

Terms of Business – Growing Timber Insurance

Accepting our Terms of Business

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you and contains details of our respective responsibilities. By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. This document will supersede any Terms of Business previously in force. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree. These Terms of Business are subject to change at any time and we will display only the current version on our website at www.tilhill.com.

References to “We” and “Us” means Tilhill Forestry Limited and our trading name. Tilhill. References to “You” means the insured and/or their appointed agent.

The Financial Conduct Authority

Tilhill Forestry Limited is an insurance intermediary and not an insurer, we are authorised and regulated by the Financial Conduct Authority with FCA Register number FRN 309846. You can check this on the FCA's register by visiting the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

We offer insurance and our permitted business, in relation to insurance, is dealing as agent, making arrangements and assisting in the administration of non-investment insurance contracts.

Our Service

We only offer Growing Timber Insurance from QBE UK Limited. We place business under authority delegated by QBE UK Limited, and as a result, act on their behalf.

We will provide you with sufficient information in the policy document to enable you to make an informed decision as to whether the product is suitable for your needs. All products are provided on the basis that we do not give advice or make a recommendation.

Requests for cover or changes to your insurance are not effective until they are confirmed by us.

Conflicts of Interest

It is our aim to avoid any potential or actual conflicts of interest in our dealing with you, if a conflict does arise, we will advise you of this in writing and obtain your permission before proceeding. This agreement will not prevent us from acting for other clients who may be competitors of yours. In the event that we identify such a conflict of interest in our providing any services to you we will notify you as soon as reasonably practicable and where we are able to do so, agree how to continue to provide the services.

Nothing in this agreement overrides or discharges our duty to place your interests before all other considerations nor shall this agreement override any legal or regulatory requirements which may apply to us prevailing from time to time regarding your insurance or reinsurance business or the handling of claims.

Complaints

We endeavour to ensure that all complaints are resolved satisfactorily and in a timely manner. Most complaints are resolved by close of business on the third working day after receipt. For more complex issues, an acknowledgement will be sent confirming who is dealing with the complaint and when we will expect to respond to you in full. In some circumstances a complaint may be referred to the Insurer, QBE UK Limited, for their response. Within 8 weeks of the date we receive a complaint you will be provided with a final decision.

Should you wish to make a complaint you can do this in writing to Tilhill Forestry Limited, Kings Park House, Laurelhill, Stirling, FK7 9NS, by email to enquiries@tilhill.com, or by telephone on 01786 435000 detailing the nature of the complaint.

If you remain dissatisfied, you may be entitled to refer to the Financial Ombudsman Service (FOS) at Exchange Tower, London. E14 9SR Tel: 0800 023 4567. Email: complaint.info@financial-ombudsman.org.uk

Further information is on their website: (www.financial-ombudsman.org.uk).

Compensation

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.

Further information about compensation scheme arrangements is available from the FSCS, via their website, www.fscs.org.uk or calling them on 020 7892 7300.

Credit Searches

Credit searches may be undertaken in connection with the provision of your insurance for example when providing a quote. Any such credit search will appear on your credit report whether or not you take out or renew a contract with us.

Handling Money

We hold your premium payment under risk transfer as agent of the insurers and we do this by paying it into an insurer premium trust account until it is passed to the insurers. This is to protect your money and means that whilst your money is in the account, it cannot be used for any purpose other than paying the insurers or any brokers through whom we may have arranged your insurance. We will retain any interest earned on the account.

Payment of Premiums

You must pay your premiums within the timescales specified in the invoice we send you. Failure to pay premiums by the date specified may lead to cancellation of your insurance by the insurer.

We will always contact you in good time before renewal to provide renewal terms. It is important that if you do not wish to renew that you inform us as soon as possible.

You must contact us if:

- a) You would like to change the basis of your cover, or
- b) If you wish to change your insured value, or
- c) You do not wish to insure through Tilhill.

We are remunerated by commission from your premium and paid to us by your Insurer. We may receive other income based on the profitability or volume of our accounts from an Insurer. You have a right to ask us about our earnings at any time. Where a transaction results in a premium refund being due, that refund will be reduced by commission, or any other sums owing in respect of the policy.

Market security

We do not assess or guarantee the solvency of any insurer at any time during the contract period. In the event of any insurer's insolvency you may still have a liability to pay the premium. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from the participating insurer who becomes insolvent or delays settlement.

Financial Crime

We may ask you for evidence of your identity at the start of our business relationship. In the absence of such evidence, we may be unable to act for you. This is to help us to meet our obligations under anti-money laundering regulations. We observe sanctions legislation in the territories in which we operate. We will use information about you and others named on your policy to check information against UK and other sanction lists. We comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice or conduct which would constitute an offence.

Your Responsibilities

You have a duty to make a fair presentation of the risk when applying for insurance. This duty extends during the life of the policy, and at renewals. You must take reasonable care to provide complete and accurate answers to the questions we ask you when you take out, make changes to or renew your policy. You must also disclose all facts material to the insurance you wish to take out, even if not asked. The facts you need to reveal are all those which the insurer needs to estimate your risk and set the premium and terms. You must disclose this information in a way that is clear and substantially correct. If you are in doubt, please contact us.

Insurance is based on the information that you give to the insurer and if this information is wrong or incomplete, claims may not be paid in full or at all, your policy may be cancelled, have special terms imposed, policy voided, and the premium may not be returned.

Please read carefully all policy documents sent to you and inform us immediately of any incorrect information shown. If you have difficulty in understanding anything, please let us know and we will assist you.

Fraud

Insurers will be entitled to terminate the policy from the date of the fraudulent claim or act, but must still cover claims arising from incidents occurring before the fraudulent act.

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Use of Personal Data

We are committed to protecting your personal information. We will use personal information about you fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in our Client Data Protection Policy at www.tilhill.com which specifies the information we may collect on you and from whom, how and why we use this information, how we may share and disclose the information and the retention of your data. A hard copy of the Client Data Protection Policy is available on request.

You have a number of rights (including the right of access to see personal information about you that is held in our records) and these are detailed in the Client Data Protection Policy, but for any questions or concerns relating to the Client Data Protection Policy or our data protection practices, or to make a subject access request, please contact us at: **Tilhill, Kings Park House, Laurelhill, Stirling, FK7 9NS.**

Cancellation/Transfer of Policies

We will advise you whether you have the right to cancel the policy and the conditions for exercising these rights prior to conclusion of any insurance policy. Full details of cancellation right, notice periods and premium implications can be found in your policy document.

Claims

In the event of an incident occurring which could give rise to a claim under your policy, you should notify us as soon as possible in accordance with your policy conditions. Failure to do so could prejudice your insurer's position and lead to the claim being repudiated or not paid in full. When we receive notification of an incident that could give rise to a claim, we will respond promptly, explain how we will handle your claim and tell you what you need to do. We will give you reasonable guidance to help you make a claim under your policy.

Our Liability to you

Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurances as acceptance of the limitation of our liability to you, and/or to any other person with an interest in your insurances. Limits of liability are set out in the insurance policy.

Governing law and language

The relationship between us and you is governed in all respects by the Laws of Scotland, England or Wales depending on the country relating to the insurance.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

Rights of third parties

No provision of these Terms of Business will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than you or us.

Termination of the Agreement

This agreement may be terminated at any time by mutual consent or by the other party giving 14 days notice in writing.