

Terms of Business

Our Status

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We are authorised and regulated by the Financial Conduct Authority (FCA) as an insurance intermediary. This can be confirmed on the FCA Register at <https://register.fca.org.uk> or by telephoning the FCA on 0800 111 6768 (FCA Register No. 304452). We are also authorised by the FCA for credit broking and we act for a number of lenders.

We are permitted to advise you on your insurance needs, arrange your insurance cover with insurers to meet your requirements, help you with any ongoing changes you have to make and, in some cases, assist you with claims. We normally act on your behalf, but occasionally may act for the insurer - if so we will let you know. We always act for insurers in the collection and handling of premium as a route by which you pass your premium to the insurer. We will always act honestly, fairly and professionally ensuring your best interests are our priority. Where conflicts of interest arise, we seek to manage them fairly. Where we cannot eliminate a conflict we will disclose it to you.

Customer Classification

If you are a private individual purchasing private motor, home, travel or other personal insurances for personal purposes only, you are for regulatory purposes treated as a **Consumer**. The FCA definition of **Consumer** is **any natural person who is acting for purposes which are outside his trade or profession**. Any other customer who does not meet the FCA definition of **Consumer** is for regulatory purposes treated as a **Commercial Customer**.

Within this document you will find clauses that solely apply to either **Consumers** or **Commercial Customers** but all other clauses that carry no such qualification apply equally to both **Consumers** and **Commercial Customers**.

Our Products

We offer a wide range of insurance products and have access to leading insurers in the marketplace. When we arrange your insurance we'll inform you of the nature of the service we provide. This will usually be either a personal recommendation to buy the policy on the basis of a fair and personal analysis of the market or a personal recommendation to buy a policy we select from one or more insurance undertakings on our specially selected panel.

Disclosure - 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.

Disclosure - Commercial Customers

If the insurance is arranged wholly or mainly for purposes related to your trade, business or profession you have a duty to disclose all material facts whether or not the insurer asks for specific information. This duty applies throughout the life of your policy, and when you renew your insurance. Material facts are any facts which may influence the insurer's decision to accept the policy and/or what terms are applied. Failure to disclose a material fact may invalidate your insurance and could mean that your claim will not be paid.

Data Protection and Confidentiality

In accordance with the General Data Protection Regulation (GDPR) and related UK data protection legislation, we are committed to protecting the confidentiality and security of the information that you provide to us. The current version of our Privacy Notice is located at <https://www.chrisknott.co.uk/docs/privacy.pdf>

Block Transfers

On occasions it will be necessary for us to transfer blocks of clients from one insurer to another in order to provide competitive terms. We will only do this where it is beneficial for our clients. This document constitutes both your acceptance that we may do this and your prior request for us so to do.

Premiums and Financial Aspects

We may keep certain documents, such as your insurance policy documents or Certificate, while we are waiting for full payment of premiums. In these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your insurance is treated as being paid for), or we hold it in a client bank account on trust for you. We may extend credit to other customers from this account and we may need to transfer your money to another intermediary in some cases. However, your money will be protected at all times because of the requirements of the FCA rules. We also reserve the right to retain interest earned on this account. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this section.

Our Earnings

We are usually paid commission by your insurer as a percentage of the premium you pay but sometimes this is replaced by a Broker Fee. If the type of policy we sell reaches specific profit targets the insurer may also pay us an additional bonus.

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly. 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.

Charges

In addition, we normally make the following administration charges, which will be made clear to you at the time the charge is levied. These are in addition to any charges levied by insurers themselves:

New policies or renewals for consumers	£20
Renewals for car insurance consumers placed with Zurich	£40
Mid-term adjustments for consumers	£15
Cancellation of policies for consumers (see Return Premiums below)	£30
Issue of duplicate certificates/cover notes for consumers	£15
New policies, renewals, mid-term adjustments or cancellations for commercial customers	upto £50
Returned / refer to drawer cheques	£50

If you pay your premium by instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements.

Return Premiums usually arise if an insurance risk is reduced or policy cancelled). On a return premium we repay commission on the amount to your insurer and this will be deducted from the final amount refunded to you. If a policy is cancelled, we will refund any return premium due (after deduction of the commission and an administration charge as detailed above).

Right of Withdrawal - Consumers

You may have a statutory right to cancel this insurance within the first 14 days (in some cases longer). Please refer to your Policy Summary or Policy Wording for further details. If you cancel you may receive a pro rata refund of premium from the insurer. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

If you wish to cancel outside this period you may not receive a pro rata refund of premium. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

Claims Notification

If you need to make a motor claim (excluding windscreen claims) please call 0345 618 8316. For all other claims please refer to your Policy Summary or the Policy Wording for the correct procedure. Alternatively, you can notify us immediately and we will promptly advise you what to do.

Complaints

It is our intention to provide you with a high level of customer service at all times. If there are occasions we do not meet these standards, please contact the member of staff you were dealing with, either verbally or in writing. They will take details of your concerns and we will then acknowledge in writing, advising you of who is dealing with the matter. A copy of our full Complaints Handling Protocol is available on request. You may be entitled to refer the matter subsequently to Lloyd's or the Financial Ombudsman Service (FOS).

Further information on FOS is available on 0800 023 4567 or at <http://www.financial-ombudsman.org.uk>. In doing so, your legal rights will not be affected.

Compensation

We are covered by the Financial Services Compensation Scheme. This means 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.

For non-compulsory insurance - Insurance advising and arranging is covered for 90% of the claim, without any upper limit.
For compulsory insurance - Insurance advising and arranging is covered for 100% of the claim, without any upper limit. The scheme does not apply to consumer credit.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or at <http://www.fscs.org.uk>

Governing Law

This agreement shall be governed by the laws of England and Wales and you agree that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

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