Riviera Business Terms of Business Agreement

The following Terms of Business Agreement sets out the basis on which Riviera Insurance Services Limited, trading as Riviera Business, will provide business services to you as a consumer or commercial client of the firm.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

Contact us
Telephone: 01803 659113
Email: admin@rivierainsurance.co.uk
Write: 234 – 236 Union Street, Torquay, Devon TQ2 5QS
Business hours: 9.00 am – 5.30 pm

About us
Riviera Business is a trading style of Riviera Insurance Services Limited. We are authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number is 786116. We are permitted to advise on; deal as an agent of insurers and clients; assist in claims handling in respect of non-investment insurance policies. You can check these details online using the Financial Services Register at https://register.fca.org.uk/ or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

We are also authorised by the FCA for consumer credit broking and act for one lender.

Our scope of service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. When we arrange your insurance, we will inform you of the nature of the service we provide. This will usually be one of the following:

(a) a personal recommendation to buy the policy, on the basis of a fair and personal analysis of the market. For a limited range of products, we arrange cover through single Insurers.
(b) advice only, with or without a personal recommendation

We generally act on your behalf in arranging your insurance, but we will make clear at the outset whether we are acting for you or for the insurer in particular circumstances.

Fair Value & Customer Outcomes

We aim to act in your best interests, providing clear communication, fair value, and suitable products to meet your needs, ensuring that you receive a positive outcome. We assess that the insurance products we recommend offer fair value. This means the price you pay is reasonable compared to the benefits you receive.

We regularly review our products, fees, and service standards to ensure they remain appropriate and provide fair value throughout the lifetime of your policy.

Your duty of disclosure

Consumers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly

misinform the insurers, this could mean that part of or all of a claim may not be paid and your policy may be cancelled or voided.

Non-consumer customers: Where we arrange insurance wholly or mainly for purposes related to your trade, business, or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances and your policy may be cancelled and voided.

Protecting your information
We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully which can be found on our website at https://www.rivierainsurance.co.uk/privacy-policy/ and contact us immediately if you have any queries.

Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary).

We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

All (including any named drivers) driving licences and national insurance numbers may be checked against the DVLA database.

By accepting these terms and conditions you agree to these uses of your information.

How to claim (All Policy Types)
Please refer to your policy summary or your policy document if you need to notify a claim. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim, please contact us.

Claims Handling & Accident Management (Motor Policies Only)
We have appointed **Winns** to receive and manage all motor claims calls on our behalf. Winns will assess each claim and, where the accident is deemed likely to be non-fault, may offer to provide accident management services. Where the accident is deemed likely to be at fault, it will be passed directly to your insurer for handling. You are not obliged to use Winns' services and may choose to deal directly with your insurer at any time. Any services provided by Winns will be subject to their own terms and conditions.

Fees and charges
Please refer to our tariff of administration charges for fees payable under this Terms of Business Agreement. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation or other work on your behalf.

If you pay your premium by instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements.

Tariff of Charges
In addition to the premiums charged by insurers, we normally make charges to cover the administration of your insurance. Full details of our standard charges are here, and the charges will be confirmed with you before any chargeable commitment is made by Riviera Insurance Service Limited.

New Business and Renewals Arrangement Fee	Advised and agreed at quotation, maximum charge not exceeding 30% of the premium. For all premiums under £200 a maximum fee of £50.00 will be applied.
Change of address for Home buildings and/or contents policies	£25.00
Mid Term Adjustment Charge	Charge of between £50.00 and a maximum of £75.00, depending on policy type, plus any fee charged by your insurer
Cancellation Charge (regardless of start date)	Maximum: £100.00

By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way. For payments by instalments, a minimum deposit of 10-25% is required depending on the type of insurance. This applies to annual policies only. Minimum premiums apply.

It is not economical or practical to issue refund cheques of small amounts. Where a transaction would result in a refund to you of less than £3.00 this amount will be retained by us as an additional service charge.

Our payment terms are on immediate invoice. We require payment to terms. Payments must be made on time, in full and without deductions, set off or counterclaim. In the event that our account is outstanding we will refer the matter to our debt collection agent, Credit Resource Solutions Limited, which will incur costs. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be liable to pay us that surcharge, and that payment of the same can be enforced against you in court - If you are a commercial customer you agree to pay the interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before and judgement of the court continues to accrue.

