

# Commercial Terms of Business



These Terms of Business are valid from 25<sup>th</sup> May 2018 until further notice. They set out the basis upon which Centor Insurance & Risk Management Ltd will provide insurance services to you as a client.

## 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' specifically the paragraph explaining how 'personal and special category data' will be used and the sub section titled 'Credit Checks' and
- the section headed 'Accounting which explains our terms for handling client money in a statutory trust account.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business, or have any questions, regarding our relationship with you, please contact us immediately.

## 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.

## The Summary (ies) of Cover

Where issued, these documents 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, exclusions or suspensive conditions applying to the policy set out in these documents. Please contact us if you have any queries whatsoever.

## 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](http://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 have duties to you. Unless you instruct otherwise, our services include:

- Advising you in relation to your insurance and, after we have assessed your needs, making a suitable recommendation. Where we can offer the availability of a facility in order to pay the insurance premium with regular instalments, we do not offer advice in relation to this but we may ask some questions to narrow down the selection of options available. You will then need to make your own decision about how to proceed;
- Placing your insurances with 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 a 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 in certain isolated instances when you should refer to our paragraph titled '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).

In some circumstances, we do not provide advice and we will therefore confirm in separate documentation whether or not any advice or recommendation has been made before finalising your insurances. We may also provide other risk management services as agreed with you.

We do not offer advice in relation to this service, but we may ask some questions to narrow down the selection of options available. You will then need to make your own decision about how to proceed.

We will not in any circumstance guarantee the solvency of any insurer.

## The Capacity in which we Act for You

As independent insurance intermediaries, we act as the Agent of our Client. However, we are subject to the law of Agency, which imposes various duties on us and in certain circumstances we may act for and owe a duty of care to other parties.

In certain circumstances, we may act for your insurer, for example where we have delegated authority. In most cases where we are acting on behalf of the insurer, we will be acting as their agent. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

Where a premium is paid by instalment facilities and a payment defaults, resulting in the insurance policy or policies being cancelled, we will be acting as your agent and not that of the credit lender. In these circumstances, where the recovery of a debt for the insurer or credit lender is required, you accept that we have the right to recover this debt from you.

In the event that a conflict arises that is complex or difficult to manage, we will discuss this with you. If you have any concerns in relation to conflicts of interest, please contact us.

## Liability

We acknowledge that we will be liable to you for loss, damage, costs and expenses ("losses") caused by our negligence or the negligence of any of our directors, employees, consultants, subcontractors or agents for whose acts, errors or omissions the Company is legally liable ("the Specified Persons"). We shall have no other liability of any nature, whether in contract, tort or otherwise, for any losses whatsoever and howsoever caused, arising from or in any way connected with the services and/or advice we provide.

We shall not be liable in contract, tort (including negligence) or otherwise (1) for any increased costs or expenses or (2) for any loss of profit, business, business contacts, business revenues or anticipated savings, or (3) for any special, indirect or consequential damage of any nature whatsoever.

We shall not be liable to the extent that losses are due to the provision of false, misleading, inaccurate, or incomplete information or documentation or your failure to inform the Company of any material information or if and to the extent losses are due to any act or omission of any person other than the Company or any of the Specified Persons.

We shall not be liable to you or be deemed to be in breach of our contract with you by reason of any delay in performing, or any failure to perform any of our obligations to you, or if the delay or failure was due to any cause beyond our reasonable control. Unless otherwise agreed by the Company with you in writing, our total liability to you (whether in contract, tort, including negligence or otherwise) shall not exceed £10,000,000 in respect of any one claim.

## Saving

Nothing in these terms and conditions is intended nor shall operate to exclude or restrict any duty or liability to the client which the Company has under the regulatory system in or under the Financial Services and Markets Act 2000, or any liability arising from fraud or dishonesty of any Specified Person, any liability for death or personal injury caused by negligence or any other liability which by law cannot be excluded or restricted.

## Our Remuneration

In most circumstances payment for our services to you will be by way of commission paid to us by insurers. Alternatively, we may agree with you to waive commission payments and charge a fee for our services, or in some circumstances, a combination of both. In all circumstances our remuneration will be agreed with you before you enter into the contract. 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 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:

- To adhere to the terms referenced in this document in the section titled 'Insurance Act 2015 - Disclosure of Information', when instructing us to place or to renew insurances on your behalf;
- To seek our advice if you are in any doubt as to whether any facts or circumstances might fall within the Act description and therefore need to be disclosed to us and to underwriters;
- 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 is 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, fact find document, 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 pay premiums in accordance with your insurer's terms and conditions set out at inception or renewal might invalidate your insurance. For the avoidance of doubt, we have no obligation to refund any premiums, fees, duties and taxes on your behalf and have no responsibility for any loss which you may suffer as a result of your insurer cancelling cover because 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.

## Insurance Act 2015 - Disclosure of Information

Your insurance is based upon the information provided to the insurance company.

You must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before the setting up or renewal of your insurance policy is concluded, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it.

In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes, but is not limited to, consulting with all senior managers. A senior manager is anyone who plays a significant role in the making of decisions about how your activities will be managed or organised, regardless of whether or not that individual is a member of your board or in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured.

If you deliberately or recklessly fail to comply with your obligations to present the risk fairly, insurers may void the policy. This means they can retain all premiums and treat the policy as if it never existed and refuse to make any claims payments. You could also be obliged to repay any claims payments that had already been made.

If you fail to present the risk fairly, but your failure was neither deliberate nor reckless, insurers' responses will depend upon what would have happened if you had complied with your obligations:

- a. if insurers would not have provided the policy, they may treat the policy as if it never existed, refuse to make any claims payments and demand the return of any claims payments already made. However, they would have to return any premium payments already made;
- b. if insurers would have provided the policy but on different terms, the policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being met in part or in full;
- c. if insurers would have provided the policy but charged a higher premium, they may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment made under the policy.

