

## Business Terms

Hencilla Canworth Limited has been established since 1981. The company is an Independent Insurance Intermediary and an Independent Financial Adviser. The company is an Investor in People. The company offers a comprehensive range of insurance and financial services to both corporate and private customers. Hencilla Canworth Limited incorporates First Act Insurance, Sound Insurance and Meybane Insurance Services.

### **Contact Numbers:**

Tel: 020 86 86 50 50

Fax: 020 86 86 55 59

E-mail: mail@hencilla.co.uk

Internet: www.hencilla.co.uk

### **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 is arranging general insurance contracts. 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 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.

### **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 within 14 days of the start of the insurance or renewal date unless otherwise agreed in writing. We are obliged by the Insurer to cancel the policy if payment is not received in the prescribed time by giving you written notice of not less than 7 days by recorded delivery letter to your last known address. Hencilla Canworth Limited is licensed under the Consumer Credit Act.

### **Client Money (as an agent of an insurer)**

We act as agents for the insurer for the collection of premiums and payment of claims and refunds of premiums. This means that premiums are treated as being received by the insurer when received in our bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. There are occasions where

such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

### **Client Money (non-statutory trust)**

We will hold client money separate from our own money with an approved bank segregated in a client bank account designated as subject to a Non-Statutory Trust. Under a Non-Statutory Trust we are entitled to use client money to make advances of credit, for example to pay another client's premium before the premium has been received from the other client and to pay claims and premium refunds to a client before such monies have been received from the insurer. We act as Trustees of our clients' monies and must meet certain legal and regulatory conditions. We retain interest on client money held in our client account and by accepting these Terms of Business you give your consent for us to retain such interest.

### **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.

Mid-term adjustments	£10.00
Replacement & duplicate certificates or cover notes	£10.00
Bounced cheques	£20.00
Payment of premium by credit or debit card	£ 5.00
Payment of premium by up to 3 post-dated cheques	£20.00

### ***Where premiums are below £1000:***

#### ***New policies:***

Travel Insurance	£ 5.00
Household Insurance	£10.00
Equipment Insurance	£15.00
Public/Employers Liability	£25.00
Commercial Insurances	£25.00
Motor	£10.00

#### ***Renewals:***

Travel Insurance	£ 5.00
Household	£15.00
Equipment Insurance	£15.00
Public/Employers Liability	£25.00
Commercial Insurances	£25.00
Motor	£15.00

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.

### 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.

### Protection and Confidentiality

Hencilla Canworth Limited and the Insurers with whom we deal will keep confidential all information that you supply. 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 you have the right to see personal information we hold about you in our records. Please write to us at:

Simpson House, 6 Cherry Orchard Road, Croydon, CR9 5BB.

### Your Duty of Disclosure

You must provide complete and accurate information to Insurers when you take out your insurance policy, whilst the policy is in force and when you renew your policy. Any statements you make on a proposal or claim form or other document must be complete and accurate. If there are any other facts or information which might influence your Underwriter to either vary the premium or the acceptability of your proposal for insurance you must disclose such information at the earliest opportunity and certainly at each renewal.

Please note that if you fail to disclose any material information this may invalidate your insurance and could mean that part or all of any claim will not be paid.

If you have any doubts about what should or should not be disclosed please contact us for advice.

The answers on your proposal form and any other information supplied to us by you are your responsibility; we cannot amend or enter any additional information on any form. In the case of a pre-populated proposal form you will be given the opportunity of checking the document, making any alterations and agreeing by signature that it is correct.

### What to do if you have a complaint

If you wish to register a complaint, please contact us:

...in writing to            Managing Director  
   Hencilla Canworth Limited,  
   Simpson House, 6 Cherry  
   Orchard Road, Croydon CR9 5BB

...by phone                020 8686 5050

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

### Financial Services Compensation Scheme (FSCS)

We are covered by the 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 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS. Contact details as follows:

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London EC3A 7QU

Customer Services Team: Freephone 0800 678 1100  
or 020 7741 4100

E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

### Applicable Law

This Terms of Business document is subject to English Law.