



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.

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

Introduction

Champion Professional Risks Limited is an Appointed Representative of Champion Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority (FCA), our regulator. We follow the rules and principles established by the FCA for our general insurance business activities. Champion Insurance Group Limited's FCA registration number is 520977 and its permitted business activities are arranging and advising on non investment insurance contracts. This information can be checked by visiting the following website: www.fsa.gov.uk/register or contact the FCA on 0800 111 6768.

In the absence of an agreement to the contrary this document sets out the terms of our relationship with you (our 'client') for our provision to you of (re)insurance broking services as set out herein.

Our services

Negotiation and placing

- The FCA is a government body set up to regulate the sales, advisory, competence and service standards of Members (Insurers, Intermediaries (including Brokers), Agents and anyone acting for them). Its main purpose is to make sure that general insurance customers are treated fairly and have confidence in the financial services markets.
- Champion Insurance Group (and its appointed Representative Champion Professional Risks Ltd) are primarily Commercial Insurance brokers who, on occasion, are asked to arrange policies for Private Customers. Generally for Private Customers we will only approach one or a limited number of insurers who we would consider to be appropriate, this will be detailed to you at quoting stage.
- The FCA has two classifications for customers (clients), Retail clients are those acting outside of their business activities, all other customers are classed as Commercial Clients.
- On occasions we may need to use the services of another Intermediary to access certain Insurers or Underwriters. Unless you advise to the contrary we will assume you have accepted this practice.
- We will explain the service we can offer and our relationship with you, including:
 - the type of service we offer;
 - the choice of products and services we can offer you.
- We will explain your duty to give *Insurers* information before cover begins and during the policy, and what may happen if you do not.
- If you want to consider the products or services we have offered, we will;
 - Confirm the period of cover and details of cover including any significant terms or conditions which apply.

- Where possible, provide our quotation in writing including all the information you need to make an informed decision.
 - If a quotation is provided verbally, we will still provide you with all the information you need to make an informed decision.
 - Provide full information regarding the premium payable including any Taxes and/or fees.
 - Provide supporting information and policy documentation in accordance with the FCA rules.
- Under the FCA regulations, customers who are acting outside of their business activities are defined as 'Retail' clients. Insurers are required to provide a cancellation period of at least 14 days from conclusion of the contract or the date you received the contractual terms and conditions, should you wish to cancel cover insurers are entitled to charge a time on risk charge or administration charge.
 - When you first become a Customer, we will give you detail of how you can make a claim and tell you what your responsibilities are in relation to making claims.
 - Where you pay premium to us, and where we have received this money as agent of the insurer / underwriter we hold such monies in an approved bank account.

Information regarding your insurance policies, your responsibilities and duty of disclosure

Proposal forms

For certain classes of (re)insurance you may be required to complete a proposal form, questionnaire or similar document. We will provide guidance but we are not able to complete the document for you.

Your responsibilities in providing information to insurers

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: If the insurance is arranged wholly or mainly for purposes related to your trade, business or profession, you have a duty to make a fair presentation of the risk to your insurers at inception, renewal and variation of your Policy. This means that you must tell them about all facts and circumstances known by you, your senior management team (if applicable) and/or those responsible for your insurances, which may be material to the risks covered by your Policy in a clear and accessible manner or give them sufficient information to alert them of the need to make enquiries about such facts or circumstances. You must also disclose any other material information

that you, your senior managers (if applicable) or your insurance team (if applicable) do not currently know, but ought to know following a reasonable search.

Material facts are those which are likely to influence the insurer in the acceptance of or assessment of the terms or pricing of your Policy. A typical material fact might be a CCJ, a previous claim, involvement in a company which has gone into administration etc. This is not an exhaustive list so if you are unsure whether some information is material or not, we recommend that you disclose it to us immediately.

If you fail to make a fair presentation of the risk, your insurers may avoid your Policy (that is treat it as if it had not existed) and refuse to pay any claims where any failure to make a fair presentation is:

- a) deliberate or reckless; or
- b) of such other nature that, if you had told them about a material fact or circumstance, they would not have issued, renewed or varied your Policy.

In all other cases, if you fail to make a fair presentation of the risk, your insurers may not avoid your Policy but may instead:

- a) reduce proportionately the amount payable on any claim by reference to the ratio which the premium actually charged bears to the premium which would have been charged had you told insurers about a material fact or circumstance (e.g. if they would have charged you double the premium, they will only pay half the amount of any claims under your Policy); and/or
- b) treat your Policy as if it had included such additional terms as would have been imposed had you told them about a material fact or circumstance. Payment of any claim you make would be subject to the application of any such additional terms.

For these reasons it is important that you check all of the facts, statements and information you provide to insurers are complete and accurate. You must check with anyone you employ in your business that the facts and statements you provide to insurers are accurate.

