

Marcus Hearn, Birchin Court 3rd Floor 20 Birchin Lane London EC3V 9DU – Terms of Business Agreement

1. Terms of Business Agreement

Please use this information to decide whether this product is right for you.

2. Whose products do we offer?

We only offer products from a single provider for the following travel products:
Caribsure & Health Traveller – Union Reiseversicherung AG through
Travel Insurance Facilities
Cover All; Fly-sure & Travel Trade Sure – Great Lakes Reinsurance
(UK) PLC through FirstAssist Insurance Services Ltd

Group Master Travel (GMT) – certain syndicates at Lloyd's through
Accident & Health Underwriting Ltd
Travel World – Ace European Group Ltd
Travelplan & Travelwise – Lloyd's Syndicate 5820 through Jubilee
Managing Agency Ltd

We only offer products from a limited number of providers for the following travel products:

General travel policies not listed above for short period or annual multi-trip – certain syndicates at Lloyd's through Accident & Health Underwriting Ltd or Lloyd's Syndicate 5820 through Jubilee Managing Agency Ltd.

3. Which service will we provide you with?

You will not receive advice or a recommendation from us for individual travel products. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

4. The capacity in which we're working

We will undertake various activities as we arrange and administer your insurance, and when we help you to make a claim.

- Sometimes, we'll be acting on your behalf for example when we are looking for the most suitable policy for you; in these situations, we will be acting as your agent.

- Sometimes, we may act on behalf of the insurer or the provider – for example when we can issue policy documentation to you. In cases where we are acting on behalf of the insurer, we'll be acting as their agent.

It's important for you to understand the capacity in which we're working (i.e. whose agent we are); therefore, we have detailed this for each travel product shown below;

Type of policy	Sourcing the policy		Placing the insurance		Administering claims	
	For you	For the provider	For you	For the provider	For you	For the provider
Flysure	X			X		X
All Other Products	X			X	X	

5. What will you have to pay us for our services?

We earn remuneration by receiving a commission payment from the insurance company with which the insurance is placed. This amount will usually be calculated as a percentage of the insurance premium and the percentage will have been contractually agreed with the insurance company.

We will not charge a fee for the placement of individual travel products but we do charge a fee for payment by credit card of 2% of the premium. Payment can be made by Debit or Credit Card, for on-line sales and also by Cheque for paper based sales

We may also benefit from earnings we are able to generate through management of cash balances held, on behalf of providers and clients and from our relationship with other non insurance companies. These may not be identifiable from a specific client or account.

6. Cancellation

If you are not happy with your policy you may return it to Marcus Hearn within 14 days of receipt and your premium will be refunded in full, provided no claims have been made and we receive your returned certificate, prior to the departure date. If you choose to cancel the policy outside this 14 day period no refund will be given.

7. Duty of Disclosure

Your insurance is arranged on the basis of what you have told us. Therefore, you have a duty to disclose all information which might influence a provider's decision whether or not to accept the risk. If you're in any doubt as to whether a fact is material, you MUST disclose it: not doing so could invalidate your cover and could mean that part or all of a claim may be unpaid. This duty to disclose is ongoing; in other words, it doesn't apply only to the time when you take the policy out or renew it. If you fail to report claims promptly, or any circumstances which may lead to a claim, it may affect your ability to obtain a settlement

8. Client Money

We hold premiums as agent of the insurer. This means that your premium is deemed to be received by the insurer upon receipt by us.

For accounting purposes we will take commission due to us upon receipt of your premium unless our Terms of Business with the provider specifies otherwise.

Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers may be affected by adverse business conditions. We cannot therefore, guarantee the solvency of any insurer or underwriter.

9. Who regulates us?

Marcus Hearn is a trading name of Giles Insurance Brokers Ltd who is authorised and regulated by the Financial Services Authority, registration number 311786. This can be verified by visiting the FSA's website <http://www.fsa.gov.uk/register>, or by contacting the FSA on 0845 606 1234. We may provide services that are not regulated by the FSA because they do not relate to cover provided by an insurance policy.

10. Data Protection

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. Your personal information will be kept secure. Records are kept as required under various statutory and regulatory requirements. You may also occasionally be contacted about products by us or selected third parties. Should you wish to prevent this, please contact us

11. What to do if you have a complaint

If you wish to register a complaint, please contact us:

In writing: Write to Pete Drummond, Marcus Hearn, Birchin Court, 3rd Floor, 20 Birchin Lane, London EC3V 9DU

By phone: Telephone 0207 337 7550 **By Email:** pete.drummond@gilesinsurance.co.uk

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

12. Are we covered by the 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. Insurance advising and arranging is covered for 90% of the claim with no upper limit. Further information about compensation scheme arrangements is available from the FSCS.

This agreement shall be governed by the Laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts. Effecting Cover, whether new business or renewal, constitutes acceptance and consent of all terms contained herein.