

## Terms of Business Agreement



### Client Agreement – How we are regulated

Caravan & Leisure Insurance Consultants Ltd t/as CBI Insurance Consultants, 35 Conway Road, Colwyn Bay, Conwy, LL29 7AA. Telephone: 01492 534524. Email: [enquiries@cbi-insurance.com](mailto:enquiries@cbi-insurance.com).

#### **The Regulator**

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

Our FCA Register number is 304354 and you can check our status and permissions at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

#### **Law and Language**

This Terms of Business is subject to English Law and the jurisdiction of the English Courts. We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

#### **Our service**

We are an independent insurance intermediary, and can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that may arise. Unless we advise you otherwise, we are acting on your behalf.

We also act on behalf of insurers when collecting premiums under risk transfer (see “Money” section).

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

We will provide you with information only; including generic comparisons between different insurers, you will need to make your own choice, as we will not provide you with any advice or specific recommendations.

We will confirm to you the level of service we are providing as part of our sales process. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes.

If we use the service of another intermediary or distributor to place your insurance, we will advise you the name of the intermediary or distributor we use and the name of the insurer.

### **Demands and Needs**

#### **Consumers**

In assessing your demands and needs we will ask you a number of questions. It is your responsibility to ensure you give us complete and accurate answers to any such questions, not only when you take out your policy, but also when you decide to renew or make any changes during the terms of a contract of insurance (this applies to any changes in information relating to any individual names on the policy).

We will not make a specific recommendation and will not provide you with specific advice, we will only give you the relevant information you require, honestly, fairly and professionally and in a way that is in your best interests to enable you to make an informed decision.

We will alert you to important terms and conditions about the contract of insurance, and we will provide you that information when it is most relevant. This may include information about comparable products between different product providers, all of which will enable you to make your own choice about whether to go ahead with any particular contract of insurance.

#### **Non-Consumer**

If you are dealing with us in a commercial capacity, you will be under a duty to make a fair presentation. You are therefore required to disclose any matter, which you know or ought to know, that would influence the judgement of an insurer in deciding whether to insure the risk and on what terms.

If you are unsure whether a matter is relevant or not, you should provide sufficient information so as to put an insurer on notice that it needs to make further enquiries if necessary.

We will not make a specific recommendation and will not provide you with specific advice, we will only give you the relevant information you require, honestly, fairly and professionally and in a way that is in your best interests to enable you to make an informed decision.

We will alert you to important terms and conditions about the contract of insurance, and we will provide you that information when it is most relevant. This may include information about comparable products between different product providers, all of which will enable you to make your own choice about whether to go ahead with any particular contract of insurance.

You will be provided with a statement of your demands and needs as part of our sales process, and you can request a copy at any time during the lifecycle of your insurance arrangement with us.

#### **Our Product Selection (Fair and Personal Analysis)**

We offer products from a wide range of product providers (i.e., insurance companies) and sometimes use other distributors (i.e., sub-agents) to access products. Our selection usually involves presenting to a reasonable number of insurance companies that will insure for the risk at hand, and this is called a fair and personal analysis of the market.

Sometimes we may only approach a specified number of product providers (i.e., insurance companies) and this is a Panel, or in some cases, we may only approach one product provider, in either case, we will tell you the basis as part of our selling process.

The processes we have in place means that the characteristics of these products take account of our target customer's demands and needs and include sourcing products from one or more of the product providers we deal with.

#### **Our Product Selection (Single Insurer)**

We only offer this product from one insurer and so do not approach other providers – Static Caravan/Chalet/Park Home/Touring Caravan Insurance.

We will advise you if we are contractually obliged to use any insurer.

#### **Product Oversight and Governance**

All of the products we offer are ultimately manufactured in collaboration with product providers (usually the Insurance Companies providing cover); however, because of the nature of our target market, in developing the required products, we elect to involve ourselves as a co-manufacturer of some products we offer, including those provided by Great Lakes Insurance SE.

