



ceta

POWERED BY PEOPLE

Insurance Terms of Business Agreement

1. Who are we?

CETA Insurance Limited

We are a limited Company registered in England (company number 02827690)

Our registered office is CETA House, Cromwell Business Park, Chipping Norton, Oxfordshire, OX7 5SR

Our permitted business is arranging, advising, dealing as agent and assisting in the administration of non-investment insurance contracts as well as credit broking.

In this agreement, CETA insurance Limited is referred to as **we**, **us** and **our**.

2. Who regulates us?

We are authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 307824.

You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

3. Whose products do we offer?

We are an Insurance Intermediary.

We offer products from a range of insurers.

We offer products from a limited number of insurers for Household, Let property, Mortgage Payment Protection, Travel, Commercial (Liability, Shop, Office, Property Owners, Commercial Combined, Directors & Officers and Professional Indemnity), Boat and Caravan (Touring, Static and Park Home) and Motorhome. Please ask **us** for a list of insurers that **we** use.

We offer products from a single insurer for Legal Expenses insurance for personal products from Royal & Sun Alliance Insurance PLC, Legal Expenses insurance for liability products from Royal & Sun Alliance, Legal Expenses for Motorhome from Financial and Legal Insurance Company Limited, Household Emergency Assistance Cover from Royal & Sun Alliance Insurance PLC, Equine Insurance from Towergate Underwriting Group Limited, Beach Hut Insurance from Pen Underwriting, ID Theft Insurance from Royal & Sun Alliance Insurance PLC, Event insurance from Ansvar, European Breakdown Cover (NCI roadside assistance) from Amtrust Europe Limited.

4. Which service will we provide you with?

We act as agent of the insurer.

You will not receive advice or a recommendation from **us**. **We** may ask some questions to narrow down the selection of products that **we** will provide details on. **We** will only return quotations for you based on the answers which you provide to us.

We arrange the policy with the insurer(s) and action any subsequent changes requested by you to your policy on your behalf.

We act on your behalf to provide you with enough information in order for you to make an informed decision on the quotations which we return

We will explain the main features and benefits of the insurance products that **we** offer, including;

- The Insurer
- The Key Features of the insurance cover (to include benefits, premium, excesses and cancellation rights)
- Significant or unusual exclusions
- Significant conditions or endorsements which apply to the policy
- The period of cover

As **we** only provide information on the quotations, you will need to make your own choice about how to proceed.

We offer a credit facility exclusively through Premium Credit Limited for policies purchased through ourselves.

Policy documents are delivered online through **our** Customer Zone.

Following your purchase, your policy documents will be available online within **our** "Customer Zone". By purchasing a policy, you agree to receive your policy documentation in this form.

5. What will you have to pay us for our services?

We earn commission from the insurer or premium finance provider with whom **we** place your business. This is a percentage of the total annual premium. **We** may also be entitled to a profit commission dependent on whether we meet specific targets or provide additional services to them. This is dependent on the arrangements which **we** have with the insurer. Sales staff are paid a salary and do not receive commission on the policies which they sell.

You are entitled to request information regarding payments which **we** may receive from insurers as a result of placing your insurance business with them.

We earn commission from **Our** third-party finance provider for arranging premium repayment facilities. This is usually a percentage of the individual loan. Using premium finance will make the overall cost of the insurance more expensive.

A full breakdown showing the cost of Your insurance policy and the cost of any credit if requested will be provided as part of Your new business or renewal quotation before You make a decision whether to proceed.

We do not charge a fee for quotations or arranging your insurance, however, **we** do charge administration fees and these are in addition to any charge made by the insurer.

Any fees charged for New Business and / or Renewal policy issue are shown prior to purchase, displayed within your renewal invitation and within your insurance confirmation following purchase.

A. At **our** discretion, **we** reserve the right to charge a maximum fee for New Business and Renewal Policy issue of : -

- For all household policies: £100.00 fee
- For All Beach Hut policies: £33.00 fee
- For Amtrust Saver Caravan policies: £36.50 fee
- For Cedar Static caravan policies: £50.00 fee
- For all Event policies: £40.00 fee
- For all Boat policies: £47.00 fee
- For all liability policies: £70.00 fee
- For all Touring Caravan policies: £57.00 fee
- For all Static Caravan policies: £50.00 fee
- For all Motorhome policies: £100 fee
- For all other policies; £85.00 fee

B. Documents are available through our Customer Zone free of charge.

C. A change to your policy mid-term, or to amend incorrect information provided by you, or to re-issue documents: £20.00

D. For the rejection of a Direct Debit payment, credit default or returned cheque: £27.50

E. For dual insurance: a £30.00 fee per policy year

F. If you cancel the policy: £50.00 for the cancellation of a Motorhome policy. £40.00 for the cancellation of any other policy. No charge for cancelling within the 14 day cooling off period.

