



## Prophet Trade Credit Limited General Terms & Conditions of Business

### Introduction

Prophet Trade Credit Limited is authorised and regulated by the Financial Services Authority. Our Firm reference number is 306501. This can be verified on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

We are a leading independent intermediary and risk management company offering transactional and/or advisory services for your trade credit insurance requirements. We advise on all types of, non life, trade credit related insurance and surety products and we are not tied to any one insurer.

In the absence of an agreement to the contrary this document sets out the terms of our relationship with you ('our 'client') for our provision to you of insurance broking services as set out herein.

### Our Services

#### Negotiation & Placing

We will discuss with you or your representatives your trade credit insurance requirements, including the scope of cover and limits to be sought and cost.

Upon receipt of your instructions, whether written or oral, we will endeavour to satisfy your insurance requirements from the range of insurers we deal with (details available upon request). The range will vary according to your individual requirements.

During the course of the placement of your insurance we will endeavour to keep you informed of the progress of our negotiations and identify any inability to obtain the coverage sought by you. We will use reasonable endeavours to implement your insurance programme, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate).

We will provide you with information about the insurance cover to be recommended to you to enable you to decide whether to accept the insurance cover available. As your insurance intermediary we will answer any questions you may have on the proposed cover, its benefits, restrictions, exclusions and conditions.

#### Market Security

We will not in any circumstances act as an insurer nor will we guarantee or otherwise warrant the solvency of any insurer or market used for your requirements. Accordingly the final decision regarding the suitability of any insurer or market rests with you. If you have any concerns regarding any insurers chosen for your insurance requirements you must advise us as soon as possible and we will discuss them with you.

If requested, we will make available to you factual analysis in respect of listed insurance carriers proposed to be used for your requirements.

## **Servicing & Claims**

Unless otherwise agreed we will send you documentation confirming the basis of the cover secured on your behalf, including details of the insurer(s), with details of premium and other charges due.

We have not sought permission, and are not authorised by FSA, to handle client money and therefore arrangements will be made for direct payment of premium by you to your insurer(s) by Standing Order, Direct Debit or BACS. The dates that the money is due together with any penalties for late payment will be clearly stated to you.

We will forward any policy documents, if applicable, and any amendments or endorsements to your policy as soon as reasonably practicable.

Except where we agree with you or, because market practice determines otherwise, we will provide our claims handling services during the period that we remain your brokers for the policies placed by us. Our claims handling services include, upon receiving the required information from you, the notification of the claim or circumstances to insurers; representing you in the resolution of the claim and arranging the collection and/or settlement of the claim in accordance with market practice and your policy terms and conditions. Should any claims be dealt with by you with insurers directly we will provide advice and support as requested.

Further, our claims handling services will cease where we are satisfied that you have instructed another entity to assume the claims servicing obligations for your insurance.

## **Electronic Communications**

We may communicate with each other by electronic mail, sometimes attaching further electronic data, where we have each expressed a wish for that to happen. By consenting to this method of communication we and you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding that we and you have reasonable virus checking procedures on our system, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidential standing of electronic document and the Prophet Trade Credit Limited system shall be deemed the definitive record of electronic communications and documentation.

## **Your Responsibilities**

### **Proposal Forms**

As dictated by your own requirements and those of insurers, you will be required to complete a proposal form, questionnaire or similar document. We will provide guidance but we are not able to complete the document for you.

### **Disclosure Of Information**

You are responsible for providing us with the information we request from you to enable us to seek the cover sought. We will not be responsible for any consequences which may arise from any delay or failure by you to do so. You remain responsible for any decisions you make.

Further, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalising the terms to apply and/or the cost of cover must be disclosed. There is no duty on insurers to make enquiries of you. Failure to make such disclosure allows insurers to void the policy. This duty of disclosure applies equally at renewal of your policies and on taking out new insurance policies.

Please discuss with us if you have any doubts about what is material or have any concerns that we may not be aware of material information.

