

# OUR TERMS OF BUSINESS

## 1. SUTTON WINSON LIMITED (REGISTERED NUMBER 546706)

We are located at:

- St. James House, Grosvenor Road, Twickenham TW1 4AJ (Registered Office)
- Jubilee House, 56-58 Church Walk, Burgess Hill RH15 9SN
- Town Hall Chambers, Heath Road, Petersfield, Hampshire, GU31 4TF

Our telephone number for all offices is 0845 688 9088.

You are serviced by our team based at the Twickenham office

## 2. OWNERSHIP

Sutton Winson Ltd is independently owned and has no direct or indirect holding in any insurer. No insurer has any direct or indirect holding in Sutton Winson Ltd.

## 3. AUTHORISATION

Sutton Winson Ltd is authorised and regulated by the Financial Services Authority (FSA) to advise on, arrange and assist in the administration and performance of general insurance products. Our FSA registration number is 310883 and you can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## 4. OUR LEVEL OF SERVICE & PRODUCTS WE OFFER

**Our service to you:** Our service includes arranging your insurance cover with insurers to meet your requirements, helping you with any ongoing changes you have to make and assisting you with any claims that may occur.

**How we make our selection:** After assessing your needs, we will provide you with advice and recommendations on the basis of either:

- One of our delegated authority facilities with (Royal & Sun Alliance - RSA) for home and motor insurance or Hardy Underwriting Group at Lloyd's for home insurance or
- a fair market analysis (this means we have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service & other relevant features in order to select the appropriate policies for you) or
- a limited number of insurers or
- a single insurer

Where we offer you a quote from a single insurer or from a limited range of insurers, we will tell you and explain our reasons and, on request, provide a list of those insurers with whom we deal in relation to the insurance contract provided.

**Capacity in which we are acting:** When we are dealing with your insurance (including home claims) under our delegated authority agreements, we will be acting on behalf of the insurer. This enables us to make decisions in-house to ensure we deliver a speedy and efficient service to our clients. If we use alternative insurers, we act on your behalf when sourcing and placing the insurance and in the event of a claim.

## 5. OUR REMUNERATION

Our remuneration is received by way of commission or when we negotiate a fee with you in place of, or in addition to, the commission to reflect the work that we undertake for you. If we are remunerated by a fee, this will be negotiated annually or be the subject of a separate longer term agreement as agreed with you.

In addition to such commission and/or fee, we may also benefit from:

- Earnings which we are able to generate due to the volume or underwriting performance of our account placed with certain insurers, which are not identifiable to any specific client's account.
- Earnings which we are able to generate through management of cash balances held on behalf of insurers and clients, which are not identifiable to any specific client's account.
- Administrative fees or commissions for certain services provided to insurers or other suppliers.
- Earnings which are receivable from premium financing companies calculated by reference to the total volume of premiums financed, delinquency ratios and financing rates applied.

These arrangements do not affect the recommendations we make to you which remain wholly based on the insurer's match to your demands and needs.

Commission and fees are earned for the insurance period and we will be entitled to retain all commission and fees in respect of the full period in relation to policies placed by us. No refunds of commission or fees will be allowed following cancellation of any policy unless otherwise agreed by us in writing.

**Charges:** We reserve the right to make charges, in addition to any insurance premiums, for arranging, renewing, amending and cancelling any policy of insurance. Any such charges will always be clearly identified and shown separately.

## **6. CALL RECORDING**

Telephone calls to or from our offices may be recorded for the protection of both parties and for training purposes.

## **7. LIMITATION OF LIABILITY**

We acknowledge that we may be liable to you for loss, damage, costs and expenses arising under or in connection with the services provided by us to you, whether arising in contract, tort and/or including our negligence subject to the following provisions:

- (a) Unless otherwise agreed by us in writing, our maximum liability under or in connection with our services to you whether arising in contract, tort and/or including negligence shall not exceed £10 million in respect of any one claim or series of claims emanating from a single cause or circumstance.
- (b) We shall not be liable to you for losses due to any act or omission by you or any other party including but not necessarily limited to providing false, misleading, inaccurate or incomplete information or documentation.
- (c) We shall not be liable to you or deemed in breach of this agreement for any delay or failure to perform any of our obligations to you where such delay or failure was due to any cause beyond our reasonable control.
- (d) In circumstances where you appoint us to act as your Insurance Intermediary (Broker) 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 however caused.
- (e) We shall not be liable for any losses incurred as a direct consequence of the financial failure of an insurer, underwriting agency, insurance intermediary or any other third party.

