

TERMS OF BUSINESS

This document is effective from 26th January 2016 and supersedes all Terms of Business previously issued by us. It sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. **Please read it carefully.**

Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

1. STATUS

Churchill Insurance Consultants Ltd is an independent insurance intermediary acting on your behalf as an agent to arrange your insurance cover. We aim to offer the highest standards of services in establishing appropriate insurance cover for your requirements. The company is regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is **305786**.

Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the FCA's register by visiting the FCA website, www.fsa.gov.uk/register/home.do or by contacting the FCA on 0800 111 6788.

2. OUR SERVICES TO YOU

For personal insurances we select products from a limited range of insurers. The names of the insurers used are available on request. If we ever choose a personal insurance product which falls outside the above selection criteria, we will tell you before you agree to take out or renew that particular policy.

For business insurances we will inform you at inception and at every renewal how we made our product selection and the capacity in which we are acting.

Unless we tell you otherwise, our service includes advising you on your insurance needs; arranging insurance cover with insurers to meet your requirements; and helping you with any ongoing changes you wish to make.

3. METHODS OF COMMUNICATION

We will normally communicate with you by post, telephone, email and, where available, fax, in addition to any meetings we may have with you. Please let us know if you would prefer not to receive communications by any particular medium.

4. RISK INFORMATION

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any changes to the information that has previously been provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

If you are a commercial customer, or someone buying insurance mainly for the purposes related to your trade, business or profession, you must disclose all 'Material Facts' to us or your insurers both at the outset and throughout the period of insurance cover. Material Facts are all the items of information that may influence the insurer's decision to offer cover or the terms of your insurance. The most serious consequence of failing to disclose material information before you take out insurance and throughout the period of insurance could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

5. AWARENESS OF POLICY TERMS

When a policy is issued you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you have purchased. If you are in any doubt over any of the policy terms and conditions, please seek our advice promptly.

6. INSURER SECURITY

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 could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

7. 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 policy is placed or a combination of both.

In the ordinary course of our business we sometimes earn income in the form of management/administrative expenses allowed to us by insurers to cover costs incurred in carrying out work on their behalf and in the form of volume, growth or profitability payments. We may also receive income from providers of premium financing facilities where, with your agreement, we have made such arrangements on your behalf.

Our remuneration (in whatever form) in respect of any policy will be due on the date of inception or date of renewal of that policy. We will be entitled to retain all commission or agreed fees in respect of the full policy period including where those policies are cancelled after inception.

We may sometimes also earn income for the provision of other services to you, which will be agreed with you on an individual basis.

For each insurance policy, including any subsequent renewal, you have a right to request information regarding any remuneration that we have received as a result of placing your insurance business.

8. PAYMENT FOR OUR SERVICES

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary).

- New policies: immediate payment on the inception date on the policy
- Alterations to existing policies: immediate payment on the effective date of the change
- Renewals: due in full by the renewal date. In the absence of your instructions to the contrary prior to expiry, we will automatically renew your policy if payment is usually made direct to the insurer by direct debit. We normally accept payment by cash, bank transfer, cheque or credit/debit card. Subject to status, you may also be able to spread your payments through insurers' instalment schemes or a credit scheme which we have arranged with a finance provider on your behalf. When offering premium finance, we act as a credit broker and not as a lender, and we act independently of any particular provider.

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. In the event that payment is not received from you in accordance with the above terms, we will take whatever steps we see fit to mitigate our position. This may include cancellation of your policy/policies. This could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

9. HANDLING CLIENT MONEY and/or INSURER MONEY

We hold client money collected for onward transition to the insurance undertaking and return premiums/credits/claims payments in a Client Bank Account, under a Non-statutory Trust in accordance with FCA rules. The Deed of Trust permits us to use the account to make advances of credit from time to time to our clients, in order to fund their premiums, subject to strict conditions. In dealing with us you agree to our holding client money in this way. A copy of the Deed of Trust is available on request.

Where we hold monies in a client bank account we may earn interest on monies held, which will be retained by us. In certain circumstances client money may be transferred to a third party.

Where we collect or hold money as agent of the insurer we may also hold that money in the same bank account.

Client money will be deposited with one or more approved banks, a list of which is available on request. Please notify us immediately if you do not wish us to use any bank or banks on this list.

10. COOLING OFF PERIOD

If you take out a personal policy through us which lasts for more than one calendar month, you may cancel the cover up to 14 days from the latter of:

- The policy start date or the date you receive full policy documentation from us or your insurers.
- The renewal date or the date you receive full renewal documentation from us or your insurers.

You will be informed if you have such a Cancellation Right in separate documentation.

Should you decide to exercise the Cancellation Right you will be entitled to a refund of premium less an appropriate pro rata charge for the period of cover given before the cancellation right was invoked. If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Cancellation Right.

Should any claim occur prior to the exercise of the Cancellation Right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium paid.