Your insurer has the right to contract out of parts of the Insurance Act. If this affects you at the outset or the renewal of your insurance contract, we will advise you of how this may affect settlement of any claims in the future and the options available to you, which may include opting for an alternative insurer who has not contracted out.

## 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.

## Use of Personal Data

Information provided to us by you will remain confidential and be used solely for the purpose of providing insurance broking services to you, or to others where we are required to fulfil a regulatory or legal obligation and as set out in our Privacy Notice. This means that your personal information will be used to process your policy, understand your needs and improve our services. It may be shared with third parties where required to do so for us to provide our services to you, or where we have appointed third parties to manage our business.

Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out at any time by unsubscribing or by emailing [info@centor.co.uk](mailto:info@centor.co.uk) and placing the word unsubscribe in the subject line.

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In your dealings with us you may provide us with information that may include data that is known as personal or special category data. Where we process such data we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, email, date of birth, health and criminal offences.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

Nothing in this agreement overrides the Broker's duty to place the interests of its client before all other considerations nor shall this agreement override any statutory legislative or regulatory requirements (whether obligatory or advisory) which may apply to the Broker.

Information provided to you by us by way of reports and publications constitutes confidential and proprietary information belonging to us and may only be disclosed and/or used in accordance with permission granted by us. Any other disclosure and/or use is strictly prohibited and we reserve our rights amongst others, to take such action as is necessary to protect our confidential and proprietary information.

Please note that English Law recognises the existence of an implied contract of insurance permitting insurers to inspect certain documents which we hold as your broker. Some insurers have slightly wider access than others. Where possible we will advise you of any demand made by your insurers, but you should be aware that the right to inspect does not depend on your prior consent having been given.

If you require further information on how we process your data or you wish to exercise your rights, please contact the Data Protection Manager Oriel Gavin, on [ocg@centor.co.uk](mailto:ocg@centor.co.uk) or 0207 330 8714.

## Credit Checks

We, and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) 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. If you have any questions about this or any other matter, please do not hesitate to contact us.

## Money Laundering/Proceeds of Crime Act

We are obliged to conduct reasonable due diligence to protect us, our clients, insurers and other intermediaries against the risk of financial crime. At the start and throughout our relationship, we may require you to provide evidence to assist us in verifying your identity and/or legitimacy of any transactions we conduct on your behalf.

Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any anti-bribery laws (including the Bribery Act 2010).

We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing this report to you,

We are not permitted to conduct business with any customer who is subject to sanctions and embargoes. If sanctions or embargoes are in place, then we will not be able to proceed with transactions on your behalf and your insurers may terminate your insurance contract and not pay any claims that have been notified. If you subsequently become subject to sanctions or embargoes, we may have to terminate our relationship and your insurer may invoke its cancellation rights under your policy, as well as being unable to proceed with any claims that have been notified.

## 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.

## Governing Law

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

## Accounting

We have financial arrangements with most insurance companies on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. However, if risk transfer does not apply, such monies will be held by us in a segregated trust account, set up in accordance with FCA rules. Interest earned on monies held in such a statutory trust account will be retained by us.

For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

We are not permitted to use client money balances to provide credit for customers or potential customers. As a consequence, of these rules, we will not be able to allow any refund of premium until such time as we receive the credit of premium from the insurers.

We may withdraw any commission due to us following receipt of your payment, which may be prior to us transferring the premium to the insurer or other intermediaries.

## Termination

You can terminate your authority for us to act on your behalf at any time. We can terminate the authority to act on your behalf at any time, if it is reasonable to do so, by giving you seven days' notice, otherwise we will provide you with 30 days' notice of our intention to terminate the agreement. Examples of reasons why we may choose to give you seven days' notice of termination include, but are not limited to, non-payment of premium or fees, commission clawback by insurers where instructions are given to another party to handle your insurance(s), failure to provide requested documentation or information, deliberate failure to comply with terms set out within this TOBA or insurers' documentation, deliberate misrepresentation or non-disclosure or attempted fraud, the use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers. On all occasions this will be subject to us retaining all commissions due or fees charged for the insurance contract period the request is made in.

Notice of this termination must be given in writing, and will not affect the completion of any transaction already initiated on your behalf. We reserve the right to charge reasonable administration costs for the run-off of any outstanding claims after termination.

## Complaints Procedure

We believe that providing the highest level of service is of utmost importance and undertake to resolve any complaint you may have 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 verbally or in writing to our Compliance Department:

- Compliance Director Neil Walton on 0207 330 8719 (local rate number) or email [nsw@centor.co.uk](mailto:nsw@centor.co.uk);
- Compliance Manager Oriel Gavin on 0207 330 8714 (local rate number) or email [ocg@centor.co.uk](mailto:ocg@centor.co.uk);

We will aim to resolve your complaint by the close of business on the third business day following receipt of the complaint. By resolve, we mean you have indicated acceptance of a response from us. This can be verbal without the requirement to follow this up in writing.

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If your complaint cannot be resolved by the close of business on the third business day, we shall acknowledge receipt of your complaint in writing within five business days of it being made.

Within eight weeks from the date of receipt of your complaint, we confirm you will receive a final written response from us that either:

- accepts the complaint and, where appropriate, offers redress or remedial action; or
- offers redress or remedial action without accepting the complaint; or
- rejects the complaint and gives reasons for doing so; or
- 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](mailto:complaint.info@financial-ombudsman.org.uk)

## FOS Correspondence Address:

Exchange Tower

1 Harbour Exchange Square

London

E14 9SR