

## **IMPORTANT NOTICE TO CLIENTS OF Counce O'Hara & Co Ltd as Agents**

### **EXPLAINING OUR TERMS OF BUSINESS AND INDEPENDENT INTERMEDIARY STATUS**

#### **1. Definitions.**

a) "We/us" means Counce O'Hara & Co Ltd of City Wharf, New Bailey Street, Manchester M3 5ER Telephone 0161 833 2100 / Fax 0161 839 2100 / E-mail [info@caunceohara.co.uk](mailto:info@caunceohara.co.uk)

b) "Financial Services Authority (FSA) 25 The North Colonnade, Canary Wharf, London E14 5HS Telephone 020 7066 1000

#### **2. Regulation.**

We are regulated by the FSA under the terms of their Code of Practice and Rules which regulates sales, advisory and service standards to ensure general insurance customers are treated fairly. We are authorized under Firms Reference 306183. You can check this on the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

#### **3. Status.**

We act as an Independent Insurance Broker on your behalf. We offer a full range of insurance products and our service includes: advising you on your insurance needs; arranging your insurance cover with insurers to meet your requirements and helping you with any subsequent event or alteration to your insurance that we have placed on your behalf. For tradesmen we have arranged an insurance scheme ['Scheme'] with an Insurer and, on your behalf, we will deal directly with them for ongoing policy administration. (please note Sun Alliance Insurance Overseas Ltd holds a minority equity stake in us) We issue policies and handle claims on behalf of Scheme insurers. Within this Scheme, all classes of Insurance is provided solely by Brit Insurance Limited. We will also advise you should we place your insurance through any other intermediary regulated by the FSA.

#### **4. Professional Indemnity.**

We conform to the FSA Code in respect of Professional Indemnity Insurance. This type of insurance is mandatory for FSA authorized intermediaries.

#### **5. Security**

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

#### **6. Confidentiality.**

Unless required by law, public interest, virtue of our being authorized by the FSA or you give your consent all information you supply will be kept confidential to us and parties involved in the normal course of arranging and administering your insurance. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. Should you have any queries please write to us at the above address.

#### **7. Disclosure of Information.**

It is important that you understand that any information, statements or answers made by you to us or your insurer are your responsibility and must be correct. Your attention is particularly drawn to the importance of the declaration and signature on any Insurers' Proposal Forms as any failure to disclose facts material to the insurance or any inaccuracies in your answers may invalidate your insurance cover in part or in whole. Facts material to the insurance are matters or information which may influence your Insurer as to the acceptability or otherwise of your Proposal or Renewal and must be disclosed at the earliest opportunity and certainly at each Renewal. You are advised to keep copies of documentation sent to or received from us for your own protection. For certain types of insurance (e.g. Employers' and Public Liability) it is possible that a claim may be made under a policy a long time after the expiry date of cover. Therefore it is important that all Policy documents are kept safely and those which provide protection beyond the expiry date of the policy are retained even after cancellation or transfer to a new insurer. We recommend you keep these policy documents indefinitely. Please do consult us if you are in doubt on any aspect.

#### **8. 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 or conditions, please seek our advice promptly.

#### **9. Remuneration.**

We receive commission, included within any insurance premiums, from insurers with whom we place business for the arranging, amending renewing and cancellation of any policy of insurance. We may, at our discretion, make charges in addition to the insurance premiums. In such an event, these charges will always be advised to you before you purchase the insurance or they are incurred. . 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.

In addition we may receive payment from insurers to reflect the level and profitability of business placed. Quality of cover and competitive premiums remain paramount in determining the placement of business in the interests of treating our customers fairly.

We normally accept payment by cheque or by the usual Debit or Credit cards (a handling fee for which is charged).

#### **10. Prior Insurance Contracts**

In circumstances where you appoint us to act as your insurance intermediary and administer policies arranged by another intermediary or intermediaries we will not be liable for any loss resulting from the advice or possible negligence of your previous intermediary or intermediaries howsoever caused. Unless instructed otherwise we will not undertake to review any of your previous insurance contracts other than contracts currently in force at the time of appointment. We will discuss with you how current and future claims arising from policies not arranged by us will be administered.