If any facts, statements and information you have provided to your insurer are incomplete or inaccurate, you must contact us immediately. Failure to do so could invalidate your Policy or lead to a claim not being paid.

Disclosure of criminal convictions, offences and cautions, bankruptcy history, CCJs, insolvency history, winding up orders, history of liquidations, receiverships, IVAs, administrations, and health and safety prosecutions

All of the circumstances listed above are deemed to be “material” and are therefore disclosable to your insurers. If you (where the policy is in your personal name) or any director of a company seeking insurance have any history of the above, whether in a personal capacity or as a director of a company which has been subject to such circumstances, you must disclose these circumstances to your insurers. A typical paragraph within an insurers “Statement of Fact” may appear as follows, however regardless of whether insurers specifically ask for this information or not, such information should be disclosed:

This insurance contract is based on neither you nor your director(s) or partner(s) having:-

- *any convictions that are unspent under the Rehabilitation of Offenders Act 1974 for a criminal offence other than (road traffic) motor offences*
- *been charged (but not yet tried) with a criminal offence other than (road traffic) motor offences*
- *received a caution for a criminal offence within the last three years other than a (road traffic) motoring offence, that is unspent under the Rehabilitation of Offenders Act 1947*
- *been declared bankrupt*
- *been the subject of any county court judgement (CCJ), winding up order, insolvent liquidation or administration or have made any composition or arrangement with creditors*
- *been a director or partner of a company which has gone into insolvent liquidation, receivership or administration*
- *ever been prosecuted, or been the director of a company which has been prosecuted, for failing to comply with any Health & Safety or Welfare or Environmental Protection legislation.*

General Information

1. Companies Insured

If there are any subsidiaries or associated Companies that you intend to be protected by Insurances arranged by Champion Insurance Group please ensure that these are noted on the documentation and advise us of any changes required.

2. Description of Your Business

We cannot over-emphasise the importance of your business being correctly described in the policy documents. You will appreciate that the policy will only provide indemnity for loss, damage or liability arising out of the business described. If the business description appearing in the documentation is inaccurate or your activities have changed, you must let us know immediately otherwise your cover may be prejudiced.

3. Reasonable Precautions

There is a common law duty on all insurance Policyholders to act as if uninsured and to take all prudent and reasonable steps to both prevent injury or damage of the type of covered by the insurance and also, to take all such actions after the event as are sensible to minimise the loss. Failure to act in a reasonable manner may invalidate cover.

Liability Insurance

1. Liability Indemnity Limits

The indemnity limits stated under your Liability policy should be reviewed as court awards and legal costs continue to increase. For Employers Liability claims the indemnity limit applies to all claims arising from any one incident and is inclusive of defence costs.

2. The Employer's Liability (Compulsory Insurance) Regulation 1998

With effect from 1 January 1995 all United Kingdom Employers Liability cover provided a standard limit of indemnity of £10,000,000 (other than for Terrorism and Offshore risks) and therefore the limit is sufficient to meet the terms of the Regulations. As a result of the Employers Liability (Compulsory Insurance) (Amendment) Regulation 2008 there is no longer a legal requirement for Employers to retain copies of expired Employers Liability Certificates for 40 years. However, we would strongly recommend that you either continue to retain expired Certificates or maintain a detailed record of your Employers Liability Insurance Policies. Should you fail to keep this, you place your business at a risk of having to meet the costs of such claims as you may be unable to prove who the insurer was at particular period. Your Certificate of Employers Liability must be displayed in a visibly prominent place by Law, however, with effect from October 2008, you may display your Certificate in an electronic format providing that all Employees have immediate access to the document at all times.

Warranties

Warranties are terms in your policy that require you to do something and must be complied with at all times e.g. setting your intruder alarm when your premises are closed is a typical warranty which you may find in relation to theft cover. Breach of a warranty may suspend your policy. Insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension. The period will continue until the breach has been remedied (if it is capable of remedy). A warranty may exist in the policy using other terminology and without reference to the word 'warranty'.

Subjectivities

If the cover provided is granted by (re)insurers subject to certain requirements, failure to comply may result in cover not being in place. Please contact us immediately if you are unsure as to the meaning of a subjectivity, or are unable to comply.

Your policy

You are responsible for reviewing the evidence of (re)insurance cover to confirm that it accurately reflects the cover, conditions, limits and other terms that you require. Particular attention should be paid to any policy conditions and warranties, as failure to comply may invalidate your coverage, and the claims notification provisions. If there are any discrepancies you should consult us immediately.

