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## EXPLAINING OUR TERMS OF BUSINESS AND INDEPENDENT INTERMEDIARY STATUS

### 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

### Status

We are regulated by the FCA under the terms of their Code of Practice and Rules which regulates sales, advisory and service standards to ensure general insurance customers are treated fairly. We are authorized under Firms Reference 306183. You can check this on the FCA's website [www.fca.org.uk/register](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 our Complaints Officer, Martin Garton, at the above address, or by telephone 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 ongoing changes you make.
- Placing insurance on your behalf.
- Assisting you with any claim you need to make.

For Recruitment Agencies we have arranged an insurance scheme ['Scheme'] with Royal Sun Alliance 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 Caunce O'Hara). We issue policies and handle claims on behalf of Scheme insurers. Within this Scheme, all classes of insurance are provided solely by RSA Plc. We will advise you should we place your insurance through any other intermediary regulated by the FCA.

### 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

### Duty of Fair Presentation (non-consumer clients)

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately. You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information. If you feel you have not been able to do so, please advise us so we can allow underwriters to make further enquiries if they wish to do so. You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith. Any

deliberate or reckless misrepresentation may involve part or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

### **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 Insurance (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 or 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.

### **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 us 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.

### **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 doubt over any of the policy terms or conditions, please seek our advice promptly.

### **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.**

**Documents.**

With your consent we reserve the right to retain certificates or other policy documents at this office until all payments due under the policy have been made.

**Quotations.**

Unless otherwise agreed any quotation given will remain valid for a period of fourteen (14) days from the date of issue of the quotation.

**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. We will send you reminders by email fourteen (14) days prior to renewal, seven (7) days prior to renewal and the day before renewal. On 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 the onus will be on you to contact us by the renewal date to ensure that cover remains in force.

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 changed 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.

**Cancellation Clause**

Your insurance contract may include a cancellation clause. If you are a consumer as defined by the FCA, 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, giving notice of the cancellation. In the event of cancellation, insurers may return a pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. An administration fee £10 will be deducted from any available returned premium. 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 NCA (National 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 non-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).

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

## **Data Protection – Privacy Notice**

### **Introduction**

We recognise our responsibility to treat your personal information with care and to comply with all relevant legislation, in particular the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) – the “legislation”. This notice covers our requirement to provide you with information on how and why we use your personal data and of your rights under the legislation.

### **Data Controller**

We have provided you with a quotation and/or administer your insurance policy and are classed as the “data controller” which means we process your data. The contact details are shown at the foot of this notice. Your data may be passed to other parties, including Insurers, for the purposes of arranging your insurance. These parties could also be data controllers and where necessary will issue their own Data Protection Privacy Notices.

### **Personal Information**

We will use personal information about you mainly to provide you with a quotation from Insurers, arrange and administer your policy if you buy one through us, arrange Premium Finance/Consumer credit if required, inform you about our other products and services and statistical analysis.

Some of the personal information we ask you to provide may be sensitive (special category) as defined in the legislation such as information about your medical history. We can collect such information for insurance purposes without your specific consent but it will only be used for the purposes set out above. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and that we may use their personal data in the same way as your own as set out in this notice.

### **Legal Basis for processing your Personal Information**

We are required to have a lawful basis (as defined) in order to process your personal data and the relevant bases which we use are show in the table below.

<b>Purpose of processing</b>	<b>Lawful Basis</b>
Providing quotations; arranging and administering insurance policies	Necessary for the performance of an insurance contract
Arranging Premium Finance/ Consumer Credit	Necessary for the performance of a consumer credit contract
Provision of information on products and services (Marketing)	Our legitimate interests or your explicit consent
To notify you of changes in our service	Our Legal and Regulatory obligations
To prevent and detect fraud, money laundering and other financial crimes	Our Legal and Regulatory obligations
To meet general legal or regulatory obligations	Our Legal and Regulatory obligations
Statistical analysis	Our legitimate interests – to refine and enhance the products and pricing which we can offer

### **Marketing**

We may contact you by email, text, telephone, mail or other agreed means to keep you up to date about our products and services. The legislation allows us to do this in our own commercial interests for certain communications with previous customers. In other circumstances we can only do so with your explicit consent. In all cases you can opt out from receiving such communications at any time.

### **Disclosure of your Personal Information**

As a necessary part of providing you with the services described above we may need to disclose your personal data to other third parties. These may include:-

Premium Finance companies, Computer bureaux/Software Houses, Insurers, Other Insurance Intermediaries, Insurance Industry databases, Government databases, Credit agencies, Regulatory authorities, the Police and other law enforcement bodies.

### **Fraud prevention and detection**

To prevent and detect fraud we may at any time:-

1. Share information about you with other organisations and public bodies including the Police.
2. Check and/or file your details with fraud prevention agencies and databases.
3. Undertake credit searches and additional fraud searches

We can supply on request further details of the databases which we use.

### **Credit Search Consent**

To make sure you get the best price and terms for your Insurance, we will use the widest possible range of Insurers available to us including some who now carry out searches of their own to protect customers from fraud and to verify identity. They do this using publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations to whom they may need to pass some of your personal information. Their search will appear on your credit report whether or not you take out or renew a policy with them.

As well as these searches, some Insurers 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 you take out or renew a policy with them.

### **Automated decision making and Profiling (if relevant)**

For our on-line systems we carry out automated decision making to decide whether we can provide insurance to you and at what price. For all our quotation systems we may use external data from Credit agencies, Electoral Roll, etc. to help in decision-making on pricing and risk acceptance. This may be regarded as "profiling" as defined in the legislation. The legislation for both of these requires safeguards in the event that they have a legal or similarly significant effect on individuals. We do not consider that our processing poses such risks but you have rights to further information on these processes as explained below.

### **Retention Period**

Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the period will be for a maximum of 7 years following the expiry of an insurance contract unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

### **Your Rights**

You have the following rights in relation to our processing of your personal data:-

1. The right to be informed about how we use your personal data (This Privacy Notice)
2. The right to see a copy of the personal information we hold about you. (In most cases this will be free of charge)
3. The right to have personal information rectified if inaccurate or incomplete.
4. The right of erasure of your personal information where there is no compelling reason for its continued processing.
5. The right to restrict processing in certain circumstances, e.g. if its accuracy is being contested.
6. The right to data portability which, subject to certain conditions, allows you to obtain and reuse your personal data across different services.
7. The right to object to certain processing including for the purposes of direct marketing.
8. Rights to information in relation to automated decision making and profiling.

### **Contact us/Complaints**

If you have a complaint about how we use your personal information please contact us at the address below. You also have the right to lodge a complaint with the Information Commissioner's office at any time. For further information on this Privacy Notice, to access your personal information or to exercise any of your other rights, please contact The Data Protection Manager, Counce O'Hara & Co Ltd at 82 King Street, Manchester, M2 4WQ. At email address [dianebradford@caunceohara.co.uk](mailto:dianebradford@caunceohara.co.uk) and at telephone number 0161 833 2100.