#### **11. Claims.**

If you have occasion to claim on your policy you must notify us immediately and we will promptly advise you and, if appropriate, issue you with a claim form and pass all details to your insurer. You should not admit liability nor agree to any course of action, other than emergency measures carried out to minimize the loss, until you have agreement from your insurer.

#### **12. Client Money**

In most cases premiums are collected in line with strict agency agreement known as Risk Transfer. Where Risk Transfer does not apply, client money is held in a statutory trust in accordance with the FSA client assets sourcebook (CASS). Copies of these rules are available on request. Any interest we earn on client money & any investment returns will be retained by us for our own use.

#### **13. Complaints.**

It is always our intention to provide a first class service. However, should you have any cause for complaint you should in the first instance contact our Complaints Officer or, failing that, a Director of the Company orally or in writing. Your complaint will be acknowledged within 5 business days advising you who is dealing with the complaint and indicating when you may expect an answer. We will provide a formal written response within 20 business days from receipt of the original complaint. If the complaint cannot be resolved within this timescale we will write with an explanation as to the progress and the likely timescale involved. You will be advised of any further redress available to you, should you believe the matter has not been resolved to your satisfaction.

If we cannot settle the complaint satisfactorily, you may be entitled to refer your complaint to the Financial Ombudsman Service. Details of how will be provided to you in these circumstances.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full details and further information on the scheme are available from the FSCS

#### **14. Documents.**

With your consent we reserve the right to retain certificates or other policy documents at this office until all payments due under the policy have been made.

#### **15. Notice.**

Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Ltd. The aim is to check information provided and also prevent fraudulent claims.

#### **16. Quotations.**

Unless otherwise agreed any quotation given will remain valid for a period of fourteen (14) days from the date of issue of the quotation.

#### **17. Cancellation Clause**

Your insurance contract may include a cancellation clause. If you are a consumer as defined by the FSA, this is mandatory. Full cancellation details will be explained to you during the negotiation process. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith, giving notice of the cancellation. In the event of cancellation, insurers may return a pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. An administration fee £10 will be deducted from any available returned premium. Once our remuneration has been earned, in the event that the insurance is cancelled after inception, our fees or brokerage will not usually be returnable.

## **18. Liability**

We acknowledge that we will be liable to you for loss, damage, costs and expenses ("Losses") caused by our negligence or the negligence of any of our directors, employees, consultants, sub-contractors or agents for whose acts errors or omissions we are legally liable ("the Specified Persons"), subject to the following provisions of this clause which are each subject to the final paragraph of this clause 18:

We shall have no other liability of any nature, whether in contract, tort, or otherwise, for any Losses whatsoever and howsoever caused, arising from or in any way connected with the services and/or advice provided by us or our engagement by you.

We shall not be liable in contract, tort (including negligence) or otherwise (i) for any increased costs or expenses, or (ii) for any loss of profit, business, business contracts, business revenues or anticipated savings, or (iii) for any special, indirect or consequential damage of any nature whatsoever.

We shall not be liable to the extent that Losses are due to the provision of false, misleading, inaccurate, or incomplete information or documentation or your failure to inform us of any material information or if and to the extent Losses are due to any act or omission of any person other than us or any of the Specified Persons.

We shall not be liable to you or be deemed to be in breach of our contract with you by reason of any delay in performing, or any failure to perform, any of our obligations to you, if the delay or failure was due to any cause beyond our reasonable control.

Unless otherwise agreed by us with you in writing, our total liability to you (whether in contract, tort [including negligence] or otherwise) shall not exceed £6,000,000 in respect of any one Claim. "Claim" for the purposes of this clause 18 shall mean all claims and Losses resulting from:

- (i) one and the same act error or omission; or
- (ii) a series of acts errors or omissions arising out of or attributable to the same originating cause, source or event.

Nothing in these terms and conditions is intended nor shall operate to exclude or restrict any duty or liability to the client which we have under the regulatory system in or under the Financial Services and Markets Act 2000, or any liability arising from fraud or dishonesty of any Specified Person, any liability for death or personal injury caused by negligence or any other liability which by law cannot be excluded or restricted.

## **19. Note**

Your acceptance of these Terms of Business does not affect your normal legal rights.

## **20. Law And Jurisdiction**

These terms of Business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.