



## Curtis Marine Insurance Brokers Limited - Terms of Business Agreement:

### Our Service –

Curtis Marine Insurance Brokers Limited, (trading as Curtis Marine Insurance and SUPinsure), trading from Plymouth Marine Centre, Billacombe Road, Plymouth, PL9 7HP, is authorised and regulated by the Financial Conduct Authority. We are permitted to arrange and deal as an agent of insurers in respect of general insurance products, and to assist you in presenting claims to insurers on your behalf. We also provide advice on a select number of insurers' products, with the exception of Marine Legal Protection and our Online Quote & Buy insurance products purchased via [www.curtismarine.co.uk](http://www.curtismarine.co.uk) and [www.supinsure.com](http://www.supinsure.com) when we use single insurers, who will be clearly identified in the quotation, for which we do not offer any advice or recommendation and you will need to make your own decision regarding the suitability of any policy of insurance purchased. You may ask us for a list of the insurers we deal with and select products from. We are not contractually obliged to represent any of these insurers.

### Financial Conduct Authority (FCA) –

You can check our authorisation on the FCA's Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### Disclosure of Information by You –

**Consumer Customers:** You must take reasonable care to answer all questions honestly, accurately and to the best of your knowledge during your insurance application, including at renewal and when amending your policy. If you do not answer the questions correctly, your policy may be cancelled, or your claim rejected or not fully paid.

**Commercial Customers** (where the insurance is arranged wholly or mainly for purposes related to your trade, business or profession):

**Duty of Fair Presentation** - It is your responsibility to provide us with all information requested and to ensure it is true, complete and not misleading in any way. You must disclose every material circumstance known to you or which ought to be known to you, or failing that disclose sufficient information to put a prudent insurer on notice to make further enquiries to reveal those material circumstances. Such circumstances may influence the insurer's decision to accept the policy and/or what terms are applied. Failure to disclose material circumstances may invalidate your insurance and your policy may be cancelled, or your claim rejected or not fully paid. If you are in any doubt whether any circumstances are material then you should disclose them. This duty applies not only during your insurance application but also at renewal and when amending your policy.

### Confidentiality of 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, with your consent, in relation to administering your insurance or where law requires us. As part of the FCA's duties, we may be asked to provide them with access to our customer records in order that they may carry out a review of our activities.

### Data Protection Act –

Some or all of the information you supply to us in connection with your insurance proposal will be held on computer and may be passed to other insurance companies for underwriting and claims purposes. Under the Data Protection Act 1998 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 the Directors at the above address.

### Instructions by Email –

If you wish to instruct us to arrange or amend an insurance by e-mail, there will be no insurance in force until we have confirmed cover to you.

### Notification of Claims –

Please refer to your policy summary or your policy document for full details if you need to notify a claim. You should contact us or the insurer direct as soon as possible using the contact details provided in your policy. If in doubt about whom you should contact, please contact us on 01752 485090. Please Note: We act for you by assisting in presenting your claim and liaising with Insurers. We have no authority to agree or authorise any work or any course of action, or to accept or decline a claim.

### Cancellation Rights –

Please check your policy document which will provide you with specific information on your full rights to cancel your insurance. A personal insurance policy may be cancelled within 14 days of receiving your policy documentation and (providing no claims have been made or incidents likely to give rise to a claim have arisen) you will be entitled to a full refund of premium. Please contact our office should you want to exercise your right to cancel.

### Refund Procedure (outside of cancellation rights) –

Where you cancel your personal insurance outside of the 14 day cancellation period or where you cancel your commercial policy at any time, we reserve the right to charge for our time in providing you with advice and for the administration costs involved. This may result in us retaining our original commission and fees. If you cancel you may receive a pro rata refund of premium from the insurer, providing no claims have been made or incidents likely to give rise to a claim have arisen. For some insurance contracts, insurers will not provide refunds for mid-term cancellation of cover, and we will advise you of this if it affects you. Taking into account the administration costs when amending your policy, we do not provide refund payments of less than £25.00. Our fees and charges made are non-refundable in the event of cancellation or amendment to your policy.

### Our Fees and Charges –

We reserve the right to make charges to cover the administration of your insurance. Our charges are as follows;

- **New Policies / Renewals and Adjustments:** Any charge will be notified to you prior to any transaction
- **Return Premiums and Cancellations:** 20% of any return premium, subject to a minimum charge of £25.00
- **Other Charges:** See **Payment Terms** below

### Payment Terms –

Payment is required in full when cover commences. We normally accept payment by cash, cheque and certain cards. You may be able to spread payments through an insurers instalment scheme, or a credit scheme which we arrange exclusively through Premium Credit Limited, subject to status, full details on request. Payment by Bank Transfer may also be available subject to our agreement, further details are available upon request.

### Security of Your Money –

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer, or hold it in a client bank account on trust for you. We may need to transfer your money to another intermediary in some cases. However, your money will be protected at all times because of our requirements under 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 operate in this way.

## Complaints Procedure –

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should write to the Directors at the above address or call 01752 485090. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service (FOS). You can contact the FOS by telephone on 0800 023 4567 and further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). If you do decide to refer any matter to the FOS your legal rights will not be affected.

## Online Trading Complaints Procedure –

If you wish, you can make a complaint via the European Online Dispute Resolution (ODR) platform, available at [www.webgate.ec.europa.eu/odr](http://www.webgate.ec.europa.eu/odr). The ODR platform is a website which helps customers who have bought something online in the EU if a dispute arises. The platform will send your complaint to a certified Alternative Dispute Resolution Provider who works to solve the problem. In the UK that would be the UK Financial Ombudsman Service.

## Compensation –

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. This depends on the type of business and circumstances of the claim. Further information is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0207 892 7300. In addition, the Lloyd's Central Fund is available to meet certain claims at the discretion of the Council of Lloyd's.

## Documentation –

We may keep certain documents whilst we are awaiting full payment of premiums or charges. In these circumstances we shall provide details of your insurance cover and any documents that you require by law.

## Block Transfers –

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. 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 so to do.

## Marketing –

We may use your information for administration purposes and from time to time to keep you informed by mail, telephone, email or other electronic means of other products and services available from us which may be of interest to you. Your information may also be used for these purposes after your policy has lapsed. Please let us know if you do not want your information to be used in this way.

**Curtis Marine Insurance** is a trading name of Curtis Marine Insurance Brokers Ltd. Authorised & regulated by the Financial Conduct Authority.

Registered in England & Wales, No: 6465804. Registered Office: Plymouth Marine Centre, Billacombe Road, Plymouth, PL9 7HP.

**Tel:** 01752 485090 • **Email:** [info@curtismarine.co.uk](mailto:info@curtismarine.co.uk) • **Web:** [www.curtismarine.co.uk](http://www.curtismarine.co.uk)



(V: 01/18)