



## **TERMS OF BUSINESS AND IMPORTANT INFORMATION**

Please read this document carefully as it sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also includes some important information and definitions relating to insurance contracts. Please contact us immediately if there is anything in this document you do not understand or which is not acceptable to you. We are happy to answer any questions and willing to explain these terms and the reasons for them.

## **The Financial Conduct Authority**

Champion Insurance Group is authorised and regulated by the Financial Conduct Authority with FCA Register number FRN 520977.

We are an Insurance Intermediary and our permitted business is arranging, advising, dealing as agent, making arrangements and assisting in the administration and performance of general insurance contracts and pure protection contracts. You can check this on the FCA's register by visiting the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

## **Our Service**

We generally provide advice based on a fair and personal analysis of the market and can place business with a range of insurers. We act on your behalf in sourcing a suitable policy for you.

For some specific cover types, we may only deal with a single insurer or a limited number of insurers and do not advise on the basis of a fair and personal analysis of the market. In these cases we will advise you of this and specify the insurers that we deal with for that type of cover. When providing advice in this way, we are not under a contractual obligation to conduct insurance distribution exclusively with these insurers.

If we use the services of another intermediary to place your insurance, we will advise you of the name of the intermediary we used and the name of the insurer.

Your specific circumstances will dictate which of these bases is the most appropriate for you. The approach which we adopt, will be based on our knowledge of the market, the quality of an insurer's policy terms and claims service and the insurer's ability to provide

definitive contract terms at inception of insurance. We will provide you with a personal recommendation.

In some circumstances, a product may be offered to you on a non-advised basis with no personal recommendation. We will, however, provide sufficient information to enable you to make an informed decision as to whether the product is suitable for your needs. We will tell you if a sale is on a non-advised basis.

### **Handling Money**

Whilst our principle firm Champion Insurance Group is authorised to handle client money. For products and services relating that Champion Health & Benefits offer, we would not handle client money

### **Payment of Premiums**

You must pay your premiums on or prior to inception of the policy or within the timescale specified. Failure to pay premiums by the date specified may lead to cancellation of your insurances by insurers. In addition, where a premium payment warranty applies failure to pay the premiums in accordance with the warranty will result in the automatic suspension of your policies until payment is made even if the insurer chooses not to issue notice of cancellation of your insurances. The insurer will not be liable for any loss suffered during any period of suspension.

You may be able to spread your payment through the relevant insurer

We will always contact you in good time before renewal to provide renewal terms. It is important that if you do not wish to renew that you inform us as soon as possible. When the payment for the contract you have undertaken is by instalments (e.g. by direct debit),

some policies may be renewed automatically if you have not contacted us to confirm that you no longer require such insurance.

If your policy is automatically renewed this will be processed on a non-advised basis, as we will not have provided you with specific advice or a formal personalised recommendation on whether the policy is suitable for your needs, but will provide you with sufficient information to make an informed decision on the basis that your needs in terms of policy benefits and options are similar to those discussed previously.

## **Our Remuneration**

Payment for our services is generally by way of any one or a combination of the following:

- We usually receive a commission from the insurer which is expressed as a percentage of the annual premium you pay.
- We may also charge you other fees in place of, or in addition to, the commission we earn from insurers. We will advise you of any such fees before you take the policy out or before any mid-term adjustments.

Additionally, we also receive remuneration in certain circumstances as set out below:

- Where you purchase non-insurance products from us we may earn a fee from the supplier which is usually a percentage of the purchase price.
- Some of our staff may be paid a bonus if they hit pre-agreed sales targets
- Some Champion Insurance staff may be paid a bonus if they introduce leads which result in the sale of a policy

You can ask us at any time for full details of the income earned by us in handling your insurance.

### **Credit Searches**

Credit searches may be undertaken in connection with the provision of your insurance for example by Insurers when providing a quote. Any such credit search will appear on your credit report whether or not you take out or renew a contract with them.

### **Market security**

We do not assess or guarantee the solvency of any insurer at any time during the contract period. In the event of any insurer's insolvency you may still have a liability to pay the premium. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from a participating insurer who becomes insolvent or delays settlement. You will also additionally have the responsibility for payment of premiums if you require replacement security.