How we hold your money

Premium(s) and any other monies we may hold on your behalf (for example refund premiums and claims cheques received from an insurer) will be held in Trust until such time as they are remitted to us by your insurance company/to you. This account will be a Statutory Trust account operated in accordance with FCA regulations. Some of the insurance companies we deal with have agreed to deem any premiums that you pay to us as having been received directly by themselves. This improves your protection against financial loss in the event of our insolvency. Please note that this is not the case for all the insurance companies we deal with and where this added protection does apply it may only extend to premiums, and not to any claim payment, refund or other monies that we may from time to time hold on your behalf. Should such an arrangement be agreed with an insurer(s) we may not hold your funds in Trust because of this added protection. Occasionally we may pass your premium to another insurance intermediary who will also be required to hold your money in Trust until the premium has been received by the relevant insurer. Between receiving any money from you and us passing it on to insurers (and vice versa), we may remove it from the Trust account in which it is held to another account in order to earn interest or other investment income from it. In such an event the account in which it is placed will be set up with the same Trust protection as the account from which it is removed. Similarly, in cases where we wish to close a bank account (and with this the associated Trust), we may transfer your money to another bank account with the same Trust protection. We will retain any interest or income accrued. By accepting these

terms you consent to the way we will hold your premium (and/or other insurance related money) in accordance with this paragraph.

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.

Solvency of insurers

We do not monitor and cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and may not be able to recover any premium paid, whether paid in full or in part, should an insurer become insolvent.

Financial services compensation scheme (FSCS)

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.

Limitation / exclusion of liability

Your attention is specifically drawn to this clause which limits or excludes or liability to you.

Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £5,000,000 per claim. In respect of any other claim arising out of our performance or non-performance of the services hereunder our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to such claim arising. We shall not be liable to you for any economic loss, loss of profit or loss of business, whether directly or indirectly occurring and which arises out of or in connection with these Terms. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence, or for loss caused by our fraud, wilful misrepresentation or breach of regulatory obligations owed by you. You are welcome to contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above. Please note however that an additional charge and other terms may apply should we agree to amend this clause.

Servicing and claims

Unless otherwise agreed we will send you documentation confirming the basis of the cover secured on your behalf, including details of the (re)insurers, with a debit note or premium billing, where applicable, showing separately all the amounts payable. The dates that the money is due together with any penalties for late payment will be clearly stated to you.

We will forward any policy documents, if applicable, and any amendments or endorsements to your policy as soon as reasonably practicable.

Except where we agree with you or, because market practice determines otherwise, we will provide our claims handling services during the policy period for the policies placed by us. Our claims handling services include, upon receiving the required information from you, the notification of the claim or circumstances to insurers; representing you in the resolution of the claim and arranging the collection and/or settlement of the claim in accordance with market practice and your policy terms and conditions. Where claims are to be dealt by you and insurers directly, we will provide advice and support as requested.

Further, our claims handling services will cease where we are satisfied that you have instructed another entity to assume the claims servicing obligations for your (re)insurance.

Where we collect claims payments, these will be remitted to you as quickly as possible. However, we will not remit claims money to you before we have received it from (re)insurers.

Electronic communications

We may communicate with each other by electronic mail, sometimes attaching further electronic data, we and you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding that we and you have reasonable virus checking procedures on our system you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and Champion Insurance Group Limited system (and that of Champion Professional Risks Limited) shall be deemed the definitive record of electronic communications and documentation.

Protecting your information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully [<https://champion-insurance.co.uk/privacy-policy>] and contact us immediately if you have any queries. Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to

do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

Call Recording

Our calls may be recorded for quality control and training purposes.

How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the insurer direct as soon as possible using the contact details provided. If in doubt, please contact us on 0330 128 9828 or claims@championpi.co.uk

You are responsible for notifying claims or potential circumstances that may give rise to a claim. To ensure full protection under your policy or similar documentation provided you should familiarise yourself with coverage conditions or other procedures immediately relating to claims and to the notification of those claims. Failure to adhere to the notification requirements particularly the timing of notification, as set out in the policy document, may entitle (re)insurers to deny your claim. In presenting a claim it is your responsibility to disclose all facts which are material to the claim. If you are in any doubt as to your obligations please contact us immediately.

Claims may be made against a policy long after its expiry date. It is important therefore, that you keep your policy documents in a secure place.

Change in circumstances

You will advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your (re)insurance policy

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 in relation to administering your insurance or where we are required by law.

Some or all of the information you supply to us in connection with your insurance proposal 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 write to Data Manager at Champion Insurance Group, 1 Worsley Court, High Street, Worsley, Manchester, M28 3NJ

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 credit worthiness, 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 agreeing to these terms and conditions you agree to these uses of your information.

Provision of information

All activities undertaken by us as outlined in this document are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use. You agree not to permit access by any third party to this information without our express written permission. We reserve our right to take action to protect proprietary information.