In all instances where we co-manufacture, we have put in place a product oversight and governance framework. This framework's overarching objective is to:

- (a) Take into account the interests and characteristics of our target customers,
- (b) Not adversely affect our target customers;
- (c) Prevent or mitigate any customer detriment we might identify; including procedures for monitoring, reviewing and distributing such products.

Our framework, means we have in place written processes, proportionate to the level of complexity and risks related to our products, which we follow stringently, allowing us to ensure any distributors (including us, and our employees) have the necessary knowledge, experience and competence to understand the product and ensure it is consistent with a customer (or potential customers) demands and needs; even where our distribution chain is long, we aim to ensure this goal is met.

#### **Method of Communication**

Whilst you do have a choice in the way we communicate with you, we will principally provide you with information using email or postal means (usually this will be email to enable you to access information electronically). During the process of dealing with us, you will be given an option, meaning if you would like information in a paper format, we will be happy to provide it.

#### **Call Recording**

Your call may be recorded for training and monitoring purposes. We ensure all call recordings are protected in the same way as any other digital or written data in strict accordance with the General Data Protection Regulator (GDPR) and The Data Protection Act (DPA) 2018.

#### **Training**

We maintain training to a minimum standard to ensure our workforce is appropriately skilled, but where specialism in particular activities is required, we have in place more detailed requirements, including the need for our staff to attain a professional qualification where relevant.

#### **Limit of Liability**

This clause restricts the amount that may be recoverable as a result of our negligence. Other than injury or death of any person (for which no cap in liability will apply), our liability to you for the services we provide shall not exceed £2,000,000 (GBP) about any one event or connected events.

## **Conflict Management**

Whilst we act in the capacity of agents for our product providers (i.e., the insurance companies we do business with), we are required to have in place appropriate governance controls to help us meet our regulatory objectives. We have in place effective organisational controls, including appropriate supervision, to ensure we manage any and all conflicts of interests which may arrive or may be identified from time to time, this includes gifts and benefits granted and accepted, which may damage the interests of our relationship with either our distributors or our customers.

## **Our Customers Best Interests**

Our primary aim is to ensure, for any customer (or potential customer), that we act honestly, fairly and professionally, and in the customers best interest including giving customers information they might need to understand the relevance of any information we provide, as well as objectively giving that information when it is most useful to a customer to enable informed decision making.

## **Financial Strength**

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and A M Best published with other readily available information within industry guides, newsletters and press releases. Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

## **Money**

We will hold money that you pay to us in accordance with the regulator's rules or under a risk transfer agreement with insurers. This will include holding your money in one of the following ways:

**A non-statutory trust insurer bank account** in accordance with our agreements with Insurance Companies that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to you.

**By holding your money in this way, it means that in the event that this firm becomes insolvent, your money remains protected.**

In arranging your insurance, we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

## **Insurance Premium Tax (IPT)**

Your premium detailed in the policy will include IPT at the prevailing rate.

Should the rate of IPT be amended by the Government, your premium will be amended to reflect the change.

## **Our Remuneration**

We usually receive a commission from the insurance provider with whom we place your business, and this is expressed as a percentage of the premium you pay, and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission.

We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. Using premium finance makes the overall cost of the insurance more expensive. A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision whether to proceed.

We may also receive a commission or fee for passing introductions to other professional firms.

In addition, we may also charge you a fee for arranging your insurance and full details will be provided to you at the outs

1. A fee of up to £30.00 **may** be included in the premium to cover the administrative costs of incepting/renewing the policy;
2. A fee of £20.00 **will** be charged if a mid-term adjustment is required;
3. A fee of £20.00 **will** be charged if a mid-term cancellation is required;
4. A fee of £20.00 **may** be charged for replacement certificates/policy documents;
5. Refunds (refund NET of our fee): £20.00;

## **Payment Options**

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter into a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you, and you should contact us at the address given in this document if you do not want your details passed to that party.

