

## INSURANCE TERMS OF BUSINESS

### **Commencement of Terms of Business**

This document is an offer by us to provide services in setting up and managing insurance for you. We will refer to it as the 'Terms'. We will assume you have accepted the Terms unless you tell us you do not. We recommend you read these Terms carefully. If you do not understand any point please ask us for further information.

These Terms replace all proposals and prior discussions and representations, whether oral or written, between us relating to our appointment as your agent in connection with the setting up and managing of your insurance.

In most cases these Terms will terminate and be of no further effect if you cancel or fail to renew your insurance. If we carry out any services post-cancellation these Terms might need to continue to apply.

### **Regulation & Status**

Kathleen Grimshaw trading as Creative Healthcare is an appointed representative of Santé Partners Ltd which is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 914023. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### **The services we offer**

Our services may include:

- advising you on your insurance needs.
- setting up insurance cover with insurers to meet your requirements.
- issuing policy documentation to you in a timely manner.
- helping you with any ongoing changes you wish to make to your insurance.
- helping you make a claim.

We will try to ensure that the products or services we offer match your stated requirements. We will try to identify your insurance needs based upon information which you provide to us. If we cannot match your requirements, we will explain the differences in the product or service we can offer you and will aim to provide you with enough information so you can make an informed decision about your insurance.

We will explain the main features of the products and services we offer you including details of the insurer, main details and benefits of cover, any unusual restrictions or exclusions, any significant conditions or obligations which you must meet and the period of cover.

Following the issue of these terms, any subsequent advice or recommendation offered to you will be based on your stated objectives (demands & needs), acceptable level of risk and any restrictions you wish to place on the transaction. Details of your stated objectives will be included in the insurance demands & needs statement. We will issue these to you to explain and confirm the basis of our recommendations.

There may be exceptions to this, for example, business transacted on a non-advised or execution only basis (directly on your instructions whereby you will not have requested nor received advice, or where pre-prepared questions are used to determine the product and provider) or on a restricted advice basis (where the Firm's recommendations were restricted by the fact that not all relevant information was made available). If these situations exist, we will make it clear to you in any subsequent correspondence; however, you will appreciate that our responsibility to you will be limited accordingly.

### **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. Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

### **Annual Renewals**

We will write to you before the end of your insurance policy explaining what you need to do and, if we can renew your insurance policy, will send you details of the cost and terms.

We may automatically renew the insurance policy where you have given us authority to do this to make sure you remain continuously insured.

If you do not tell us or your insurer that you do not want to renew your insurance policy, your insurer may assume, but has no obligation to, that you need them to renew the policy to protect your interests relating to what you have insured. If they do renew your insurance policy you may be liable

(responsible) to make payment to your insurer. In addition, if you pay for your insurance policy by direct debit or instalment payments, your insurer will continue to accept payment from you unless and until you specifically notify your insurer that you wish to cancel your insurance policy.

You will receive a Statement of Demands and Needs each year, outlining our recommendations, irrespective of whether you move insurance companies.

### **Annual Renewals (without advice)**

As outlined above we will always endeavour to contact you prior to the renewal of your policy, however, there may be occasions where we are unable to make contact. In these instances the following will apply: Prior to renewal of your policy, you will receive a renewal documentation pack in respect of your policy. If you take no further action on receipt of the renewal pack and premiums are paid and up to date, then any policies in place will renew on the terms outlined in the renewal documentation (which you will receive in advance of the annual renewal date). However, you should be aware that any annual renewal constitutes a new contract with the insurance provider and you will be entering into this new contract on a non-advised basis having received no advice from Kathleen Grimshaw trading as Creative Healthcare. This will be reflected in the Statement of Demands and Needs issued to you following renewal.

### **Accurate Disclosure of all Material Facts**

It is your responsibility to ensure that all statements you make on proposal forms, claims forms and other documents are full and accurate. It is important that you answer all the questions honestly, to the best of your knowledge and provide full answers and relevant details. If you do not answer the questions honestly or to the best of your knowledge, insurers may have the right to impose different terms, reduce the amount of any claim payable or to avoid (cancel) the insurance contract from the start and, in this event, any claims under the contract would not be paid. (If you are in doubt as to whether a fact is material or not you should disclose it). Your attention is particularly drawn to the importance of the declaration and signature on Insurers proposal forms.

**Definition of a Consumer:** A policyholder acting for purposes outside his trade, business or profession.

**Definition of a Commercial customer:** A customer who is not a consumer.

### **Duty of Fair Presentation (Commercial 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 insurance underwriters to make further enquiries if they wish to do so. You must complete any proposal forms honestly, accurately and in good faith. Before placing your insurance requirements, we may either send you, or via telephone conduct a Fact Find. The insurance underwriter will expect us to use any information you provide to assess your risks in order to calculate a premium. If any misrepresentation is determined on information provided by you, this could result in any policy being cancelled and potential claims being declined. The insurer may be entitled to retain any premium received in this case or may 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 affected 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 void 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

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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 void 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.

