

## TERMS OF BUSINESS

Hencilla Canworth Limited has been established since 1981. The company is an Independent Insurance Intermediary and an Independent Financial Adviser. The company offers a comprehensive range of insurance and financial services to both corporate and private customers. Hencilla Canworth Limited incorporates First Act Insurance.

### Contact Details:

Tel: 020 8686 5050  
 Fax: 020 8686 5559  
 E-mail: mail@hencilla.co.uk  
 Internet: www.hencilla.co.uk

### Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- The section heading "The processing of your personal data", specifically the sub-section titled "Credit checks"; and
- The section heading "Handling money", which explains our terms for handling client money in a Non-Statutory Trust Account.

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

### Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Hencilla Canworth Limited is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 226263.

Our permitted business includes introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalments facilities. You can check this on the FCA's Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768 (freephone)

### Products and Services

We source and arrange products and provide information but do not offer advice or make personal recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

### The capacity in which we act

In providing our service, we act as agent of the insurer in sourcing and placing your policy. We will act on your behalf in the event of a claim.

### Our product range and the range of insurers used

For this type of insurance we will only provide terms from a single insurer. We will confirm the identity of the insurer prior to undertaking any transactions on your behalf.

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

### 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 and conditions, please seek our advice promptly.

### Payment

Hencilla Canworth Limited act as agents of the Insurance Company when collecting premiums. Full payment of the premium is required on or before commencement of the insurance or renewal date unless otherwise agreed in writing.

In consideration of arranging this policy for you we will receive:

- commission from Insurers and where applicable finance providers. Any commission we receive will be paid by the insurer or premium finance provider from the insurance premium or finance repayment respectively.
- a fee payable by you
- if specific business targets are met then we will be eligible for additional payments from the insurer.

You will receive a quotation which will tell you the total price to be paid and which identifies any fees, taxes and charges separately from the premium before your insurance arrangements are concluded.

We also draw your attention to the sections "Cancellation of Insurances" and "Ending your relationship with us".

### Handling Money

Our financial arrangements with most insurance companies are on a "Risk Transfer" basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. You will be notified if Risk Transfer does not apply and such monies will then be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us.

### Payment to Third Parties

We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. We do however still remain responsible to you in respect of your money.

This may include brokers and settlement agents outside of the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

### Charges

Unless agreed otherwise prior to the commencement of cover, we will apply the following charges in addition to the premiums payable to cover administration expenses.

Travel Insurance	£ 10.00
Household Insurance	£ 10.00
Equipment Insurance	£ 15.00
Commercial Insurances	£ 25.00
Motor	£ 10.00
Fire performer's PLI	£ 5.00
Mid-term adjustments	£ 15.00
Replacement/duplicate certificates or cover notes	£ 10.00
Bounced cheques	£ 20.00

These charges will always be shown separately.

## TERMS OF BUSINESS (Cont'd)

### Cancellation of Insurances

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned.

Refunds of premium allowed by Underwriters following cancellation of a policy or for any other reason will be paid after deduction of commission earned by us. Refunds will only be paid by BACS or to the credit/debit card used to purchase the policy. Due to processing costs refunds under £5 will not be made.

### Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include but are not limited to non-payment of premium or fees, commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s), failure to provide requested documentation or information, deliberate failure to comply with terms set out within the Terms of Business or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, Use of threatening or abusive behavior or language, or intimidation or bullying of our staff or suppliers

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

### Conflict of interests

Occasions can arise where we, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

### Claims

It is essential that you notify us immediately of all incidents which may result in a claim under your insurance policy whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurers without delay and, in any event, within three working days.

We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of loss.

You should not admit liability or agree to any course of action, other than emergency measures to minimise your loss, until you have agreement from your insurer.

We will forward any payments received from insurers, in respect of any claim, to you without delay.

We will notify you of any request for information we receive from your insurers.

### Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register

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

### Your Responsibilities

If you are a consumer, you are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

If you are a commercial customer you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material fact relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material facts are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

## TERMS OF BUSINESS (Cont'd)

### What to do if you have a complaint

If you wish to register a complaint, please contact us:

...in writing to Chief Executive  
Hencilla Canworth Limited  
Simpson House  
6 Cherry Orchard Road  
Croydon  
CR9 6AZ

...by phone 020 8686 5050

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). For further information you can visit FOS website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

### Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for
  - compulsory classes of insurance (such as Third Party Motor or Employers Liability); and
  - 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where there an insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk).

### The fair processing of your data

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

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances and in arranging insurance premium finance where applicable. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing [mike.mccormack@hencilla.co.uk](mailto:mike.mccormack@hencilla.co.uk).

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest. We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm with authorised partners, third parties and our market service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing, or as required by law.

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

If you require further information on how we process your data or you wish to exercise your rights, please contact our data privacy representative) by emailing [david.pollard@hencilla.co.uk](mailto:david.pollard@hencilla.co.uk) or by writing to the address below. How we process your personal data is detailed further within our Privacy Notice which is available on request or by visiting: [https://www.hencilla.co.uk/Documents/HC\\_Privacy\\_Notice.pdf](https://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf)

Credit Checks. We may pass information about you to Credit Reference Agencies for the purposes of arranging premium payments by instalments and may also pass to them details of your payment record.

### Applicable Law

This Terms of Business document is subject to English Law.