### **Your Policy**

You are responsible for reviewing the scope of insurance cover to confirm that it accurately reflects the cover, conditions, limits and other terms that you require. Particular attention should be paid to any policy conditions and warranties, as failure to comply may invalidate your coverage, and the claims notification provisions. If there are any discrepancies you should consult us immediately.

### **Claims**

You are responsible for notifying claims or potential circumstances that may give rise to a claim. To ensure full protection under your policy or similar documentation provided you should familiarise yourself with the coverage conditions or other procedures relating to the notification of claims. Failure to adhere to the notification requirements particularly timing, as set out in the policy or other coverage document, may entitle insurers to deny your claim.

In presenting a claim it is your responsibility to disclose all facts which are material to the claim.

Claims may be made against a policy long after its expiry date. It is important therefore, that you continue to adhere to policy terms and conditions and keep your policy documents in a secure place.

If you are aware of an incident which may give rise to a claim, you should contact us immediately.

### **Change In Circumstances**

You will advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance policy.

### **Provision Of Information**

All activities undertaken by us as outlined in this document are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our service are for your sole use. You agree not to permit access by any third party to this information without our express written permission. We reserve our right to take action to protect proprietary information.

### **Payment Of Premium**

As stated above, we have not sought permission, and are not authorised, to collect premium from clients.

Unless we advise to the contrary, given a change of our activity in this area, all premiums, tax, information/limits and other monies payable under your policy(ies) will be collected by insurer(s) under Bank mandates forwarded to you with policy documents. BACS payments can be arranged in exceptional circumstances.

Failure to meet the Payment Date of any charges payable may lead to insurers cancelling your policy and/or avoiding claim settlements.

### **Our Remuneration**

Our remuneration will be either a fee as agreed with you, or brokerage which is a percentage of the insurance premium paid by you and allowed to us by the insurer with whom the insurance contract is placed or in certain circumstances, a combination of both.

Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in respect of the full policy period in relation to policies placed by us.

### **Other Revenue**

We do not provide services to insurers that are not directly related to the services provided to you.

We do not participate in any volume or profit related bonus scheme with any of the insurers that we deal with.

### **Confidentiality**

We will treat any information in our possession which relates to your business as confidential. It will be necessary, however, for us to disclose information that you consider confidential to insurers or other parties, when acting on your behalf, where we reasonably consider such information to be material to the risks being covered. Likewise, we may disclose to third parties certain industry wide statistics or other information which may include information relating to you. Any sensitive information will be handled appropriately and information specific to you will not be identified without your consent.

### **Complaints**

Should you have any cause for complaint about our services please raise the matter in the first instance with the person who handles your account. Alternatively, you may contact our Chairman at Prophet House, 27 Hornbeam Square South, Harrogate, North Yorkshire, HG2 8NB.

We will record and investigate your complaint fairly, and are committed to respond to you within an agreed time frame.

We will acknowledge your complaint within five working days of receipt and will advise you of the person dealing with it and an expected date for response.

We will provide a written response or report on progress within 20 working days which will deal fully with all aspects of the complaint.

A further written response or report on progress will be provided within 40 working days.

Further responses and updates, if required, will be provided at 10 working day intervals thereafter until the complaint is fully dealt with.

Should you not be happy with the response to your complaint you may have the right to take your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Consumer helpline 0845 080 1800. ([enquires@financialombudsman.org.uk](mailto:enquires@financialombudsman.org.uk))

### **Termination**

Our services will be provided for the duration of an insurance contract, normally being 12 months.

In other circumstances these services may be terminated by us upon the giving of one month's notice in writing to you or as otherwise agreed.

In the event our services are terminated by you we will, under our terms of business agreements with insurers, be entitled to receive any and all or brokerage payable (whether or not the same have been received by us) in relation to policies placed by us.

### **Third Party Rights**

Unless otherwise agreed between us in writing no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.

### **Governing Law**

This Agreement, which sets out the terms of our relationship with you, will be governed by and constructed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.