

Terms of Business

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

About us

www.tradesmanzone.co.uk is a trading style of Sennocke International Insurance Services Limited of 6 Pembroke Road, Sevenoaks, Kent, TN13 1XR, is an independent insurance broker who is authorised and regulated by the Financial Conduct Authority (FCA). We are permitted to arrange, advise on, deal as an agent of insurers, assist in claims handling with respect to non-investment insurance policies. Our firm reference number is 309040.

We are also authorised by the FCA for credit broking for the purposes of arranging Premium Financing. We act for a number of lenders.

You can check this on the FCA's Register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Our Services

We offer a wide range of products and services and have access to a range of insurers in the market place. We act on your behalf and our services include; advising you on your insurance requirements; providing ongoing assistance to help you with any changes you may have to make and assisting you should you need to make a claim.

Arranging Cover

Upon receipt of your instructions, whether written or oral, we will conduct negotiations on your behalf with insurers. We will conduct a market analysis taking into account premium, coverage, and insurer financial soundness before making our recommendations to you (we cannot guarantee the future financial soundness of any Insurance Company and our recommendations are based on the information to hand at the time). During the course of our negotiations, we will keep you informed of our progress and advise of any requirements we are unable to fulfil. Insurers can from time to time grant us binding authority agreement, or similar facility, allowing us to accept business on the insurers behalf. Such facilities can assist in the prompt and efficient placement of risk and such a facility has been used with regard to Self-Build Zone Ste Insurance.

How to cancel

Please contact us immediately if you wish to cancel any insurance policy we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer). Please refer to your policy summary or your policy document for further details. If you cancel within this initial cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer. However, insurers are entitled to make an administrative charge. In addition, we may charge an amount which reflects the administrative costs of arranging and cancelling the policy. Details of the amount we charge are given in our tariff of administration charges.

Servicing

We will write to you with full details of our proposals, outlining the cover to be provided, the insurer accepting the risk and details of the premium to be charged. You will be advised when and how payments should be made and be given details of any penalties which will be applied for late payment. Policy documentation will be issued to you as soon as possible once cover has been arranged and payment received.

How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim please contact us.

Your Commitment

Consumers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

Commercial customers: [For insurances subject to The Insurance Act 2015, effective from 20 August 2016]: Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

You are required to settle premiums due in accordance with our payment terms. For clients with credit arrangements our normal terms are 30 days from date of invoice, any variations will have been agreed in writing. For all other clients settlement is due by the date of inception of the policy. Failure to observe these terms may invalidate your cover. We accept payment by guaranteed cheque, cash, BACS or Credit/Debit Card (please note that any fees charged by your card supplier may be added to the final amount). You may be able to spread your payments through insurer's instalment schemes or credit schemes that we may arrange. Full details of the options available to you will be provided before cover is taken out.

To ensure full protection, you are required to notify us of any circumstance giving rise to a claim; which may give rise to a claim, or a claim. You should familiarise yourself with the claims procedures and terms as detailed in the Policy Document.

Conflicts of interest

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

Adequacy of insurance values

It is the responsibility of the insured 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. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

Insurer security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

Block transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us to do so.

Remuneration

Our remuneration will be either a fee, as agreed with you, or commission which is calculated as a percentage of the premium paid by you and given to us by the insurer with whom the insurance is placed, or where legal and appropriate a combination of both. The basis upon which we are remunerated will be agreed with you prior to cover being arranged. Brokerage and fees are earned for the policy period and we are entitled to retain such brokerage and fees in respect of policies placed by us for the full policy period. Any fee will be agreed with you first. We do not charge additional fees for mid-term policy adjustments.

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 or arranging premium finance.

Protecting your money

Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we generally hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer. If we are not acting as an agent of the insurer when we receive your premium, we shall hold it as client money in trust for you within a client bank account with an approved bank. Our client bank account(s) may contain other clients' money and money we hold as an agent of insurers. In line with strict FCA rules, our client bank account(s) is/are rigorously monitored in order to segregate and safeguard client money. We reserve the right to retain interest earned on our client bank accounts.

We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction.

By accepting this Terms of Business Agreement, you are giving your consent for us to treat your money in this way. Please notify us immediately if you have any objection or query.

Protecting your information

All personal information about you will be treated as private and confidential (even when you are no longer a customer) except where the disclosure is made at your request or with your consent or where we are required by law to disclose it. We will use your information in relation to setting up and administering your insurance and any related credit arrangements.

Some or all of the information you supply to us in connection with your insurance proposal or application for credit may be passed to insurance and other companies for underwriting, claims and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998, under which you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please contact us.

We and/or the insurers and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify your identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on your behalf. Each of the searches may appear on your credit report whether or not your application proceeds.

By accepting these terms and conditions you agree to these uses of your information.

Money Laundering/Proceeds of Crime

In order to comply with the Proceeds of Crime Act 2002 (Part 7: Money Laundering) and Money Laundering regulations 2003, we will not accept cash payments in excess of £2,500 for premiums due, or deposits on premium finance arranged.

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Complaints

It is our intention to provide you with a high level of service at all times but if you should wish to complain then we have a formal complaints procedure. In the first instance, you should write to the Managing Director, whose address is: 6 Pembroke Road, Sevenoaks, Kent. TN13 1XR. Telephone: 01732 742102. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 0 234 567 and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected. We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

Compensation Arrangements

We are covered by the Financial Services Compensation Scheme. 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 claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. The compensation scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>

Termination

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Any claims reported after the date of termination will be the responsibility of the party taking over our role.

Governing Law

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.