### **Financial Crime**

We may ask you for evidence of your identity at the start of our business relationship. In the absence of such evidence, we may be unable to act for you. This is to help us to meet our obligations under anti-money laundering regulations. We observe sanctions legislation in the territories in which we operate. We will use information about you and others named on your policy to check information against UK and other sanction lists. We comply will all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and

shall not engage in any activity, practice or conduct which would constitute an offence.

## **Your Responsibilities**

It is your responsibility to ensure that any proposal forms or any other applications that we complete on your behalf are accurate and complete. You must also review confirmation of cover/policy documents supplied by us to you to ensure that they accurately reflect your requirements. If we have provided your documents electronically you can ask us for a paper copy. Particular attention should be paid to policy conditions, claims conditions and/or warranties (if applicable) as failure to comply may reduce or invalidate your cover. Should there be any discrepancies, you must notify us immediately.

It is your responsibility to ensure that all sums insured and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits we cannot accept responsibility for their accuracy.

## **Duty of Disclosure - Consumers**

If you are a consumer insured (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you have a duty to take reasonable care to answer the insurer's questions fully and accurately and to ensure that any information that you volunteer is not misleading.

This duty exists before your cover is placed, when it is renewed and any time that it is varied, and your policy wording may provide that it continues for the duration of the policy. If you do not do this, your insurer may be able to impose different terms on your cover, may charge you a higher premium or, in some circumstances, may be able

to avoid your policy from inception and any claims under it would not be paid.

### **Fair Presentation – Commercial Customers**

If you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business or profession) the business has a duty to make a fair presentation of the risk to the insurer. This entails disclosing to the insurer every material circumstance which you know or ought to know. You should conduct a reasonable search to ascertain all material facts within your organisation, making enquiries of senior management and other relevant individuals where necessary.

You must make accessible to us members of your senior management (or the most appropriate persons) to provide accurate, complete and timely information to enable us to fulfil our obligations to make a fair presentation of your risk to insurers.

The disclosure should be made in a clear and accessible way.

This duty to make a fair presentation applies before your cover is placed, when it is renewed and any time that it is varied. Your policy wording may also provide that this duty continues for the duration of the policy.

A circumstance is material if it would influence an insurer's judgment in determining whether to accept the risk, or the terms of the insurance (including premium). If you are in any doubt whether a circumstance is material we recommend that it should be disclosed.

Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In some circumstances an insurer will

be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

### **Failure to Disclose a Material Fact**

Insurers have differing remedies depending upon the nature of the non-disclosure and what would have happened had you fairly presented the risk:

Deliberate or reckless presentation of the risk: Insurers are entitled to avoid the policy and retain all premiums

Failure to present the risk fairly but this was not deliberate or reckless: This depends on how the insurers would have dealt with the policy had the risk been fairly presented. If they can demonstrate that they would have not provided the policy they are entitled to avoid the policy and no claims would be payable. You would be entitled to a refund of the premium. If insurers would have provided the policy but on different terms, those terms will be applied to the policy from inception. If insurers would have provided the policy and charged an increased premium, claim settlements could be reduced by the proportion of the increased premium.

### **Warranties and Conditions Precedent**

A warranty is a term in an insurance contract which must be strictly complied with. In the event that a warranty is breached, the insurer's liability may be suspended until the breach is rectified. Cover is reinstated once the breach is rectified, however, insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension.

Where a warranty or other term has been breached insurers may still be liable to pay claims occurring during the breach period, provided



the insured can prove that the breach did not increase the risk of the loss which actually occurred and the provision breached does not define the risk as a whole.

Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of the policy or to the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the Insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'conditions precedent'.

It is very important that you read the full policy carefully and, if you are unsure of, or are unable to comply with, any provisions, please contact us immediately.

## **Fraud**

Insurers will be entitled to terminate the policy from the date of the fraudulent claim or act, but must still cover claims arising from incidents occurring before the fraudulent act

## **Contracting Out**

Insurers may contract out of certain clauses of the Insurance Act 2015 (other than basis of contract clauses). We will advise you where they have contracted out of any clauses.

