

# **Church of Scotland Insurance Services Limited**



## **Terms of Business and Status Disclosure for Commercial Insurance Business**

**Please read this document carefully. It sets out the terms on which we agree to act for our clients and includes details of our regulatory and statutory responsibilities.**

### **Authorisation**

The Church of Scotland Insurance Services Limited of 121 George Street, Edinburgh, EH2 4YN is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 202071.

The above information is available to check at: <http://www.fca.org.uk/register/>

### **Ownership**

The Church of Scotland Insurance Services Limited is owned by the General Trustees of the Church of Scotland.

### **Services and Products offered**

Unless otherwise advised, the services we provide are as follows:

- Advising on the suitability of products to meet your insurance needs
- Arranging cover to meet requirements
- Help with ongoing changes
- Assistance with claims made on insurance policies we have arranged

Whilst we give advice on product suitability, please note that we do not make personal product recommendations.

For eligible churches, we offer a single scheme insurance product which is underwritten by Aviva Insurance Ltd.

For other classes of insurance and non scheme church insurance, we select products from a limited range of insurers; they are Aviva Insurance Ltd, AXA Insurance UK plc, Ansvar Insurance and Ecclesiastical Insurance Office plc.

For any other insurance not described above we will advise you separately of the names of the insurers from which we can make a product selection. Unless otherwise agreed, any quotation given will remain valid for a period of 30 days from the date of issue of the quotation.

### **Insurer Solvency**

Whilst we will take all reasonable steps to place your insurance with an insurer capable of meeting its future liabilities, we are unable to guarantee the continuing solvency of any company and do not accept liability for any losses arising or any additional costs in replacing the insurance with an alternative insurer.

### **Duty of Fair Presentation**

Under the Insurance Act 2015, you have a duty to give a 'fair presentation' of the risk to insurers. This means that you must clearly disclose every material circumstance which you, your senior management or persons responsible for arranging your insurance, know or ought to know following a reasonable search, before your cover is placed, when it is renewed and at any time that it is varied. Your policy wording may also stipulate that this duty continues throughout the period of insurance cover. A material circumstance is one that may influence an insurer's judgement over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material you are advised to disclose it. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable, and in some cases your cover could be invalidated which would mean that a claim would not be paid.

You are advised to keep copies of any correspondence you send to us or direct to your insurers. Should you require further guidance, please contact us.

### **Adequacy of Sums Insured and Limits**

At all times it is the responsibility of you, the insured, to ensure that the insured values and policy limits are adequate and property sums insured properly reflect current reinstatement/replacement costs. Whilst we seek to assist in establishing and maintaining insured values we cannot accept responsibility for their accuracy. We recommend that a suitably qualified surveyor/accountant be consulted to ensure that sums insured are correct.

### **Fair Treatment**

We aim to treat you fairly at all times by ensuring that we provide you with insurance products, services and advice that is suitable and meets your needs and expectations. It is never our intention to put ourselves in a position where our interests, or duty to another party, prevent us from discharging our duty to you.

### **Conflicts of Interest**

If we become aware of a conflict of interest we will inform you and obtain your consent before carrying out your instructions. As an example a conflict of interest may arise where we have authority to settle claims on behalf of an insurer.

### **Remuneration**

The remuneration we receive for our services is principally in the form of a percentage commission of the total premium payable. In addition to such commission we may also benefit from additional earnings which we are able to generate due to the profit performance of the Church Scheme account. At any time Commercial customers may request information regarding these amounts which we may have received from placing their insurance business. There may be occasions where we will charge you a fee for advice or services in addition to the insurance premiums. Where this is the case we will fully explain the basis of our charging and agree with you what the fee is for and when the fee is payable before you incur a liability to pay that fee. These arrangements do not affect the recommendations we make to you which remain wholly based on your demands and needs.

### **Insurance Premiums (Holding money as an agent)**

We collect and hold money as agent of the insurer.

### **Renewal**

We will advise you in good time of the renewal of your insurance policy. We aim to issue renewal papers a minimum of 25 days in advance of your renewal date. Where payment for the contract you have undertaken is by regular instalments, for example by direct debit, you give your consent to the contract being automatically renewed without further reference to you at a later date. This means that insurance will continue to be provided to you and you will be obliged to continue to pay for such insurance, unless you specifically contact us prior to renewal to notify us that you no longer require such insurance.