### Commission Payments

Unless otherwise agreed with you, the payment we receive in respect of your insurance policy will be commission from insurers and in certain circumstances may be the fees we charge you for our services.

We may charge a fee for our services when you buy or renew an insurance policy and will always inform you of any such charge before you purchase an insurance policy. Our fees are non-refundable even if you cancel your insurance policy.

Where we receive commission from insurers, this will be a percentage of the total annual premium. Commission and fees are earned by us at the time we place your insurance. We will be entitled to retain all payments we earn in relation to your insurance policy including any commission resulting from any additional premium payable during your cover period.

We are committed to ensuring complete transparency of our remuneration. You have a right to request information regarding any payment that we may have received by setting up and renewing each of your insurance policies.

### Client Instruction

We prefer that any instructions be given in writing. If any advice, request for instruction or instructions are given orally, then they must be confirmed in writing, to avoid possible disputes. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

### Conflict of Interest & Material Interest

Occasions can arise where we, or one of our other clients, may have some form of interest in business, which we are transacting for you. If we become aware that our interests or those of one of our other client's conflict with your interests, we will inform you and obtain your consent before we carry out your instructions

### Receiving Payments from Clients

**Kathleen Grimshaw trading as Creative Healthcare does not handle client monies.**

We never handle cash or accept a cheque made out to us unless it is a cheque in settlement of our charges or disbursements which we have previously disclosed to you (normally through a fee agreement).

Crossed cheques should only be made payable directly to the insurance company and to the relevant third party for various ancillary fees. You should decline to give any money to, or write cheques payable personally to an individual adviser. Individuals that represent Kathleen Grimshaw trading as Creative Healthcare are not to handle client money and any receipt by them personally of such a payment from you will not be regarded by us as being a transaction for which we will have any responsibility.

### Credit Checks

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, 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 organisations. Their search will appear on your credit report whether 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.

### Complaints Procedure

Our aim is to always provide a high standard of service to you. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. If you wish to make a complaint, please contact us in any of the following ways. In writing to Santé Partners Ltd, Affpuddle Manor, Affpuddle, Dorchester, Dorset, DT2 7HH. Email: [compliance@santepartners.co.uk](mailto:compliance@santepartners.co.uk) Telephone: 01202 806555 or in person. If you are unhappy with our decision, or if we do not

complete our investigation within eight weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS). You can find further details at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). We promise to deal with your complaint in a fair and objective manner. In order to refer a complaint to the FOS, you must meet the FOS eligibility criteria. The FOS will consider complaints from the following: a private individual, a small business which has an annual turnover of less than £6.5 million; and it employs fewer than 50 persons or it has a balance sheet total of less than £5 million. A charity which has annual income of less than £6.5 million and a trustee of a trust which has net asset value of less than £5 million.

### Introductions

There will be occasions when clients are introduced to us from third parties, for example accountants or solicitors. Under such circumstances, we may rebate part of the commission we receive back to the introducer, as payment for making the introduction. The responsibility for disclosing this payment will be with the introducer.

### Cancellation or making mid-term changes to your insurance policy

**Retail Customers** - You can cancel or make changes to your insurance policy at any time simply by contacting us. Depending on when you cancel or what changes you make different fees might be applied. Detailed in your policy document are your rights to cancel your insurance under what is commonly known as a 'cooling off' period. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later.

If you cancel your insurance policy after the Cooling Off Period has ended or if you make changes to your insurance policy during its term which reduce the cover provided under the policy, we may charge you for our time and costs. This will result in us reducing any amount we refund to you by the full amount of the commission and fees we would have received had you not cancelled or amended your insurance policy. This is because the majority of our costs are incurred either in initially finding and setting up your insurance policy or in the annual renewal process when we might check the ongoing suitability of the cover the insurance policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge we make will not exceed the cost of the commission and fees we would have earned.

A Cooling Off Period does not apply to policies of less than one month's duration or single-trip travel policies.

You will find full details of the cancellation terms applicable to your insurance policy and any related charges that your insurer may apply in your policy documentation.

For Commercial Clients, cancellation rights are determined by the type of insurance contract and the cancellation clauses specific to that contract. Any rights to cancel will be detailed in the policy documentation provided by the insurer.

### Commercial Clients

This section applies where we have agreed to charge fees in lieu ("FIL") as an alternative to receiving commission. This means we will charge you for our services instead of being paid by the insurer who we arrange your insurance policy with. The services we will perform will be set out in a separate service level agreement ("Service Summary"). If we do receive commission which is directly connected with the insurance(s) placed by us on your behalf, it will be retained by us but used to reduce the amounts that become due and payable by you under these Terms.

Unless otherwise agreed by us the FIL will cover the period set out in the Service Summary. The FIL is calculated by reference to the full term of the insurance policy or policies arranged for you. Unless we agree otherwise no refund of any FIL or other remuneration shall be payable in the event that the actual period of insurance is less than the full term or you terminate these Terms before the expiry of any policy arranged by us on your behalf.

If we are obliged to refund any commission which has been paid to us and retained by us in lieu of all or part of the FIL because your insurance is retained for less than the full term, or you terminate your policy or policies, we reserve the right to charge you for the amount of commission refunded.

