# Our Terms of Business Agreement

## Our Terms of Business Agreement for COMMERCIAL Customers

**This document details our services and our arrangements for dealing with Your insurance. Please read it carefully and retain a copy for Your records.**
The English language will be used 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 and this agreement shall be subject to English Law.
**Issue of this Terms of Business Agreement indicates that we have designated you as a Commercial Customer ie. that your insurance requirements are in relation to a business enterprise.**

**The Financial Conduct Authority** is the independent watchdog that regulates financial services. JCI (North West) Ltd T/A Chadwick Insurances is authorised and regulated by the Financial Conduct Authority for insurance distribution activities. Our Financial Services Register number is 311396. Check our status at https://register.fca.org.uk or by contacting the FCA on 0800 111 6768.
We are an independent insurance intermediary, who acts on our customers' behalf in arranging insurance, including: assessing Your insurance needs and Personally Recommending policies suitable for You; arranging Your insurance cover with insurers to meet Your requirements; and helping You with any ongoing changes You have to make.

## Our Data Protection and Privacy Statement

## (How we treat Information You give to Us)

We are a data controller and our data protection officer is Gareth Chadwick.
We act as Your agent and will collect data, including personal information and risk details, solely to enable us to obtain and provide insurance quotations, arrange and administer Your insurance. Data collected by us is contractual, and for Our legitimate business interests as an insurance broker and We will be unable to offer any quotation or insurance if You refuse to provide certain personal data, including health, financial and criminal records data which is collected under the lawful basis of public interest, where these would affect the provision of cover and/or performance of insurance contracts.
Your information will be held securely by us and shared with insurers, and anyone else involved in the normal course of arranging and administering Your insurance which could include reputable providers outside the EU, to enable them to provide accurate terms. We/they will also undertake searches against external databases and reference sources, which could include searching specialist underwriting databases eg. Flood Re, the Motor Insurance Database (MID) and DVLA to obtain data about You and Your insurance history. We/they may also use various insurance anti-fraud databases, such as the Claims and Underwriting Exchange (CUE) as well as publicly available websites and 'soft checks' with credit referencing agencies, which will not affect your credit rating, but all of which may determine pricing, terms and payment options.
We will not give anyone else any personal information except on Your instructions or authority, or where We are required to do so by law, or by virtue of Our regulatory requirements. Information about You and Your insurances will be held while You are a client and for a minimum of three years, and in certain circumstances up to six years, after expiry of Your policies. Under the Data Protection Act data subjects have the right to see, and correct, personal information about them that We hold. Please write to our data protection officer at our usual office address if You wish to exercise Your rights or have a complaint about our use of Your data.

## Payment Options and How We treat payments You make to Us

We normally accept payment by cheque, cash, bank transfer or debit card (excluding business debit cards). You may be able to spread Your payments through insurers' instalment schemes or a credit scheme, which we have arranged with an established insurance premium finance provider. Rates and acceptance may be subject to a full credit check. We will give You full information about Your payment options and the appropriate finance agreement when we discuss Your insurance in detail.
Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums You pay to us as Agent of the Insurer. All insurance premiums You pay to us are protected in a Trust Account until we pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering Your insurance.

## Our Fees and Charges for providing Our Services to You

We usually receive a commission from the insurer which is taken from the amount You pay us, Where you pay on credit we will also receive commission from the premium finance provider and, in addition, we also make the following charges to cover the administration of Your insurance:

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| Arranging new policies | £ 50 |
| Mid term adjustments | £ 50 |
| Renewals | £ 50 |
| Replacement/duplicate documents, certificates or cover notes | £ 50 |

Mid-term cancellations and other refunds are paid NET of commission and in addition we charge an administration fee of £50.
In relation to property owners policies the fees charged are £35 for Arranging new policies, Mid term adjustments, Renewals and Replacement/duplicate documents.
If we arrange a policy on which we earn no commission we will advise You of the arrangement fee before You take the policy out.
**We may also make additional charges specific to the arrangement & servicing of certain policies, but these will always be advised to You in advance.** Prior to the conclusion of each insurance contract, or upon renewal, We will remind You of Your right to be

advised of the level of commission which We receive from underwriters. 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. We may also receive additional remuneration based on the volume or profitability of our account with an insurer however this will not affect our placement strategy which will always be based upon product suitability.