Payment of premium

You will provide settlement with cleared funds of all monies due in accordance with the payment date(s) specified in our debit note or other documentation ("Payment Date"). Failure to meet the Payment Date may lead to (re)insurers cancelling your policy. We are under no obligation to pay premium by the Payment Date to (re)insurers on your behalf.

Our Remuneration

Our remuneration will be either be a fee as agreed with you (fee in lieu of commission) or brokerage which is a percentage of the (re)insurance premium paid by you and allowed to us by the (re)insurer with whom the (re)insurance contract is placed.

In addition to this we will charge an administration fee as set out below:

- Customers purchasing insurance in connection with their trade, business or profession (known as "Commercial Customers") will be charged up to £100 per policy for starting cover, renewing cover or making alterations (including cancellation of a policy).
- Customers NOT purchasing insurance in connection with their trade, business or profession (known as "consumers") will be charged £50 for starting a new policy, renewing or making changes to an existing policy (including cancellation of a policy).

Occasionally due to the nature and complexity of the work we undertake, we may wish to charge a higher administration fee – any fee of this nature will be fully explained, agreed and notified to you prior to you becoming liable to pay it. All fees are inclusive of any applicable tax that may be levied from time to time. **Note – our fees are non refundable even if you cancel your policy**

Brokerage and fees are earned for the policy period. We will be entitled to retain all fees and brokerage in respect of the full policy period in relation to policies placed by us whether the policy runs for the full period or is cancelled mid-term.

Other Revenue

We provide services to (re)insurers that are not directly related to the services provided to you and we receive usual and customary remuneration in recognition of those services.

This remuneration may be a management or administration fee or revenue based upon the volume or profitability of (re)insurance business placed with a given (re)insurer over a specific period. These payments recognise the services we provide to the (re)insurer over that given period.

It may be appropriate and for your benefit for us to use another intermediary to assist us in fulfilling your (re)insurance requirements. These companies may receive usual and customary remuneration for the services they provide.

In certain circumstances we may recommend to you an additional general insurance activity related service, e.g. a hire car company. Any introductory payments we receive from them will be disclosed to you on request.

Monies held in our client premium bank accounts may attract interest, we do not expect this to exceed £20 per transaction in relation to 'Retail' clients.

We may also receive remuneration from Premium Finance companies in recognition of the administrative work involved in setting up such agreements. Any payments we receive from them, in respect of premium finance that we arrange for you, will be disclosed to you on request.

Confidentiality

We will treat any information in our possession that relates to your business as confidential. It will be necessary, however, for us to disclose information that you consider confidential to (re)insurers or other parties, when acting on your behalf, where we reasonably consider such information to be material to the risks being covered. Likewise, we may disclose to third parties certain industry wide statistics or other information which may include information relating to you. Any sensitive information will be handled appropriately and information specific to you will not be identified without your consent.

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 policies placed by us.

Third Party Rights

Unless otherwise agreed between us in writing no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999, except by members of the Champion Group of companies.

Governing Law

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.

Please do consult us if you are in any doubt on any aspect of your insurance cover or the terms on which cover has been arranged.



Champion Professional Risks Limited, 1 Worsley Court, High Street, Worsley, Manchester, M28 3NJ

Telephone: 0330 128 9828

e-mail: info@championpi.co.uk

website: www.championprofessionalrisks.co.uk

Champion Professional Risks Limited is an Appointed Representative of Champion Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority

“Treating you Fairly”

Treating our customers fairly is the number one priority of our business. It is at the heart of everything we do, and want to achieve.

This means;

- **We want you to be confident that you are dealing with a business that will treat you fairly** – that we will put your interests first, provide you with a fair deal and give a professional service of the standard you would expect from competent staff.
- **You can be confident that the products we sell to you will be products that are designed to meet your needs** and that at all times before, during and after a sale we will communicate with you in a way that is clear, fair and not misleading.
- **We will provide you with enough clear information about the products we recommend so that you can make a properly informed choice – before you buy.** We won't try to sell you insurance by “hiding” it, or sell you a policy that is in our interests to sell, not yours to buy. And if you decide after you've had all the information that you don't want to accept our advice then you are free to say “No” as well as “Yes”.
- **When we sell you an insurance policy, we will tell you what we are recommending and why, so you understand how we have reached our recommendation.** We will only recommend policies to you that are suitable for you, and that you could claim under if the circumstances arise.
- **The products we sell you will protect you in the way we said they would** – and that any exceptions to cover or special features will be clearly explained.
- **And if it does go wrong, or you feel that for any reason, you have not been treated fairly, we will ensure that any complaint you may make is dealt with fairly, impartially and promptly.** If for any reason you do not feel we have treated you fairly in keeping with this statement, or if you have any concerns about the way we have treated you, then please contact me.

Dan Maloney
Managing Director
Champion Insurance Group