

# **Crispin Speers & Partners Limited**

## **Terms of Business Agreement - DIRECT**

**PLEASE READ THIS DOCUMENT CAREFULLY.** It sets out the terms on which we agree to act for our Clients and contains details of our regulatory and statutory responsibilities. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree. We specifically draw your attention to:

- “Client Money” (Non-Statutory Trust and Interest on Client Money);
- Your duty of disclosure

### **1. Information about us**

Crispin Speers & Partners Limited, St Clare House, 30-33 Minories, London, EC3N 1PE, is a Lloyd’s broker and an independent insurance intermediary, authorised and regulated by the Financial Services Authority. Our Permitted business is: arranging general insurance contracts; assisting in administration and performance of insurance contracts. Our FSA number is 311507. These details can be checked on the FSA’s register by visiting the website <http://www.fsa.gov.uk> or by contacting the FSA on (0845) 606 1234. Crispin Speers & Partners Limited is a wholly owned subsidiary of CSP Holding Limited.

As an intermediary, the FSA regulations require us to:

- Conduct our business with integrity, due skill, care and diligence, and pay due regard to the interests of our customers and treat them fairly.
- Pay due regard to the information needs of our clients and communicate information to them in a way which is clear, fair and not misleading.
- Act with due care, skill and diligence in relation to a claim, and avoid conflicts of interest.
- Meet certain specific conditions in respect of client money.
- Take reasonable care to establish and maintain systems and controls that are appropriate to our business.
- Maintain and keep up to date, a list of insurance undertakings we select from and to provide a copy of this on request.

### **2. Our relationship with you and the service we offer**

In our business relationship, we act as your agent. We are subject to the law of the agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties to other parties, such as insurers. We will inform you when these circumstances occur so you will be aware of any possible conflict of interest.

We have access to a range of insurers, who offer different products to meet client requirements. We do not provide advice or a recommendation, although we may ask you for information to narrow down the selection of products that we can provide information about. Depending on your insurance demands and needs, we will offer a product that is suitable for you, from the range available. You will need to make a decision about how to proceed. If circumstances arise where it is necessary to give you advice, we will let you know the basis of our recommendation.

### **3. Policy Documentation**

Policy information will be issued in a timely manner. This will normally be within 30 days of the contract of insurance being concluded where you are a commercial entity, or 7 days where you are a retail consumer. Your policy documentation will confirm the basis of cover, give details of the insurer, and be accompanied by a policy summary. Please pay particular attention to any policy conditions/ exclusions or warranties that may affect the validity of the insurance which in turn may affect any claims payments.

We retain documents for a minimum period of 6 years in accordance with our retention of documents policy. For some types of insurance cover it is possible that the claim may be made under a policy long after its expiry date and it is therefore important you keep such documents safely.

#### **4. Security (your insurer)**

We monitor the financial soundness of insurers that we use. We will do this by relying on information provided by rating agencies and other information in the public domain. If you have particular concerns or requirements from the security that we use, we will be happy to discuss your needs with you. We do not guarantee the solvency of any insurer we place business with. You may not be able to collect claims from an insurer that becomes insolvent.

#### **5. Renewal**

Assuming all necessary renewal information has been received, you will be provided with the renewal terms in good time before expiry of the policy, or notified that the renewal is not being invited. Attached to the renewal terms of the policy will be changes to the EU directive-required information, statement of price and information about cancellation.

#### **6. Claims**

Your insurance policy includes a claims procedure, which tells you what steps you should take if you wish to make a claim.

You will be responsible for notifying, as soon as possible a claim or circumstance which may give rise to a claim. Please ensure that you provide full information in accordance with the procedures set out in the policy. This may include providing the information within a particular timeframe. Failure to do so may affect the validity of the claim. You will be provided with every assistance in submitting a claim and seeking reimbursement. However, in the event that the insurer becomes insolvent or delays making settlement we do not accept liability in any unpaid amounts.

#### **7. Premium**

Your premium must be paid at the time of purchase of your policy. Failure to pay your premium can result in the automatic termination of your insurance contract.

#### **8. Our Remuneration (what we are paid for the services we provide)**

Our remuneration may be as a fee, or as commission or brokerage, which is a percentage of the insurance premium paid by you and allowed by the insurer with whom the insurance is placed.

Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in respect of the full policy period in relation to policies placed by us.

In addition to the Clients fees and/or brokerage payments, we may receive remuneration by way of administration fees or commissions, which is dependent on the profitability of the account, or a volume override which is based on the amount of premium paid to insurers over a period. At your request, we shall disclose our commission including an estimate of contingent commission we may receive in respect of your business, to you. We may also act as reinsurance brokers to underwriters with whom we have placed insurance and reinsurance.

#### **9. Cancellation Clause**

Your insurance contract may include a cancellation clause. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by insurers giving notice of the cancellation. In the event of cancellation of the insurance contract, insurers may or may not return a pro rata premium. Please refer to your policy document for details

Once our remuneration has been earned, in the event that the insurance is cancelled after inception, our fees or brokerage will not usually be returnable.

#### **10. Cancellation of This Agreement**

Our agreement may be terminated by one of us giving 60 days' notice in writing to the other. In the event that our services are terminated by you, we will be entitled to receive any fees or brokerage payable in relation to the policy placed by us.

## **11. Client Money**

Client money is money of any currency that we receive and hold in the course of carrying on insurance mediation on behalf of our clients (including you) or which we treat as client money in accordance with FSA rules. We keep client money separate from our own money in a non-statutory trust. Client money will be deposited with one or more FSA approved banks. Please tell us if you do not wish us to use a particular bank.

## **12. Interest on Client Money**

Any interest earned on client money held by us and any investment returns, on any segregated designated investments, will be retained by us for our own use.

## **13. Non Statutory Trust**

We hold client money subject to a non-statutory trust. This means that we are entitled to and may use client money held on behalf of one client to pay another client's premium before the premium is received from that other client, and to pay claims and premium refunds to another client before we receive payment from the insurer. However, we are not entitled to use client money to pay commissions before we receive the relevant premium from the client.

The aim of the trust is to protect the client in the event of the failure of the firm, or the failure of the bank or a third party at which the money may be held. In such circumstances, the firm's general creditors should not be able to make claims on client money as it will not form part of the firm's property.

The fact that we will hold money on trust gives rise to fiduciary duties, which will be owed to you until the client money reaches the insurer or product provider.

## **14. Segregation of Designated Investments**

We keep client money separate from our own money. We may do this by paying it into a client bank account. However, we may also do this by arranging to hold separately permitted designated investments with the value at least equivalent to the money that would otherwise have been paid into a client bank account. If we do this we will be responsible for meeting any shortfall in our client money resource which is attributable to falls in the market value of a segregated investment.

## **15. 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. This may include brokers or settlement agents outside 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.

## **16. Complaints**

We take all complaints seriously. If you wish to register a complaint about our service, then please contact The Complaints Department, either:

In writing at: Crispin Speers & Partners Limited, St Clare House, 30-33 Minories, London, EC3N 1PE

By Telephone: (020) 7977 5700

We will acknowledge your complaint within 7 working days.

If we are unable to settle your complaint with us, you may, if eligible, refer it to the Financial Ombudsman Service either :

In writing at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR or via [www.fos.org.uk](http://www.fos.org.uk) or

By telephone: 0845 080 1800

### **17. Compensation**

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 on the scheme are available from the FSCS via [www.fscs.org.uk](http://www.fscs.org.uk) or by telephone on 020 7892 7300.

### **18. Data Protection**

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal information. Information provided by you or obtained from other sources may be used to facilitate service provision. This may involve disclosure of personal information to other firms within or outside the group (such as intermediaries, insurers, loss adjusters, claims handlers). This personal information will be kept secure against unauthorised access, which means that we will need to identify and verify any request to view or amend the data we hold about you.

### **19. Anti-Money Laundering / Proceeds Of Crime Act**

UK anti-money laundering regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. For companies (other than listed ones), evidence of identity will usually comprise a copy of certificate of incorporation, a list of directors, a list of shareholders and the registered address. For consumers, a validated copy of your driving licence, passport or other evidence of identity is likely, together with a recent utility bill.

We are obligated to report to the Serious Organised Crime Agency any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report to you. Claims payment will be made in favour of the insured. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for you request.

### **20. Law And Jurisdiction**

These terms of business shall be governed by and construed in accordance with English law.

In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the exclusive jurisdiction of the English courts.