

Terms of Business

Commercial

Terms of Business

These Terms of Business are valid from 1st March 2015 until further notice.

These Terms of Business set out the basis upon which Centor Insurance and Risk Management Ltd will provide insurance services to you as a client of the firm

General

If any provision in these Terms of Business is held by any competent authority 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 shall not be affected thereby.

The headings in these Terms of Business are for ease of reference and shall not affect interpretation.

Debit Note(s)

Cheques should be made payable to Centor Insurance & Risk Management Ltd. If more convenient, you may wish to pay direct into one of the following accounts:

Sterling

Barclays Bank Plc
Enfield Branch,
20 The Town, Enfield
Middlesex,
EN2 6LY
Sort Code: 20-29-81
Account No: 00788104

US Dollar

Barclays Bank Plc
Enfield Branch
20 The Town, Enfield
Middlesex,
EN2 6LY
Sort Code: 20-30-19
Account No: 76425055

Euro

Barclays Bank Plc
Enfield Branch,
20 The Town, Enfield
Middlesex,
EN2 6LY
Sort Code: 20-30-19
Account No: 82061599

The Summary(ies) of Cover

This(ese) Document(s) outline the cover and should be kept safely until the final Policy documents have been issued as evidence of the insurance .

Please check that the details are in accordance with the instructions you have given us. If you believe that any details are incorrect please advise us immediately.

We draw your attention to any restrictions and exclusions applying to the policy set out in these documents. If you have any queries whatsoever, please contact us.

About Us

Centor Insurance & Risk Management Ltd, 17 Dominion Street, London, EC2M 2EF is authorised and regulated by the Financial Conduct Authority and our registration number is 306951. These facts can be checked by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0845 606 9966. We are an independent insurance intermediary, 100% owned by the working directors

Our Services

As an intermediary, we owe duties to you and unless you instruct us to do otherwise, our services include:

- Advising you on your insurances and providing other risk management services as agreed with you
- Placing your insurances from a range of insurers on the basis of a fair analysis of the market. If there are circumstances where we can only offer a product from a single insurer or limited number of insurers, we will advise you accordingly and supply a list of those insurers on request
- Making amendments, at your request, to policies we have placed on your behalf
- Dealing with insurance claims made on insurance policies we have placed on your behalf (unless arrangements for direct notification to insurers have been agreed between us)
- Collecting premiums from you as agent for the insurance undertaking unless we inform you otherwise on certain isolated instances when you should refer to our paragraph marked 'Accounting'
- Retaining for the appropriate period documents relating to the placement of your insurances and of claims made (following which the documents will be destroyed)

Our Remuneration

Unless we have agreed with you otherwise, payment for our services to you will be by way of commission paid to us by insurers. Some insurers may make additional payments to us contingent on the aggregate income and/or profitability of their account with us and/or in respect of prompt and efficient work we undertake on their behalf. We do not make any additional fees or charges. Brokerage and fees are earned for the policy on placement and we will be entitled to retain all brokerage and fees in respect of the full policy period in relation to policies placed by us.

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.

Your Obligations

Your obligations are as follows:

- When instructing us to place or to renew insurances on your behalf, to disclose any material facts; that is, any facts likely to influence an insurers decision whether or not to accept the risk and on what terms and at what premium to accept the risk
- To disclose any material fact of which you become aware whilst your insurances remain in force
- To seek our advice if you are in any doubt as to whether any facts might be material
- To pay any premiums within the period stipulated in the debit notes we send you
- To review any confirmation of cover we send and advise us immediately if you consider that it does not reflect your demands and needs
- To review the insurers with whom your insurances have been placed and advise us immediately if you object to them taking part in your insurances
- To retain any insurance policies in a safe place
- To act as if uninsured and to take all prudent and reasonable steps to prevent injury or damage of the type covered by the insurances and also to take such actions after the event as are sensible to minimise its loss
- To advise us, without delay, of any claim or circumstances likely to give rise to a claim under the insurances
- To provide instructions to us in writing in order to avoid any misunderstandings about the cover. In urgent cases we will accept verbal instructions but we request that they be confirmed in writing immediately thereafter

All answers or statements given on a proposal form, statement of fact, claim form or other document relevant to your insurances will be your responsibility and you should always check the accuracy of the information we provide to insurers on your behalf.

Failure to disclose, or misrepresentation of, material facts entitles insurers to decline claims and delay in notifying a claim may also entitle insurers to decline a claim.

Failure to pay premiums in accordance your insurers terms and conditions set out at inception or renewal might invalidate your insurance. For the avoidance of doubt, we have no obligation to fund any premiums, fees, duties and taxes on your behalf and have no responsibility for any loss which you may suffer as a result of insurers cancelling cover as a result of late payment of such sums if such delays are attributable to you. We will not withhold any insurance documentation from you without your permission unless we are legally entitled to do so.

