

C&C Employee Benefits Limited

Terms of Business Agreement

Who Are We

C&C Employee Benefits Limited are an Appointed Representative of C & C Insurance Brokers Limited who are authorised and regulated by the Financial Conduct Authority (FCA) under firm reference number 309053.

The permitted business of C&C Employee Benefits Limited is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of insurance contracts.

Who Regulates us

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

Our Financial Services Register number is 823951, you can check our status and permissions at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

Our Activities

As an appointed representative of C & C Insurance brokers Limited, we are authorised to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies. This document takes effect whenever it is received and supersedes and replaces any and all previous terms of business agreements between us. We reserve the right to update or modify this agreement at any time without prior notice.

Law and Language

This Terms of Business is subject to English Law and the exclusive jurisdiction of the courts of England & Wales. 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.

Acceptance

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 headed 'The processing of your personal data', specifically the sub-section titled 'Credit checks.'

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. We assume that you accept the terms of this agreement unless we hear from you.

Our Service

We act as an insurance intermediary, not an insurer. We will usually act on your behalf when arranging your insurances, when helping you make any changes to your policy, when you renew your insurance. If there are any circumstances where we act as an agent of the insurer, we will let you know the capacity in which we act before we finalise your insurance arrangements. We have in place management controls to deal with any conflicts of interest that might arise.

On all other occasions, unless we advise you otherwise, we are acting on your behalf. We will ask you questions to enable us to assess reasonably your insurance requirements, this may include checking the information that we already hold about you, including your existing policies with us and other parties.

We will advise and make a personal recommendation, after assessing your demands and needs and provide you with a suitable policy for you, based on our experience of dealing with similar risks. We typically offer advice from a limited panel of selected insurers, or from a single insurer and we will advise You of the identity of the insurers considered, or if we have given advice based on a fair analysis of the market.

In all cases our service will include arranging and administering your insurance, including helping you with on-going changes. If we use the services of another intermediary to place your insurance, we will advise you of the name of the intermediary we use and the name of the insurer.

Services will only be provided for the duration of our appointment, unless specifically agreed otherwise in writing.

Payment options

All payments are made direct to your insurance providers.

In the event of your failure to meet with the contractual obligations regarding payment the insurer could seek to terminate the insurance contract. 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.

Ending your relationship with us

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, 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 behaviour 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.

Credit checks

We, and other firms involved in arranging your insurance (insurers or other intermediaries) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

Your duty to give information

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.

For retail customers and in line with the Consumer Insurance Disclosure and Representations Act 2012 this duty is defined as to take reasonable care not to make a misrepresentation. For commercial clients, The Insurance Act 2015 defines this duty as a requirement to disclose a fair presentation of risk.

This means that you have an ongoing responsibility to share all material facts or circumstances about the risks covered and in good faith. A material fact is one which is likely to influence an insurer in the assessment, acceptance or pricing of your policy. This would include but is not restricted to, details of previous insurance claims you have made or reported criminal convictions and general information about the risk proposed. If you are unsure whether a fact is material, please ask us. Failure to make a fair presentation of risk may mean your insurer could proportionately reduce the amount of your claim or void your policy. That means treat it as if it had not existed and refuse to pay any claims at all. You could then find it difficult to re-arrange cover as the cancellation of a policy by an insurer is a material fact that has to be declared to a new insurer.

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.

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

Conflict of interests

Occasions can arise where we, or one of our associated companies 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.

Our Selection

We select personal and commercial healthcare insurance products, Group Risk products such as Group Life, Group Income Protection, Group Critical Illness, Sick Pay cover and Key Person & Shareholder protection from a fair and personal analysis of the market.

We offer products from a wide range of insurance providers. Our selection may involve presenting to a range of insurance companies that will insure for the risk at hand, and this is called a fair and personal analysis of the market. Sometimes to enable us to access additional markets we may use the services of another intermediary to place your insurance. In these instances, we will advise you of the name of the intermediary we use and the name of the insurer.

Our Remuneration

In return for placing business with insurers, underwriters and/or other product providers, we generally receive a commission from them which is a percentage of the annual premium that you are charged. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business. Please be assured that the way in which we are remunerated will not at any time conflict with our responsibilities to meet your needs and treat you fairly.