We may charge fees in addition to the FIL where we provide services at your request that are not included in the Service Summary. We will agree these additional charges with you before they are incurred, failing which the additional fee will be calculated by reference to the hourly charge out rate which applies to the staff involved in providing such additional services.

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The hourly charge out rate for any additional services is subject to any applicable tax which may be levied from time to time and does not include travelling or other expenses where the additional services are performed other than at our offices. Our fees will be based on our estimate of the work involved in delivering the agreed services in combination with the cost and complexity of your insurance arrangements. All fees will be agreed in advance with you.

### Cancellation of Existing Policies

If you are replacing existing policies with cover from a new insurance provider, then it is incumbent on you to ensure any redundant policies are fully cancelled. This includes the need for you to cancel any Bank Direct Debit Mandates that may be in place. Kathleen Grimshaw trading as Creative Healthcare cannot be held responsible for any overpayments made by you due to non-cancellation of these redundant policies.

### Financial Crime

The National Crime Agency (NCA) requires us to report any suspicious transactions to them, and we may have to obtain evidence of client's identity at the start of a business relationship. We may ask for 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.

In providing our services to you, we will not engage in any activity which would breach any applicable financial crime law, statute or regulation. These include, but are not limited to, those relating to financial and economic sanctions, the facility of tax evasion, anti-bribery and corruption, anti-money laundering and/or combatting the financing of terrorism.

We will not arrange any insurance or benefit or pay any claim which may result in us breaching any such laws, statutes or regulations. Where we reasonably believe that it is necessary or desirable, we may take certain actions including, but not limited to, ceasing to provide services to you and/or passing your details to relevant authorities or regulators. Where we reasonably believe that we are prohibited from doing so, we will not disclose the fact that we have taken such actions against you.

### Additional information: Distance Communications

Where you are likely to do business with us at a distance i.e. we communicate exclusively by telephone, post, email or fax then it is very important that you read the following points:

- The Firm will provide you with a service as detailed in our Terms of Business
- Telephone calls may be recorded for training and monitoring purposes.
- Please note there is the possibility that other taxes or costs may exist that are not paid through the Firm or imposed by it.
- There are no specific additional costs imposed by the Firm for dealing exclusively at a distance.
- Please take care to read the warnings issued in any provider literature. If you are unsure then please ask us to explain in more detail.
- The Firm does not place any specific limitations on the period for which the information provided remains valid. If you are unsure if something still remains valid then please ask and we will clarify.
- This contract will exist until terminated by either party.
- The provisions of this Agreement and the relationship created by it shall be governed by English Law and subject to the exclusive jurisdiction of the English courts.
- This contract is supplied in English Language and will be communicated in English Language.

### Confidentiality (how we use your information)

Kathleen Grimshaw trading as Creative Healthcare is the data Controller of the personal data (information) you provide to us. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our website.

All personal information about you will be treated as private and confidential. We are registered with the Information Commissioner Office as a Data Controller. Registration number **ZB509989**. We undertake to

comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. We follow strict security procedures in the storage and disclosure of your personal information in line with industry practice. Further information is included in our privacy notice. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information.

You can also contact us for general data protection queries via email to [kath@creativehealthcare.co.uk](mailto:kath@creativehealthcare.co.uk) or in writing to the Data Protection, Officer, Kathleen Grimshaw trading as Creative Healthcare, 39 St. Albans Road, Rishton, Blackburn, Lancashire, BB1 4HA. Office Telephone number 07976466064.

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.

### Making a claim or reporting a potential claim against your policy

If you wish to make a claim or report a potential claim, please follow the instructions provided with your policy documentation, quoting your insurance policy number or other reference given to you.

### Security

We do not guarantee the solvency of any insurer we place business with. We endeavour to place business with insurers with adequate levels of financial solvency. However, we cannot guarantee the solvency of any insurer and shall not be liable (responsible) for losses suffered by you in the event of the insolvency of an insurer. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

### Client Verification

We will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. All information provided by you will be treated securely and strictly in accordance with General Data Protection Regulation.

### 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 to meet your insurance requirements.

### Limitation / Exclusion of liability

Our liability (responsibility) for losses suffered by you as a consequence of us performing of our services negligently **is limited in all circumstances to £1,500,000 per claim.**

For any other claim arising out of our performance or non-performance of the services, our liability (responsibility) is limited to the amount of commission and fees which we have received for setting up your insurance cover during the 12 months prior to such claim arising.

We will not be liable (responsible) to you for any loss of profit or loss of business, whether or not we or you could foresee those losses arising as a result of our performance or non-performance at the time we provided you with our services. Nothing in this paragraph will exclude or limit our liability (responsibility) for death or personal injury caused by our negligence, or for loss caused by our fraud, wilful misrepresentation or breach of the regulatory obligations we owe to you.

You are welcome to contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above. However, an additional charge and other terms may apply.

### Law

These Terms are governed by the Laws of England and Wales and if there is any dispute about these Terms or the services we provide under them we both agree to the exclusive jurisdiction of the English courts.