Nothing in these terms and conditions shall exclude or in any way limit our liability for fraud or death or personal injury caused by our negligence or any other liability to the extent that the same may not be excluded or limited by law nor to the extent that we have a duty or liability to you under the regulatory system applicable to Insurance Intermediaries or under the Financial Services and Markets Act 2000 including any subsequent replacement or modification

## **8. YOUR DUTY TO DISCLOSE MATERIAL 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. Any failure to disclose facts material to the insurer 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 immediately to us by you.

The duty to disclose material information not only applies at commencement and renewal of your policy but also at any time during the period of insurance, including when making a claim

You are advised to keep copies of documentation sent to or received from us for your own protection. Please ask us if you are in doubt on any aspect.

## **9. RECEIVING INSTRUCTIONS FROM YOU**

Where you are a commercial customer and a corporation or entity which is not a natural person, unless we are specifically advised to the contrary in writing, we will be entitled to assume that everyone within your organisation (which term for this purpose includes any parent, subsidiary or associated company) who actually gives instructions to us which we accept and act upon, has the requisite authority to do so on behalf of the organisation.

## **10. CONFIDENTIALITY**

The information you provide will be retained by Sutton Winson and its associated companies and used in accordance with the terms of the Data Protection Act 1998. The information will only be shared with insurers, underwriters and other parties for the purpose of obtaining quotations and maintaining appropriate insurance contracts and services on your behalf, unless we are required by law or obliged by regulation to make any disclosure.

We may use information we hold about you/your company to inform you about other products and services, which we feel may be appropriate, unless you advise us that you do not wish to receive such detail.

Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Limited and to the Motor Insurance Antifraud & Theft register run by the Association of British Insurers. The purpose is to check information provided and also to prevent fraudulent claims.

Motor insurance details are added to the Motor Insurance Database that helps identify uninsured drivers and may be searched by the Police to confirm who is insured to drive. In the event of an accident, the database may be used by insurers and the Motor Insurers Bureau to identify relevant policy details.

## 11. PAYMENT OF PREMIUMS

We are unable to fund premiums for any client. Therefore, any premium must be paid by the payment due date stated on our invoice and failure to do so may invalidate cover and entitle insurers to cancel the policy. If the premium remains outstanding after the payment due date, we reserve the right to charge interest at Barclays Bank base rate plus 3%. If we have not received the premium from you, we are under no obligation to pay the premium to insurers on your behalf.

We will advise you if insurers have imposed a condition which requires payment by a specific date. Where this has been applied, we must receive cleared funds no later than 7 days prior to the payment due date to ensure that cover remains in force. Failure to comply will result in cessation of policy cover from inception or renewal date.

If you wish to pay your insurance premiums using an insurer instalment or a premium finance house facility, you must notify us of your intention on or before the date of attachment of cover and complete the necessary documentation as soon as reasonably practicable.

## 12. PREMIUM PAYMENT BY CONTINUING INSTALMENTS

Where payment for the policy is by regular instalment, for example by direct debit, which is not restricted to a single insurance period, you give your consent to the policy being automatically renewed, without further reference to you, at the renewal date. This means that insurance will continue to be provided to you and you will be obliged to pay for such insurance, unless you specifically contact us before the renewal date to notify us that it is no longer required.

## 13. RETENTION OF DOCUMENTS

We may keep certain documents such as your insurance policy or certificate while we are awaiting full payment of premiums and/or fees. Should any documents be withheld, we will ensure that you are provided with full details of the cover.

## 14. HOW WE HANDLE YOUR (CLIENT) MONEY

We are governed by strict rules regulating Client Money set down by the FSA. Monies paid by you to us, or received by us to be paid to you, will be held in Statutory Trust bank accounts. Where we hold monies in Statutory Trust bank accounts we may earn interest on monies held which will be retained by us.

### Client Money (Statutory Trust)

We hold the majority of our Client Money in Statutory Trust Bank accounts. This means that Client Money is held separately from our own money in accounts with an approved bank and designated as Statutory Trust accounts. We act as trustees of Client Money and must meet certain legal and regulatory conditions. We are not permitted to, and do not, use Client Money balances to provide credit for other clients or potential clients.

The majority of Client Money held by us is held as agent of insurers. This means that premiums are treated as being received by insurers 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. Please advise us if you wish to know whether your premium will be held by us as agent of an insurer.

### Payments to Third Parties

We may transfer Client Money to another person, such as another broker or settlement agent, for the purposes of effecting a transaction on your behalf.