If this Cancellation Right is not exercised within the 14-day period as stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of your insurance policy.

To exercise the Cancellation Right you should contact us at our normal address or your insurers at the address shown on your policy.

11. NOTIFICATION OF INCIDENTS

It is essential that you immediately notify us or your insurers of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. In certain circumstances late notification may result in your claim being rejected.

Any letter of claim received by you must be passed to us or your insurers immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interest.

12. CLAIMS HANDLING ARRANGEMENTS

Your policy documents will generally give you details on whom to contact in order to make a claim. If this information is not provided, or you require assistance, please contact us. We will then advise you as to what action is required and by whom. You will be required to provide full details of your claim and you will be advised as to how you should do this. We will employ due care and skill if we act on your behalf in respect of a claim.

13. CONFIDENTIALITY OF PERSONAL DATA

All personal information is treated by us as confidential and is processed in accordance with the relevant legislation. We will not use or disclose personal information without your consent, other than in the normal course of arranging or administering your insurances, except where we are compelled by law (including by regulators or law enforcement agencies) to disclose such information. In such instances personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties.

We may also use the information we hold about you to provide you with information on other products and services we can offer which we feel may be appropriate to you. If you do not wish to receive marketing information from us please write to us at the address below. Under the Data Protection Act 1998, you have rights of access to any personal information we hold about you in our records. If you have any queries concerning this, please contact us.

14. PERSONAL CREDIT CHECKS

When you ask us to obtain quotations for personal insurance products, you should be aware that some of the insurers we approach will carry out personal credit checks as part of the underwriting process. This means they will review information held by a credit agency. Whilst a record of the search will be added to your credit history, we are advised that this will not have any detrimental effect on your credit rating or history.

To comply with Consumer Credit legislation, providers of personal credit are required to carry out affordability assessments before making advances of credit. This means that whenever we are asked to arrange personal premium finance, we will pass your name, address and date of birth to the finance provider, to enable it to carry out an assessment. In assessing your application, the provider may search information held by a credit reference agency. Please note the credit reference agency will add details of the search and your application to their records.

15. QUOTATIONS

Unless stated otherwise in our documentation all quotations provided for new insurances are:

- Valid only for a period of 30 days from the date of issue and
- Subject to satisfactory completion of the insurer's Proposal Form or a signed and dated Statement of Facts.

You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

16. CHANGES TO YOUR COVER

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you. Refunds of less than £10.00 will be held to your credit and offset against future premium payments unless you specifically requested otherwise.

17. RECEIPT OF INSTRUCTION

We do not consider instructions to arrange or change cover which are sent to us by post, electronic mail, or facsimile, or left on answering equipment, to have been received until they reach the relevant personnel in our offices. We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

18. DOCUMENTATION

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately.

All policies contain conditions and exclusions and contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover if it is not complied with precisely.

We recommend that you keep policy documents for as long as a claim is possible under the policy. If your policy includes Employers' Liability insurance it is prudent to keep a copy of all Employers' Liability Certificates issued.

19. TRANSFERRED BUSINESS

If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection.

We would ask you to contact us without delay should any aspect of a policy which has been transferred to us cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

20. COMPLAINTS AND COMPENSATION

It is our intention to provide you with the highest level of customer service at all times. However, if you should feel dissatisfied with your insurance cover in any way, or with the levels of service we have provided, then we operate a comprehensive Complaints Procedure to assist you with your complaint.

Should you wish to complain, you may do so either orally to Philip Noble by telephoning him on 020 8511 1077 or writing to him at 17 Heritage Avenue, Beaufort Park, London NW9 5FW, or by emailing philip@churchillins.co.uk.

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service (FOS). You can find out more about this by visiting the FOS web site at www.financial-ombudsman.org.uk. You can request a copy of our procedures for dealing with complaints at any time.

21. FINANCIAL SERVICES COMPENSATION SCHEME

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 insurance, size of the business (if a commercial company) 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, without any upper limit.

Further information about compensation scheme arrangements is available from FSCS.

22. CANCELLATION OF INSURANCES

If you wish to cancel your policy, you may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover. Additionally you should note the following:

- Insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged.
- Cancellation may not be possible until you return your certificate of insurance to us or your insurers.
- Cancellation of a direct debit does not necessarily cancel a policy and any balance of premium owing may be requested by the insurers.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.

23. CONFLICT OF INTERESTS

As independent insurance brokers, we generally act as the agent of our client. Occasions can arise where we or one of our associated companies, clients or product providers will 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, and detail the steps we will take to ensure fair treatment.

24. TERMINATION OF AUTHORITY

You may terminate our authority to act on your behalf with 14 days notice or as otherwise agreed without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

25. LAW AND JURISDICTION

These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the exclusive jurisdiction of the English courts.

You are deemed to have accepted these Terms of Business and give your consent for us to operate in the ways described, unless you advise us otherwise within 7 days of receipt.

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