

Please read this document carefully as it sets out the terms on which we agree to act for our clients and contains important regulatory and statutory information.

#### Definitions

"We/us/our" means Caunce O'Hara & Co Ltd of 82 King Street, Manchester, M2 4WQ Telephone 0161 833 2100 / Fax 0161 839 2100 / E-mail [info@caunceohara.co.uk](mailto:info@caunceohara.co.uk)

#### Status

We act as an Independent Insurance Broker and we are authorised and regulated by the Financial Conduct Authority, Canary Wharf, London. Our FCA registration no. is 306183. You can check this on the FCA's register by visiting their website <http://www.fca.org.uk/register> or by contacting the FCA on 0845 606 1234.

#### Complaints

If you wish to make a complaint, please contact **Mr Keith Scowcroft** at the above address, or our office on 0161 833 2100. If we cannot settle the complaint satisfactorily, you may be entitled to refer your complaint to the Financial Ombudsman Service. Details of how will be provided to you in these circumstances.

#### Financial Services Compensation Scheme (FSCS)

We are covered by the 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. Full details and further information on the scheme are available from the FSCS

#### Scope of Capacity and Services

We act as Independent Intermediaries on behalf of our Clients and are subject to the Law of Agency which imposes duties on us. We are acting as your agent when we are:

- Advising and arranging your insurance cover with insurers to meet your requirements.
- Helping you with any on-going changes you make.
- Placing insurance on your behalf.
- Assisting you with any claim you need to make.

#### Products

A list of insurers is available on request. We will advise and make a recommendation for you after we have assessed your needs. This will include the type of cover you seek together with the costs. We will endeavour to conduct a fair analysis of the market place when dealing with your insurance; in the event of us only using one carrier for a particular product, you will be advised at the time of negotiation.

For Practice Insure we have arranged an insurance scheme ['Scheme'] with two Insurers and, on your behalf, we will deal directly with them for ongoing policy administration. (Please note Sun Alliance Insurance Overseas Ltd holds a minority equity stake in us.) We issue policies and handle claims on behalf of Scheme insurers. Within this Scheme, all Legal Expenses Insurance is provided solely by DAS Insurance Ltd and all other classes of insurance are provided solely by Royal Sun Alliance. We will also advise you should we place your insurance through any other intermediary regulated by the FCA.

#### Use of other intermediaries

Where we consider it to be appropriate and for your benefit, it may be necessary for us to request another broker or intermediary to act as our agent and assist in the placement of your insurance product. In such cases, we will provide specific instructions to such sub-agents so as to meet your insurance requirements.

#### Transparency

You will receive information about any fees we receive relating to the product you are being offered. Our remuneration will either be a fee as agreed with you or commission which is a percentage of the premium paid by you, or a combination of both where appropriate. This will include commission, fees, over-rider agreements, profit share arrangements and any volume business deals that your policy may contribute towards. Brokerage/fees are for the policy period and we will retain all brokerage/fees in relation to policies we've placed.

**We are committed to ensuring complete transparency of our remuneration and we will, at your request, fully disclose our remuneration.**

#### Health & Safety

We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation

#### Payment of Premiums

We normally accept payment by guaranteed cheque or certain credit or debit cards & you should enquire which are available. You may be able to spread your payment through insurers' instalment facilities or a finance arrangement. We will give you full information about your payment options when we discuss your insurance.

#### Renewals

We will notify you that your policy is up for renewal by email at least one calendar month before renewal. This email will include details of the policies that you hold as well as the renewal premium for the forthcoming year. Up to seven (7) days prior to the renewal date, we will attempt to automatically renew your policy using the valid payment details provided previously. If you did not pay for your policy using a credit/debit card, then this automatic process will not apply and we will contact you by telephone.

If we are not able to take payment automatically for any reason (if your card declines, if your payment details have changed, or if your bank has issued a new card to you in the past year and the payment details we hold are no longer valid), we will notify you on the date of renewal. We will allow fourteen (14) days from the renewal date to make alternative arrangements for payments before the policy automatically lapses. We will attempt to make contact with you up until the fourteen (14) day period has expired.