## **Complaints**

Should you have any cause for complaint about our services please raise the matter in the first instance with the person who handles

your account. Alternatively, you may contact our “Director responsible for Complaints” at 1 Worsley Court, High Street, Worsley, Manchester, M28 3NJ. We will acknowledge your complaint within five days of receipt and will advise you of the person dealing with it. Should you not be happy with the response to your complaint you have the right to take your complaint to the Financial Services Ombudsman Service.

## **Compensation**

We are covered by the Financial Services Compensation Scheme (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.

Insurance advising and arranging is covered for 90% of the whole claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without upper limit. For further information about compensation scheme arrangements is available from the FSCS on 020 7741 4100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

## **Use of Personal Data**

We are committed to protecting your personal information. We will use personal information about you fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in our Privacy Notice at [www.championhealthandbenefits.co.uk](http://www.championhealthandbenefits.co.uk) which specifies the information we may collect on you and from whom, how and why we use this information, how we may share (including with other companies in the GRP group) and disclose the information and the retention of your data. In some instances we may need to seek your consent before processing such data. We will always make it clear to

you when and why we are seeking your consent. A hard copy of the Privacy Notice is available on request.

If you already hold a policy with us and have not chosen to opt out of e-marketing then you will be on our e-marketing list. You can choose to opt out at any time by contacting us to update your marketing preferences. Additionally, any e-marketing that you receive from us will include a clear opt out option.

You have a number of rights (including the right of access to see personal information about you that is held in our records) and these are detailed in the Privacy Policy, but for any questions or concerns relating to the Privacy Policy or our data protection practices, or to make a subject access request, please contact us at:

Champion Insurance Group – 1 Worsley court, High Street,  
Manchester, M28 3NJ

We are registered with the Insurance Commissioner's Office (ICO) – you can check this at [www.ico.org.uk](http://www.ico.org.uk).

Instructions to incept or renew a policy or complete a mid-term adjustment may only be taken from the policyholder. If you wish to nominate someone to give instructions on your behalf, we require a signed nomination form.

For security, training and audit purposes calls to and from our offices may be recorded.

### **Cancellation/Transfer of Policies**

We will advise you whether you have the right to cancel the policy and the conditions for exercising these rights prior to conclusion of any insurance policy. Full details of cancellation right, notice periods and premium implications can be found in your policy document.

Notice of cancellation of any statutory cover for which a certificate has been delivered must be in accordance with the conditions stated in your policy document.

Where a policy is declared void by the insurer or cancelled, other than during any cooling off period, we will retain any fees and commission for the full policy period.

Should you transfer your policy to the control of another brokers during the currency of the policy, we will retain and/or be entitled to demand any commission and/or fees charged/chargeable for the full policy period.

## **Claims**

Claims are generally handled directly by insurers. We will give you reasonable guidance to help you make a claim under your policy, however, we will not become involved in the claims process in any other way, and will not be involved in the payment of claims.

## **Our Liability to you**

Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurances as acceptance of the limitation of our liability to you, and/or to any other person with an interest in your insurances. Our entire liability in contract, tort (including without limitation negligence) or otherwise will be strictly limited to £2.5million in respect of claims brought by you in respect of the services provided by us, save that the following is wholly excluded:

- loss of profits;
- loss of sale or business;
- loss of agreements or contracts;

- loss of anticipated savings;
- loss of use or corruption of software, data or information;
- loss of or damage to goodwill; and/or
- indirect or consequential loss.

Our limit of liability detailed above relates to all and any claims brought against us, save for those claims made related to the following:

- resulting from our breach of the FCA's rules; or
- resulting from our fraudulent acts or any of our acts which are deliberately contrary to our agreement with you; or
- in relation to any liability for death or personal injury resulting from our negligence; or
- in relation to any liability which cannot lawfully be excluded or limited

### **Governing law and language**

The relationship between us as broker and you as customer is governed by English law. If there is a dispute which cannot be resolved under our complaints procedure, it will only be dealt with in the courts of England and Wales.

These terms of business are supplied only in the English language and all communications for the duration of our appointment will be in the English language unless, if you are a customer in a European Economic Area state other than the United Kingdom, you require otherwise.

### **Severability**

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions

of these Terms of Business and the remainder of the provision in question will not be affected

### **Rights of third parties**

No provision of these Terms of Business will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than you or us.

### **Termination of the Agreement**

This agreement may be terminated at any time by mutual consent or by the other party giving 14 days' notice in writing.