

## 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.

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

Unless we confirm in writing otherwise, you will not receive any personal recommendations from us. You will be provided with information about the products that we offer in order that you may make your own decision about how you wish to proceed. We may ask some questions to narrow down the selection of products that you will be offered. In circumstances where we do make a personal recommendation, this will be done after we have completed an assessment of your demands and needs. We will provide you with written details of our assessment along with our recommendation and the reasons for that recommendation.

### The capacity in which we act

In providing our service, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf.

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

We select personal and commercial insurances from a range of insurers, but for certain products, we only select products from a limited number of insurers or only offer products from a single insurer. We will give you further information about this before we finalise your insurance arrangements; where we select products from a limited number of insurers you may ask us for a list of the insurers we deal with for these products.

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.

### Handling Money

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
Mid-term adjustments	£ 10.00
Replacement & duplicate certificates or cover notes	£ 10.00
Bounced cheques	£ 20.00

These charges will always be shown separately.

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.

### 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.

## TERMS OF BUSINESS (CONT'D)

### 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 circumstance 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 circumstances 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.

### 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 of 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).

### Data Protection and Confidentiality

Hencilla Canworth Limited will keep confidential all information that you supply. We will, however, pass your data to organisations when you agree to purchase or amend policies and products. We may also pass your data to organisations in order to obtain quotations or when claims are made. There may be circumstances where we are required to provide information by law to comply with a subpoena and/or compelled by law (including law enforcement agency) to comply with the Data Protection Act 1988 and/or any ensuing statutory enactments.

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.

Under the Data Protection Act 1988, on payment of a small fee you have the right to see the personal information we hold about you in our records. Please write to us at:

Simpson House, 6 Cherry Orchard Road, Croydon, CR9 6AZ.

### Applicable Law

This Terms of Business document is subject to English Law.