This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment, the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

**It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.**

**We do not charge any fees to you for introducing you to a credit provider.**

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14-day cooling off period.

Please note that we only use Close Brothers Premium Finance for the provision of premium finance facilities.

**Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.**

## **Your Right to Cancel (Applicable to Consumers only)**

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving full terms and conditions. You will always be advised where this Right applies. A charge may apply for the period of cover provided, and in addition, an administration charge will apply.

Cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

## **Cancellation non consumer**

Commercial insurance policies do not routinely have cancellation rights except those available to the insurer. As a Commercial customer, you do not have the same cancellation rights by law as a consumer, but may still have specific contract rights, and reference should be made to the policy document to ascertain your position.

Where returns of commercial premiums are made on cancellation, it is usually following cancellation by the insurer, not the policyholder. On cancellation of a policy, any refund or premium allowed by the insurer will be paid to you after deducting our annual commission and fees.

## **Complaints**

Our aim is always to provide our customers with a first-class service; however we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our main office telephone 01492 534524, or write to the Complaints Manager, Caravan and Leisure Insurance Consultants Limited, 35 Conway Road, Colwyn Bay, Conwy. LL29 7AA, or email [enquiries@cbi-insurance.com](mailto:enquiries@cbi-insurance.com).

If we are unable to resolve the issue to your satisfaction by the end of the third business day following receipt, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response no later than 8 weeks.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**A full copy of our complaints procedure is available upon request.**

## **Financial Services Compensation Scheme (FSCS)**

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however, claims under compulsory and professional indemnity insurance are protected at 100%. Further information is available from the FSCS. Their free phone number is 0800 678 1100 or 020 7741 4100. Their website is [www.fscs.org.uk](http://www.fscs.org.uk).

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent.

### **Your Data**

We aim to process your data responsibly, fairly and in strict accordance with the General Data Protection Regulations (GDPR) and The Data Protection Act (DPA) 2018.

The GDPR modernised data protection law requiring enhanced disclosures about what we do with your information, including (but not limited to):

- Our lawful bases of processing;
- The information we collect, and how we use and share that information;
- How long we keep information, including the purposes (e.g., administer your policy);
- The technical and organisational measures we have in place to safeguard your information;
- Your individual rights; and
- Our approach to marketing

As with many organisations and to ensure Customers can easily access details on the areas listed above, we have developed a separate Privacy Notice which can be found at: [www.cbi-insurance.co.uk](http://www.cbi-insurance.co.uk)

It is vitally important to take time to read our Privacy Notice carefully as it contains full details of the basis on which we will process (i.e., collect, use, share and or transfer) and store your information. It is also your obligation to ensure you show our Privacy Notice to all parties related to this insurance arrangement. If you have given us information about someone else, you are deemed to have their permission to do so.

If you have any questions, including obtaining a copy of our Privacy Notice, or any further information about our approach to the GDPR, you can write to us 35 Conway Road, Colwyn Bay, Conwy, LL29 7AA, or email [enquiries@cbi-insurance.com](mailto:enquiries@cbi-insurance.com).

### **Marketing**

It is extremely important that all parties, insured under your policy, understand how we process information, including that set out in the Marketing Section of our Privacy Notice and this Terms of Business Agreement.

In distributing any marketing, we will act honestly, fairly and professionally and in the best interests of a customer or potential customer, including asking you separately for your permission (consent) to contact you, and the means to contact you (such as by telephone, email or post) to tell you about:

- new products or services we have or are developing;
- trialling products and services which we think may improve our service to you or our business processes;
- offer you rewards;
- enter you into a competition.

If you have consented to receive marketing, you may opt out at a later date.

You have a right at any time to stop us from contacting you for marketing purposes.

If you no longer wish to be contacted for marketing purposes, please telephone 01492 534524, or email [enquiries@cbi-insurance.com](mailto:enquiries@cbi-insurance.com).