The automatic renewal will be based upon the details we already hold on file, including turnover, occupation and number of employees, and will maintain the levels of cover held for the previous year. If any details have changed or you require any changes to the levels of cover you hold, it is your responsibility to contact us and inform us of these details.

If we automatically renew your policy, you will receive fourteen (14) days from the date of renewal in which to cancel the payment and obtain a full refund. If you cancel within this period, we will treat the policy as lapsed at renewal, and credit the full premium back to your card with no charge being made. If you cancel after the fourteen (14) day cooling off period has expired, we will make a charge for the period that cover has been in force, and we will ordinarily retain the remuneration we have earned on the policy, as per the Cancellation Clause.

#### **Duty to Disclose**

You are obliged to ensure that the Insurer is provided with full and accurate material facts about your risk, now and throughout the lifetime of your policy. A material fact is anything that may influence an Insurers judgement in their assessment of your policy, **and should include all incidents/losses that you have dealt with yourself without involving an Insurer.** A material fact could include changes to your business activity, criminal convictions or any financial issues such as a potential bankruptcies or CCJ's. If you are unsure as to whether a fact is material, we recommend that it be disclosed. Failure to disclose may entitle the Insurers to refuse to pay part or all of any subsequent claims.

#### **Misrepresentations Act (Consumers only)**

You are respectfully reminded of your duty to take reasonable care not to make a misrepresentation in any information that is provided by you to insurers and to answer all questions asked by insurers honestly. Under the Consumer Insurance (Disclosure and Representations) Act 2012, a misrepresentation may amount to a failure to comply with a request from an insurer for confirmation, or amendment, of details previously provided by you. Please be aware that the duty to take care not to make a misrepresentation exists not just prior to any placement being effected but also at any subsequent renewal and any variation of the contract terms during the period of insurance.

In the event of a deliberate or reckless misrepresentation, insurers may avoid the contract. Under the Consumer Insurer (Disclosure and Representations) Act 2012, a deliberate or reckless misrepresentation is a misrepresentation where you know it to be untrue or misleading (or do not care either way) and that you know (or do not care) that the matter to which it relates is relevant to insurers.

Insurers may also avoid the contract where a careless misrepresentation has been made. A careless misrepresentation is a misrepresentation that is neither deliberate nor reckless. In such instances, if insurers would not have entered into the contract had the careless misrepresentation not been made, then insurers may be entitled to avoid the contract. However, if insurers would have imposed different terms had the careless misrepresentation not been made, then insurers may be entitled to treat the contract as if those terms applied.

#### **Security**

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

#### **Data protection**

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

#### **IMPORTANT**

Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims. Motor Insurance details are added to the Motor Insurance database run by the Motor Insurers' Information Centre that has been formed to help identify uninsured drivers and may be secured by the Police to help confirm who is insured to drive. In the event of an accident the database may be used by Insurers and the Motor Insurers Bureau to identify relevant policy information. Other insurance related databases may also be added in the future.

#### **Credit Checks**

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether or not your applications proceed.

As well as these searches they or we may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your applications proceed.

Unless you contact us to confirm you do not wish us to carry out these searches we will assume your consent has been given and proceed as above.

#### **Claims**

You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact this office and we will promptly advise you and if appropriate, issue you with a claim form and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible

after they have been received on your behalf. In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

#### **Client Money**

In some cases premiums are collected in line with a strict agency agreement known as a Risk Transfer and when we collect these premiums, we are acting on behalf of the Insurer. Where risk Transfer does not apply, client money is held in a Statutory trust in accordance with the FCA Client Assets Sourcebook (CASS), with our nominated bank. Holding money in line with CASS ensures your money is protected, and used only for the settlement of Insurer accounts. **Any interest we earn on client money and any investment returns will be retained by us for our own use.**

#### **Payment to Third Parties**

We may transfer client money to third person, such as another broker, for effecting a transaction on your behalf through that person. This may include brokers or agents outside the UK. The legal and regulatory regime applying that person outside the UK may be different from that of the UK and in the event of a failure of that firm; this money may be treated in a different manner from that which would apply if an agent in the UK held the money. You may notify us if you do not wish your money to be passed on to a person in a particular jurisdiction.