Disclosure of Information

By accepting this insurance quotation or renewal of an existing contract, you confirm that the facts provided in the statement of fact, meetings and fact-finding process are true. We and your insurer have relied on these facts and all information you have provided, in deciding to accept this insurance and in setting the terms and premium. You must make sure that all the information provided to us is accurate and complete. You are reminded that you have the duty to disclose all circumstances material to a policy, in respect of any aspects of the risks insured, including, and most importantly, circumstances that could increase the risk such that in those circumstances your insurer would have wanted to increase premiums, applied additional terms, or indeed, decided not to provide cover at all.

If any of the facts stated or any of the information provided to us is not correct, you should inform us as soon as possible. If and when we are notified of a change we will tell you if this affects your policy, following referral to your insurer. For example your insurer may cancel your policy in accordance with the cancellation condition, amend the terms of your policy or require you to pay more for your insurance. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.

Further, it is your responsibility to ensure that the amount insured is sufficient to cover the full value of the risks insured. If you are not sure about what to tell us, please contact us to discuss further and we will provide guidance on how to proceed.

This is an on going obligation throughout the duration cover is in force

Peace of Mind

We are covered by the Financial Services Compensation Scheme and 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. The compensation level is 90% of the claim (increased to 100% of the claim for compulsory classes of insurance) without upper limit for all classes

Confidentiality

We will treat all of the information you provide us as private and confidential to us and anyone else involved in providing your insurances (including loss adjusters and claims handlers appointed by insurers) even when you are no longer a customer. We will not give anyone else any information about you except:

- When you ask us to or give us permission
- If we have to by law

Unless you advise us otherwise, we have your permission to disclose your personal information to your insurers, potential insurers and other third parties to whom we delegate (and transfer) our responsibilities for the purposes of providing the services under our agreement with you. We will use your personal data for the purposes of providing these services to you and, unless you tell us not to, informing you about our services from time to time.

We are registered under the Data Protection Act 1998 and comply with the Act in our dealings with your personal data. The Act protects your personal data by providing, amongst other things, that the data we hold about you should be processed lawfully and fairly. It should be accurate, relevant and not excessive. The information should, where necessary, be kept up to date and not retained for longer than is necessary. It should be kept securely to prevent unauthorised access by other people. You have the right to see what is held about you and correct any inaccuracies.

Third Party Rights

A party who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Statutory Rights

Your normal Statutory Rights are not affected by this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of England and Wales.

Accounting

All monies belonging to you are held in a Trust Fund segregated from the Company's funds. Any funds held in the Account will be forwarded to you or the relevant insurer for payment of premium when requested. We have agreed with you that interest will not be payable to you on any balance standing to your credit on the Account. Return premiums and claims payments will be made in favour of you. If, however, you request a payment to be made to a third party, we would ask you to confirm the required payee name and details in writing as well as the reason for your request before the payment can be made.

Termination

You, or we, may terminate the authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing, and will not affect the completion of any transaction already initiated on your behalf.

Complaints Procedure

We believe that providing the very highest level of service is of paramount importance and undertake to resolve any complaint you may have, however large or small, in a timely and assiduous manner.

- ◆ If you are not satisfied with any aspect of the service that you have received from Centor, please refer the matter either orally or in writing to our Compliance Department
Compliance Director Paul Field on 0207 330 8702 (local rate number) or email pwf@centor.co.uk
Compliance Manager Oriel Gavin on 0207 330 8714 (local rate number) or email ocg@centor.co.uk
- ◆ We will aim to **resolve** your complaint by the close of the next business day after received. By **resolve**, we mean you have indicated acceptance of a response from us, with neither the response nor acceptance having to be in writing.
- ◆ If your complaint cannot be resolved within the next business day rule, we shall acknowledge receipt of your complaint, in writing, within 5 business days of it being made.
- ◆ Within 8 weeks from the date of receipt of your complaint, we confirm you will receive a written final response from us that either:
 - (a) accepts the complaint and, where appropriate, offers redress or remedial action; or
 - (b) offers redress or remedial action without accepting the complaint; or
 - (c) rejects the complaint and gives reasons for doing so; or
 - (d) explains why we are not in a position to make a final response and indicates when we expect to be able to provide one.
- ◆ If, after our final response has been received, you are not satisfied with the outcome, you may be able to refer the matter to the Financial Ombudsman Service (FOS), provided you are an **eligible complainant**. At this juncture we will advise you whether we are prepared to waive the referral time limit rules and we will discuss what this means to you should we reach this stage.

FOS Consumer Helpline

Monday to Friday – 8am to 8pm

Saturday – 9am to 1pm

0800 023 4 567

calls to this number are free from mobile phones and landlines

0300 123 9 123

calls to this number cost no more than calls to 01 and 02 numbers

FOS Email

complaint.info@financial-ombudsman.org.uk

FOS Correspondence Address:

Exchange Tower

1 Harbour Exchange Square

London

E14 9GE