Instalment Customers
Riviera Insurance Services Ltd offer a facility to pay for your insurance through a credit loan company, Premium Credit Ltd, who we use exclusively. They will set up an agreement to spread the cost of your insurance over several months. In this instance, your premium is paid by the credit company, and your monthly payments are to repay the loan with them. Please note that your loan is not directly connected to your insurance company and you must meet the monthly payments, regardless of any changes to, or cancellation of your insurance policy. If you have any questions with regards to the credit agreement, please contact us on 01803 659113.

Continuous Payment Authority (CPA)
When providing your debit/credit card details, we will ask that you authorise us to securely store this information and use it to set up a Continuous Payment Authority. This authority allows us to collect payments from your card for:

- Annual renewals
- Mid-term adjustments (changes to your policy)
- Outstanding premiums or instalments

- Cancelled policy fees, including administration or cancellation fees due to us or the insurer.

We will always notify you in advance before any payment is taken. If a payment request is unsuccessful, we may make further attempts to collect the amount due.

You can cancel this authority at any time by contacting us on 01803 659113. You also have the right to cancel the authority directly with your card issuer.

Our earnings
In return for placing business with insurers and/or underwriters and/or other product providers, we generally receive a commission from them which is a percentage of the annual premium that you are charged. For arranging premium instalment facilities, we earn commission from our premium finance provider which is usually a percentage of the individual loan. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. Using premium finance makes the overall cost of the insurance more expensive. A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision whether to proceed. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business or arranging premium finance. Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

Block transfers
In respect of some classes of insurance, we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

Protecting your money
Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we hold your money as an agent of the insurer with which we arrange your insurance in a trust account with an approved bank. Where we hold premium as the agent of the insurer it is regarded as received by the insurer. We reserve the right to retain interest earned on our client bank accounts.

By accepting this Terms of Business Agreement, you are giving your consent for us to treat your money in this way. Please notify us immediately if you have any objection or query.

Complaints
It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact us immediately using the contact details on the first page of this document. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 0 234 567 and further information is available at http://www.financial-ombudsman.org.uk/. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected. We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

Compensation arrangements
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, also without any upper limit. The compensation scheme does not apply to consumer credit. Further information about compensation

scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting http://www.fscs.org.uk/

Money laundering/Proceeds of crime
We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Adequacy of insurance values
It is the responsibility of the insured to ensure that all sums insured, and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits, we cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

Conflicts of interest
As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly and professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation and the options available to you before we proceed.

Introducer Arrangements
A third party may have introduced you to us and for this the introducer may be paid a fee by Riviera Insurance Services Ltd. Similarly, and only after obtaining your written consent, we may introduce you to other third parties, for which the third party may pay us a fee.

Insurer security
The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full, and you may have to pay a further premium to pay for alternative insurance cover.

How to cancel
You may have a statutory right to cancel a policy you take out through us within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. In addition, we may keep an amount which reflects the administrative costs of arranging and cancelling the policy. Our new business arrangement fee or renewal charge and any credit card handling charge made for arranging your insurance policy will not be refunded. Full details of our charges are given in our tariff of administration charges.

If you wish to cancel outside the statutory cancellation period (where this applies) you may not receive a pro rata refund of the premium. We may also keep an amount that reflects the administrative costs of arranging and cancelling the policy. Our new business arrangement fee or renewal charge and any credit card handling charge made for arranging your insurance policy will not be refunded. Full details of our charges are given in our tariff of administration charges.

If you make a claim on your policy and then it is cancelled, you may not be entitled to any refund (please see your individual insurer's terms and conditions). You will also be liable for any outstanding payments to the credit provider if you have chosen to pay by direct debit.

We may cancel your insurance at any time by sending seven days' notice in writing to the address on our records. You may be entitled to a refund subject to your insurance terms and conditions and no claims having been made in the period since last renewal. If you pay your premiums by instalments and we do not receive or are unable to

collect any payment by the due date, we will treat this as cancellation by you and any refund will be given directly to your finance provider. Any remaining balance after this has been given will be owed to the finance provider by you. In the event of your vehicle being declared a total loss, we will cancel the insurance. The full premium including Insurance Premium Tax will be due from you.

Cancellation of optional extra policies
If you cancel your insurance, any associated optional extra policies you purchased will not be cancelled unless you ask us at the same time.

Refunds
Any refund due will be paid to you less our initial commission and our cancellation charge. If there are any outstanding monies due to us on your account, these will be deducted from the refund given by the insurer. Please note that if you are paying by direct debit through a credit company, you will have to settle any outstanding balance with them. No refund will be allowed if there is an outstanding claim or if a fault claim is made on your policy. Your insurer will require written evidence that you have insured your vehicle elsewhere to allow a pro rata refund.

Law and jurisdiction
These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.