On occasions, Client Money may be passed to organisations outside the UK. The legal and regulatory regime applying outside the UK may be different from that of the UK and, in the event of failure of a third party outside the UK, this money may be treated in a different manner from that which would apply if the money were held by a third party organisation in the UK. You may notify us if you do not wish your money to be passed to a party in a particular jurisdiction.

## 15. AWARENESS OF POLICY TERMS

When a policy is issued, it is important that you read it carefully as it is that document, the schedule and any certificate of insurance, which is the basis of the contract you have purchased. If you are in doubt about any term or condition, please seek our advice promptly.

### Adequacy of Sums Insured and Limits

At all times it is the responsibility of you, the insured, to ensure that insured values and policy limits are adequate and property sums insured properly reflect current, continuing and future reinstatement/replacement costs. Whilst we seek to assist in establishing and maintaining insured values we cannot accept responsibility for their accuracy. It is strongly recommended where applicable that the appropriate professional (e.g. surveyor/accountant/) be consulted to ensure that the sums insured under the policy are correct. We offer services to assist in this regard; please contact us for more information.

## 16. CLAIMS

Failure to notify incidents in accordance with policy conditions may invalidate your insurance cover. It is therefore important that you contact us immediately should you become aware of any incident that could give rise to a claim. If you are uncertain as to whether an incident should be notified to us or not, we strongly advise that you contact us to seek clarification.

The duty to disclose material information not only applies at commencement and renewal of your policy but also at any time during the period of insurance, including when making a claim.

When we are dealing with your claim under a delegated authority agreement with RSA or Hardy, we will be acting on behalf of the insurer. We will tell you if this is the case. This enables us to make decisions in-house to ensure we deliver a speedy and efficient service to you.

If a third party is involved, please contact us immediately for advice and to agree the appropriate course of action. Do not admit Liability without reference to us.

## 17. INSURER SOLVENCY

We subscribe to one of the major credit rating agencies, Standard & Poors, and we receive regular updates regarding insurer solvency.

We will take all reasonable steps to place your insurance with an insurer capable of meeting its future liabilities. However, we cannot guarantee the solvency of any insurer or be held responsible for any additional costs that may be incurred in replacing cover with an alternative insurer.

## 18. CONFLICTS OF INTEREST

We have internal procedures to ensure that any potential conflict of interest is minimised or eliminated and there is no undue influence on the recommendations we make.

## 19. COMPLAINTS AND COMMENDATIONS

### Complaints

We are committed to providing a high quality service at all times. If something goes wrong we need you to tell us about it. This will help us to improve our standards.

Should you have any reasons whatsoever to be unhappy with our standards then please raise your concerns with the individual who has been dealing with the matter or their manager. If there is continuing cause for dissatisfaction, you should write to the Compliance Director at our Twickenham office or call us on 0845 688 9088.

If the matter cannot be resolved by the end of the next business day, we will acknowledge your complaint, provide a copy of our complaints procedure and advise who is dealing with the matter. We will seek to resolve the matter as quickly as possible and keep you informed of progress. If we cannot agree a solution between us or we have not been able to resolve the matter within eight weeks, we will explain why.

If you are a private individual or an enterprise which (a) employs fewer than 10 persons and (b) has a turnover or annual balance sheet that does not exceed 2m Euros, you may be entitled to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, tel 0207 964 1000, fax 0207 964 1001, website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If you have a complaint against your insurer, your policy documentation will set out the procedure that you should follow. However, we will assist you if required.

### Commendations

We seek to provide the highest standards of service for our clients. It is very helpful to us if you tell us about any aspect of our service with which you are particularly satisfied or any members of our staff that you feel should be specially commended. Such commendations are recorded and monitored.

## 20. FINANCIAL SERVICES COMPENSATION SCHEME

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 are available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk) or tel 0800 678 1100).

## 21. MONEY LAUNDERING / PROCEEDS OF CRIME ACT

UK Money Laundering regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. Documentary evidence may be requested.

We are obliged to report to the National Criminal Intelligence Service any situation giving rise to a suspicion of money laundering and we are prohibited from disclosing any such report.

## 22. TERMINATION

Our services may be terminated either by us or you upon the giving of one month's notice in writing to the other or as otherwise agreed.

In the event our services are terminated by you, we will be entitled to receive any and all fees or brokerage payable (whether or not the same have been received by us) in relation to all policies placed by us.

In the event that we no longer place insurances for you and if we continue to handle your claims we may seek to agree a fee for future work.

Such termination shall be without prejudice to the accrued rights and liabilities and other remedies of either party.

## 23. LAW, JURISDICTION AND THIRD PARTY RIGHTS

This agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.

Unless otherwise agreed between us in writing, no term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.