#### **Cancellation Clause**

Your insurance may include a cancellation clause. If you are a Consumer, this is mandatory. Full cancellation details will be explained to you during the negotiation process. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned in the event that the insurance is cancelled after inception, our fees or brokerage will not usually be returnable.

#### **Money Laundering/Proceeds of Crime Act**

The Serious Organised Crime Agency requires us to obtain evidence of clients' identities at the start of a business relationship. We may ask or sight of your passport, utility bill or bank statements. For companies, evidence usually consists of a copy of the Certificate of Incorporation or we may check the Companies House register.

#### **Termination**

Our services may be terminated without cause or penalty by giving one months' notice in writing. In the event that our services are terminated by you other than at the expiry of the policy we will be entitled to retain any fees and all of the brokerage payable. The responsibility for handling claims reported after the date of termination shall in the absence of an express agreement be the responsibility of the party taking over the role.

#### **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.

#### **Limitation of Liability – IMPORTANT NOTICE**

1. This section forms part of our Terms of Business. We accept instructions to act on your behalf strictly subject to the following limitation upon our liability.
2. Our liability to you for any act or omission (including, but not limited to, our negligence and /or the negligence of any other parties in respect of which we are legally liable to you), whether such liability be in damages, equitable compensation or otherwise, shall not exceed the sum of £1,000,000 or its equivalent from time to time in Euros or any other relevant or appropriate currency in respect of any one transaction or series of related transactions.

This figure has been carefully chosen in order to enable us to offer reasonable redress to our clients in the event of a claim, whilst enabling us to retain competitive levels of fees and commissions and make appropriate arrangements to ensure that any proper claim is met.

This section does not apply to awards made by the Financial Ombudsman Services in the exercise of his compulsory jurisdiction.

3. In section 2 above:
  - i. "negligence" means a breach of any obligation upon us to take reasonable care, whether that obligation is imposed by virtue of a term (express or implied) of any relevant contract, or by the law of negligence, or otherwise;
  - ii. "transaction" means any professional service provided by us to you, including (but not limited to) the arranging of insurance, advising on insurance cover and/or on particular wordings, notification of claims to insurers, and claims handling generally;
  - iii. "a series of related transactions" has its ordinary meaning (save that "transaction" has the meaning given at (ii) above), but includes (without limitation), (a) transactions concerning, connected with or arising out of the same policy of insurance or reinsurance arrangement, or, (b) where different policies or arrangements insure or reinsure (as the case may be) all or some of the same risks, transactions concerning, connected with or arising out of some or all of those policies or arrangements.
4. We are always prepared to discuss increasing the limit of our liability specified in this section in relation to any individual engagement, if particular reasons exist, but we reserve the right to decline to increase the limit or (in the event that we agree to increase it) to make an additional charge or to impose alternative or additional conditions. No agreement to increase the limit shall be valid unless made in writing and signed by a partner in the firm.

5. Under these Terms of Business, you agree not to make any claim against any employee, director, partner, consultant or other individual connected with us. See paragraph 6 below. However, it is also understood and agreed that if for any reason the provisions of paragraph 6 hereof are held to be invalid or unenforceable in whole or in part, any claim made by you against any employee, director, partner, consultant or other individual connected with us is also subject to the limit of liability of £1,000,000 contained in this clause, and you understood and agree that any such individual may avail himself of this limitation.
6. You agree:
- i. that your remedies in relation to the provision professional services by us, arising out of or in connection with this engagement, lie exclusively against us and not against any employee, director, consultant or partner as individuals;
  - ii. that you will not make any claim and/or bring any legal proceedings against any employee, director, partner, consultant or other individual, in respect of any act or omission by any such person or persons (whether negligent or not).
  - iii. You understand and agree that the provisions of this clause may be enforced by any employee, director, partner, consultant or other individual connected with us in accordance with the Contracts (Rights of Third Parties) Act 1999