## How You can Complain to Us

Our aim is to provide a first-class service, however, if You wish to register a complaint, please contact Us **by writing** to Gareth Chadwick, Chadwick Insurances, Chadwick House, 3 Market Place, Poulton, FY6 7AS or, **by phone** on 01253 692200, **by email** at **info@chadwickinsurances.co.uk**.
If You cannot settle Your complaint with us, You may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment. The FOS Consumer Helpline is on **0800 023 4567** and their address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR Their website is at: http://www.financial-ombudsman.org.uk/

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

We are covered by the Financial Services Compensation Scheme (FSCS). For commercial customers with less than £1m turnover, insurance advising and arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (eg., motor insurance and employers' liability insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## Premium Finance Facilities and Service

We are a credit broker, not a lender. We may use insurance and finance providers who will conduct a full credit check and share Your payment record with other lenders, all of which will be recorded on Your credit record. **Please advise us if You do NOT consent to a full credit check being undertaken and you require premium finance,** however this may affect our ability to offer instalment facilities to You.
In relation to the provision of credit, we offer only the facilities provided by Insurers, or those of Close Premium Finance from whom we may receive a commission. Where a choice of providers is available, which could include instalment facilities provided by your insurer, we will explain the reason for our selection on any credit product offered.

**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 and Your credit rating may be affected. In entering into a credit agreement to pay Your insurance premium, You give the finance provider the legal Right to cancel Your insurance policy on Your behalf in the event that You default on the loan, and offset any refunded premium against the outstanding amount owed to them. This means that if You default on Your payment terms and the finance provider requests that we cancel Your policy, we will do so as Your agent.

## Sums Insured and Claims Notification

**Sums Insured and Indemnity Limits**

You will be responsible for ensuring that all sums insured and indemnity limits are adequate for the cover requested. We will advise You of the basis of calculation for sums insured and will, on request, give You details of external experts, such as surveyors and valuers, which You may wish to consult. The following information on calculating business interruption sums insured is given for guidance, but You should always seek specific advice from us if You are in any doubt as to what should be included.

**Average**

In the event of under-insurance, Insurers may reduce the amount of any claim settlement in the same proportion as the sum insured bears to the total value of the insured items.

**Reporting Claims** All incidents which could lead to a claim must be reported as soon as practicable and in accordance with any conditions contacined in your policy. Your Insurer's claims contact number is shown in Your policy.

## Information on Business Interruption/ Loss of Profits Insurance

Several types of cover exist for Business Interruption cover, which is sometimes referred to as Loss of Profits insurance;
Gross Profit basis (usual for manufacturers, retailers etc); Gross Revenue basis (normally for consultants, professions); and Increased cost of working (ICW) basis, for businesses that believe there would be no loss of profit or revenue in the event of a claim, but would need to cover increased trading costs until the claim is settled.

**NB 'Accounting Gross Profit' and 'Insurance Gross Profit' are not the same thing.**
**Where Your policy includes this cover, the Sum Insured for 'Gross Profit' should normally be calculated using the following method:**

Annual turnover *plus* year-end stock and work in progress; *less* opening stock (and work in progress) and purchases, bad debts and uninsured variable expenses (such as the purchase of raw materials or shipping costs)

Gross Revenue insures the total turnover without deductions and Increased Cost of Working is based on projected additional costs of temporary relocation and other forecast additional costs.

Business interruption sums insured should then be adjusted to take into account the indemnity period (eg. doubled for 2 years indemnity period) and an allowance for increases in business unless a declaration-linked policy is selected.

## Our Service and Obligations to You

**We will conduct a fact-find to evaluate Your insurance needs with the member of Your business that You choose to nominate as Your Insurance Contact (as stated in the Declaration below), who will be responsible for ensuring that Your disclosure obligations to insurers are met.**

Please contact Us immediately if You wish to change the person in Your business nominated as Your Insurance Contact.

**We will act as Your agent** in sourcing a policy to meet Your demands and needs and presenting the information provided by Your nominated Insurance Contact in a manner which is clear and accessible to insurers.

**We will advise and make a personal recommendation** for You after we have assessed Your demands and needs. Our advice will relate to the range of products and insurers to which We have access and will be confirmed in a demands & needs statement, giving reasons for Our recommendation and based upon Our knowledge and expertise in the insurance market. If We use AI in any policy analysis or comparison that influences our recommendation, We will inform You that this is the case.

We may use AI systems to research and compare policy wordings or check grammar in Our communications with You but will never share Your data in public AI systems.

**Cancellation of this Agreement**

This agreement will remain in force unless cancelled by either party in accordance with the terms below or You have no insurance business placed through Us. You may cancel the agreement at any time, subject to notification in writing to our usual office address. In the event of cancellation, We shall be entitled to retain any commissions and fees earned prior to the date of cessation of the agreement in full. We have the right to cancel this agreement subject to one month notice in writing to Your last notified address.