G. Cancellation charges are in addition to any time on risk charges or fees applied by the Insurer.

H. Depending upon the insurer, in the event of cancellation, you may be entitled to a refund of premium subject to no claim having been made.

I. These charges must be paid either with a debit or credit card when requested, or if you are paying by direct debit **we** will add this amount to your instalments. If you are paying by instalments, an interest amount may apply. **We** will inform you of the cost of your payments.

J. A payment administration fee of £5.00 will apply where a payment is made by monthly direct debit, bank transfer, cash or cheque.

K. Failure to sign and return the credit agreement to Premium Credit if opting to pay via premium finance will result in premium credit charging a £25 administration fee.

L. Any other charges or fees applied will be shown on your quotation.

M. Paper copies of documents are available for free upon request.

6. Introducers

If you have been introduced to **us** by a third party broker or Affiliate, they may receive remuneration from **us** for their introduction.

7. Payment of your premium

You may pay for your policy in the following ways;

- Paying the annual premium in full by credit or debit card
- Paying the annual premium in full by credit or debit card on a continuous payment authority
- Paying the annual premium in full as an annual direct debit
- Paying the premium by monthly direct debit

Payment for the policy made by a card using continuous payment authority provides you with peace of mind that at renewal, the policy may automatically renew, maintaining continuous cover. If you do not wish to continue paying for your policy via a continuous payment authority, you can cancel this through ourselves or your card issuer at any time (Please see section 14 –

Renewals for further information). Please let **us** know if you would like to make alternative arrangements in order to pay for your policy.

If you pay for your policy by monthly direct debit, there will be a charge for interest and a payment administration fee included within your monthly payments. You will also be required to enter into a credit agreement with Premium Credit Limited arranged by CETA Insurance Ltd.

Premium Credit Limited provide finance for insurance policies taken out through CETA Insurance. **We** will need to share your name, address, email address and date of birth with Premium Credit Limited in order to enable them to carry out relevant anti-money laundering, credit underwriting, credit worthiness and affordability checks. Details of this search may appear on your credit file. Credit for your insurance policy is only available to UK residents over the age of 18 and is subject to Premium Credit Limited's terms and conditions. Your policy may be cancelled if you do not keep up to date with the direct debit payments and a fee may be charged for rejection of a monthly payment or cancellation of the policy. (See the above section on fees)

8. Client and Insurer Money

We do not hold client money, but rely entirely on Risk Transfer, which means that **we** collect and hold money as agent of the Insurer. Premiums are treated as being received by the insurer when received in **our** bank account. Any refund of premium is treated as received by you when it is paid to you.

We do not provide any guarantee to you with regard to the solvency of the insurers which **we** work with.

9. Your cancellation rights

At the inception of a new policy, you have the right to cancel your policy within 14 days (30 days for Pure or Payment Protection policies) without providing a reason; See section 5 above for terms.

Depending upon the insurer, if you pay by Direct Debit and make a claim, the remainder of the year's insurance must either be paid in FULL or the Direct Debit payments continued for the remainder of the policy term.

Some insurers do not offer any return of premium in the event of a mid-term cancellation. Please refer to your individual insurer's policy wording for clarification.

10. Quotations

The premiums shown are for one year's insurance cover unless otherwise stated. The quotations are valid for 30 days. No cover will be in force until the proposal has been accepted by CETA Insurance Limited on behalf of the Insurer. A proposal is accepted once **we** have sent you an email with a link to download your policy documents via **our** customer zone.

11. Your Duty and responsibilities

You have a legal obligation to disclose information relating to the insurance accurately to ourselves. This duty of disclosure is different depending on whether you are a consumer or a business. Regardless, this duty arises prior to any insurance policy is entered into and whenever changes or adjustment are made to it. Any changes which would affect the insurance or risk need to be notified to ourselves.

The Consumer Insurance (disclosure and Representations) Act 2012 updates the legal basis on which insurance contracts are sold to consumers. You should take care when answering questions asked as part of an insurance application. There is no need for you to volunteer information that is not requested, however, all questions which are asked must be answered fully, accurately and truthfully or your policy may become invalid.