### **Claims**

If you have an occasion to claim or an incident arises that may give rise to a claim on your policy, you must advise us immediately so that we can ensure that your claim is passed to the insurer promptly. Late notification of a claim may result in the claim being rejected. If we cannot deal with the notification we will advise you accordingly. You should not admit liability nor agree any course of action, other than emergency measures necessary to minimise the loss, until you have agreement from us or your insurer.

### **Duty of Care and Confidentiality**

We treat all our clients' records as confidential even when they are no longer a client. Information provided to us by you will be used solely for the purpose of providing insurance broking and underwriting services to you. We cannot be held responsible for incorrect data in the event of non-disclosure.

With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information to any other party without your consent.

Under the Data Protection Act 1998 and its successor the EU General Data Protection Regulation (GDPR) which is effective from 25<sup>th</sup> May 2018 you have the right of access to your personal records held on our files. See also the Privacy Notice separately provided at [www.cosic.co.uk](http://www.cosic.co.uk). Should you require clarification of your rights under the relevant legislation, please contact us or visit [www.ico.gov.uk](http://www.ico.gov.uk) or telephone 0303 123 1113.

### **Complaints and the Financial Services Compensation Scheme (FSCS)**

We will endeavour to act fairly and reasonably at all times and provide you with a professional service. Should you have any complaints about the service provided, please contact us in writing to the Chief Executive, Church of Scotland Insurance Services Limited, 121 George Street, Edinburgh, EH2 4YN or telephone us on 0131 220 4119. If you cannot resolve your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS) to which we subscribe. The contact details are as follows:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). The telephone number is 0800 023 4 567 (helpline) or 020 7964 1000 (main switchboard). The FOS is available to Consumers and micro-enterprises which are defined as organisations and businesses employing less than 10 people and whose annual turnover and/or balance sheet total does not exceed €2m.

We are covered by the Financial Services Compensation Scheme (FSCS) and 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, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS.

### **Money Laundering/Proceeds of Crime Act**

Under UK Money Laundering regulations, we are obliged to report to the Serious Organised Crimes Agency (SOCA) any situation giving rise to a suspicion of money laundering and we are prohibited from disclosing any such report.

### **Policy Documents**

Policy document or renewal schedule will be issued to you as quickly as possible by us or after receipt from insurers. When a policy or renewal schedule is issued you are strongly advised to read it carefully as it is this document, the schedule and any certificate of insurance which forms the basis of the contract of insurance you have purchased. Particular attention should be paid to any policy conditions, exclusions, warranties and claims provisions as failure to comply may invalidate your cover. If you are in doubt about these, please seek our advice promptly.

For certain types of insurance, for example Employers' and Public Liability, it is possible that a claim may be made under a policy long after the expiry date of the cover. It is therefore important that all policy documentation is kept safely, particularly that which may be called upon to provide protection beyond the expiry date of cover.

### **Contract Certainty**

The insurance industry is often called upon at very short notice to provide protection for customers wishing to transfer a risk. However, quite often there is uncertainty, either by the customer as to exactly what level of protection was provided and for the insurer not knowing exactly what they are insuring. To help avoid disputes from uncertainty, the insurance industry has produced a code of good practice to help provide "Contract Certainty" before protection starts. Church of Scotland Insurance Services Limited has agreed to abide by the code, which requires that the full policy wording be agreed by all parties before any insurer formally commits to the contract.

### **Law and Jurisdiction**

Unless we agree to the contrary in writing, you agree that this agreement shall be governed by and interpreted in accordance with the Law of Scotland. You agree that the Scottish Courts shall have the exclusive jurisdiction to determine any disputes which may arise in connection with the validity, effect, interpretation or performance of the legal relationship established by this agreement or otherwise arising in accordance with this agreement.

**Notes**

You are deemed to have accepted these Terms of Business and give your consent for us to operate in the ways described, unless you advise us otherwise in writing within 10 days of either your policy inception date or renewal date. However, your acceptance of these Terms of Business does not affect your statutory rights.