Commission will be paid to ourselves when the insurer has received cleared funds from you in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of these methods is used to make this transfer of commission. In certain circumstances we may charge you an annual fee for our services, in which case this will be discussed and agreed with you prior to the conclusion of the insurance contract.

A full breakdown of the cost of your insurance will be provided as part of your new business or renewal quotation before you decide whether to proceed.

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

Specific charges, which apply to individual policies, will be advised to you prior to the commencement of each contract applicable to that policy. The specific charge and purpose of any additional charges will always be advised to you in advance. You are entitled to request at any time, information about the remuneration that we may have received in connection with your insurance; if you want this information please contact us.

We do not charge any additional fees (payable by you) for handling your insurance unless we have agreed these with you in advance. Fees at new business and renewal will be determined prior to the conclusion of the contract and will be disclosed separately from your insurance premium.

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 (that no cap on liability will apply), our liability to you for the services we provide shall not exceed £1,500,000 in connection with any one event or connected events.

Your Right to Cancel (Applicable to Consumers only)

Policies voided or cancelled from inception by insurers will be treated as a cancellation.

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 the full terms & conditions. This period is extended to 30 days for Pure Protection or Payment Protection contracts. You will always be advised where this Right applies. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires, in addition, an administration charge will apply as shown in the charges section above, cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

Complaints

Our aim is to always provide a high standard of service to you. We recognise things can go wrong occasionally and if this occurs, we are committed to resolving matters promptly and fairly. If you wish to register a complaint please, let us know as soon as possible:

in writing...	Write to Complaints Department, C & C Insurance Brokers Limited, 86-90 Compstall Road, Stockport SK6 4DE
by phone...	Telephone 0161 406 4800.
by e-mail...	ComplianceTeam@cc-insure.com

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 the FOS website 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)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million
- Certain types of Guarantor

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 the 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.

Financial Strength

We endeavour to place business with insurers with adequate levels of financial solvency but cannot guarantee the solvency of any insurer. 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 stability or ability to pay claims.

Sanctions

We will operate in compliance with applicable legislation, including laws regarding sanctions; accordingly, we will act as your broker only on the following terms:

- (a) the business we are asked to conduct is not prohibited by any law or regulation and does not, in our opinion, involve a risk of breach of any UK, EU, UN, US or other applicable sanctions legislation;
- (b) you will immediately notify us should you become aware of any actual or potential breach of any such legislation in the business you ask us to conduct;
- (c) we shall bear no responsibility for any contract terms that insurers may impose with regard to applicable sanctions legislation;
- (d) we shall bear no responsibility for the freezing of premiums or claims monies by a third parties such as banks or exchange institutions for sanctions reasons; where obliged by applicable sanctions legislation we may also be required to freeze funds held on behalf of parties and individuals caught under applicable sanctions;
- i) if, having accepted a risk, underwriters subsequently amend or terminate the contract for any reasons involving applicable sanctions legislation, no liability shall attach to us for that change or termination of coverage;

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(f) should we become aware or have reasonable cause to suspect that you are involved in any actions which in our opinion may breach any UK, EU, UN, US or other applicable sanctions legislation or which may cause us to be in breach, we may withdraw our services immediately without notice and without liability to you; and

(g) you recognise that we are not experts in sanctions legislation, and you should not rely on our understanding of it but rather seek relevant expert legal advice.

Money Laundering and Reporting

We are obliged by the Proceeds of Crime Act (POCA) to report to the National Crime Agency (NCA), and potentially to other governmental or regulatory agencies, any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

Confidentiality and Data Protection

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 and the UK-retained provisions of the EU General Data Protection Regulation (UK GDPR). The personal data we will collect will include information relating to your name, address, date of birth, contact details and health or criminal offence data.

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. 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 ComplianceTeam@CC-Insure.com

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 or other firms associated with us, with other authorised third parties and product and service providers such as insurers where we are entitled to do so by law under lawful data processing.

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 Compliance Team by e-mailing ComplianceTeam@CC-insure.com or by writing to Compliance Team, C & C Insurance Brokers Limited, 86-90 Compstall Road, Stockport SK6 4DE or by telephoning 0161 406 4800. How we process your personal data is detailed further within our Privacy Notice, which is available on request.