handling Money. Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. If Risk Transfer does not apply such monies will be held by us in a Non-Statutory Trust (NST) account pending payment. The establishment of the NST account follows the rules which the FCA introduced to protect money held by authorised entities. However, you should be aware that, under NST account rules we are permitted to use such monies held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises. If you object to your money being held in a NST account you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these TOB will constitute your informed consent to our holding your money in a NST account. Interest earned on monies held in such a NST account will be retained by us.

Cancellation. Requests for policy cancellation shall be in writing, the relevant certificate of insurance should be returned to us or the insurer. The terms of your policy may allow the insurer to retain the full premium or charge 'Short Period' premiums. Policies cancelled within a 'Cooling Off Period' will be subject to all relevant fees including cancellation. Cancellation, failure or non-acceptance (Default) of your credit plan does not cancel your policy. We reserve the right to cancel your policy should such a plan Default. We will collect any premium refund from the insurer(s) and use it to offset charges & costs. You will be responsible for all outstanding monies and arrangement of alternative insurance. Charges for our services will apply in accordance with the fees indicated.

Ending your relationship with us. Subject to your immediate settlement of any outstanding premium and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these TOB. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged.

Your responsibilities. Customers are responsible for answering questions in relation to any application for insurance honestly and to the best of their knowledge, providing complete and accurate information from all stakeholders which insurers will require throughout the life of the policy. This is important at inception of a policy, at renewal or adjustments. Failure to disclose information, or misrepresent facts could invalidate the policy meaning claims may not be paid. Customers are responsible for the accuracy & content of Proposal Forms & Statement of Facts. It is your responsibility to ensure that the cover, limits and terms applicable are suitable, sufficient & current. At renewal terms will be provided for you on the most up-to-date information you have provided to us. In the case of Commercial contracts failure to provide a 'Fair Representation' where the breach was deliberate or reckless entitles the insurer to void the contract and keep premiums. Where not deliberate or reckless insurers can void the contract, reduce a claim settlement or amend the terms and review the claim. Customers should show this document to any stakeholder and act in accordance with the Insurance Act 2015 when applicable.

Personal data. We process data, including payment data, obtained in providing our services to you in accordance with the relevant legislation. In administering your insurance it is necessary for us to pass information to entities who may also provide us with other services. These entities keep a record of this information and may amongst other functions perform credit database searches which will appear on

your credit report whether or not an application proceeds. Any data you provide will only be shared in order to process your insurance contract which includes calculating premiums, fighting fraud, prevention of money laundering & claims handling. Where credit scoring is used, acceptance or rejection of any insurance or credit may depend on the credit process. Subject to certain exceptions, you will be entitled to access to your data. We may also use data to contact you and promote products & services, should you wish us not to please advise us. Communications with us may be recorded and/or monitored. By giving us data you consent to us utilising said data as we deem necessary. Your personal data may be transferred outside the European Economic Area.

Conflicts of Interest. Occasions can arise where we or one of our clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions.

Claims handling arrangements. You should take note of the required procedures in the event of a claim, which are explained in the policy documents.

Generally insurers require immediate notification of a claim or circumstances which might lead to a claim. Delay in notification of a claim may increase your liabilities. We will employ due care and skill acting on your behalf in such matters.

(ver 0419)