

### **TERMS OF BUSINESS**

#### **ACCEPTING OUR TERMS OF BUSINESS**

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the section headed 'Use of Personal Data', and specifically the paragraph explaining how 'sensitive personal data' will be used.

If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us.

#### **THE FINANCIAL CONDUCT AUTHORITY**

Chubb Insurance Brokers Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Register Number is 304399. 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 Register by visiting the FCA's website, [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on 0800 111 6768.

#### **OUR SERVICE**

We provide advice and make a suitable recommendation after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing.

We also source and arrange products but do not offer advice or make recommendations, when you arrange your own cover via our websites [www.chubbinsurance.co.uk](http://www.chubbinsurance.co.uk) and [www.chubbcompare.co.uk](http://www.chubbcompare.co.uk). However, we may ask some questions to narrow down the selection of products on which we will provide details. You will then need to make your own choice about how to proceed.

We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

We select personal and commercial insurance products from a standard range of insurers but, for certain products, we may only deal with a single insurer or select from a limited number of insurers. A list is available upon request. You will be advised if we are selecting from a limited range or a single insurer before finalising your insurance arrangements with us.

#### **COMPLAINTS AND COMPENSATION**

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, contact us at the address above. When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

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 business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available as follows:

Insurance advising and arranging is covered for 90% of the claim.

For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or [www.fscs.org.uk](http://www.fscs.org.uk).

#### **PAYMENT FOR OUR SERVICES**

We normally receive commission from the insurers or product providers and on occasion we may make additional charges, which will always be advised in advance. You will receive a quotation which will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. The following maximum fees will also apply to all policies: -

- 1) Duplicate Certificate/Policy/Cover-Note or mislaid Certificate, proof of No Claims Bonus (other than original renewal notice)/ Duplicate/Replacement Policy, and second or further changes of driver or vehicle during insurance year £10.00
- 2) Recorded delivery letter (e.g. cancellation due to non-payment) £15.00

Cancellation fees are detailed in the section 'Cancellation of Insurances' and 'Ending Your Relationship With Us'.

#### **LIMITATION/EXCLUSION OF LIABILITY**

##### **YOUR ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE WHICH LIMITS OR EXCLUDES OUR LIABILITY**

Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £2,000,000 per claim. In respect of any other claim arising out of our performance or non-performance of the services hereunder our liability shall be limited to the amount of commission and fees received by us for arranging your insurance cover during the 12 months prior to such claim arising.

#### **CREDIT CHECKS**

We, insurers, premium finance companies and other firms involved in arranging your insurance may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds.

## **TELEPHONE RECORDING**

Telephone calls may be recorded for training and for our mutual protection.

## **HANDLING MONEY**

We act as agents of the insurer in collecting premiums and handling refunds due to clients. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged (Risk Transfer).

## **CANCELLATION OF INSURANCES**

You should make any policy cancellation request in writing and any relevant certificate of insurance must be returned to us or the insurer. The terms of your policy may allow insurers to retain the premium in full or to charge short period premiums in the event of cancellation. In the event of cancellation commission earned by us in placing or arranging the insurance is non-refundable. We may make a maximum deduction of up to £500 from any cancellation return premium. We reserve the right to withdraw and cancel insurances if you fail to pay premiums or instalments on demand or you fail, within seven days, to provide any documentation or information requested by us in writing.

## **ENDING YOUR RELATIONSHIP WITH US**

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

## **YOUR RESPONSIBILITIES**

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid term amendment to your policy. In addition you are reminded that throughout the life of the policy you must disclose any change in circumstances which could affect the insurance.

If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid. You must check all details on any Proposal Form or Statement of Facts, which may include a requirement to declare material facts depending upon the type of policy being arranged, and pay particular attention to any declaration whether or not your signature is required.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits, exclusions and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy and mean that claims may not be paid.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

## **USE OF PERSONAL DATA**

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to it being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal data and sensitive personal data for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to us.

## **CONFLICTS OF INTEREST**

Occasions can arise where we, our clients or product providers, may 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 we will detail the steps we will take to ensure fair treatment.

## **CLAIMS HANDLING ARRANGEMENTS**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

TOB006SSP