The Insurance Act 2015 updates the legal basis on which insurance contracts are sold to non-consumers. This includes a duty of fair presentation. You must disclose material information to the risk that you know or ought to know and disclose sufficient information which would put **us** on notice to make further enquires in order to collect all material information.

Material information is anything which may influence either ourselves or the insurer in determining whether to accept the risk and the relevant premium and conditions to be applied.

We want to ensure that you enjoy the best possible service at all times, not least should you wish to make a claim. Accordingly, it is very important that you inform **us** of any changes in circumstances which may affect the insurance policy provided to you by **us** as soon as possible. Please review any documents received from ourselves and make sure that the level of cover provided reflects your needs.

If you have any doubts as to which changes to your circumstances should be notified, please call **us** on 01608 647601 and **we** will be able to help. Information provided to **us** may be passed onto insurers for underwriting and claims purposes.

12. How to make a claim

The insurance providers which we work with have their own claims handling process and procedure. This could be dealt with in house by themselves or they may appoint a third party claims handling company to process the claims on their behalf. Please refer to the individual insurer's policy wording for confirmation on how to make a claim.

You must notify all potential claims or any circumstances which may result in a claim under your insurance policy to your insurer as outlined under your insurer's policy wording.

13. What to do if you have a complaint

It is **our** intention to provide you with a high level of customer service at all times. If you should wish to make a complaint about **our** service, advice or administration, **we** have a formal complaints procedure. In the first instance you should contact us either by telephone or in writing.

If you wish to register a complaint, please contact **us**:

- **...in writing** The Complaints Manager, CETA Insurance Limited, CETA House, Cromwell Business Park, Chipping Norton, Oxfordshire, OX7 5SR
- **... by phone** Telephone 01608 647601
- **... by email** Insurance@ceta.co.uk

We can usually deal with complaints ourselves. However, sometimes there will be a need to pass the complaint over to the insurer. **We** will let you know when **we** do this.

Where **we** deal with the complaint, **we** will acknowledge the complaint within 5 business days from notification.

When **we** are not able to resolve your complaint by the end of the third business day after receipt of the complaint, **we** will write to you within 5 business days giving the name of the person handling the complaint and either:

- Tell you what **we** have done to resolve the problem; or
- Acknowledge your complaint and let you know when you can expect a full response.

We will aim to resolve your complaint within 4 weeks of receiving it, however, if we are unable to do so then we will give you the reasons for the delay and let you know when we will be able to give you a final response.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS).

You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with **our** final response, or if **we** have not issued our final response within 8 weeks from you first raising the complaint.

The Financial Ombudsman Service are an independent service which settles complaints relating to financial services. The Financial Ombudsman Service will only look at your complaint once **we** have provided you with **our** final response or if **we** do not provide you with a final response within 8 weeks of receiving your complaint.

Further details about the Financial Ombudsman Service can be found; <http://www.financial-ombudsman.org.uk/>

You can contact the Financial Ombudsman Service;

- by phone: 020 7964 1000 or 0800 023 4567
- by post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- by email: complaint.info@financial-ombudsman.org.uk

If your complaint relates to a policy underwritten by an insurer at Lloyd's, please note that in some circumstances **we** may not be authorised to handle your complaint and will need to pass this onto your insurer. Please refer to your policy wording for full details of the complaints procedure in relation to your policy.

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and also available from the address below.

Where **we** hold authority to handle your complaint on behalf of an insurer at Lloyd's and you are dissatisfied with the response that you receive from **us**, you can refer your complaint to Lloyd's. Lloyd's will investigate the matter and provide a final response. Lloyd's contact details are as follows:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA
Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

Website: www.lloyds.com/complaints

Ultimately, should you remain dissatisfied with the response from any of the above, you may, if you are eligible, refer your complaint to the Financial Ombudsman Service (FOS). <http://www.financial-ombudsman.org.uk/>

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at the following address: <http://ec.europa.eu/consumers/odr/>

Some insurers offer their own complaints procedures. Please refer to your individual insurer's policy wording for information on this.

14. Renewals

Shortly before renewal, **we** may try to speak to you by phone about your renewal requirements. If **we** do not contact you **we** will send you a renewal invitation by email and/ or post and request that you contact **us**.

We will send you the renewal invitation to the email address that you have provided to **us** when you purchased the policy. To ensure that you receive the renewal invitation, please make sure that you let **us** know of any changes to your contact details by contacting **us** in accordance with the **Contact Us** section below.

If you are paying for your policy by continuous payment authority (CPA) and you are happy with your renewal quote you need do nothing at that time. If you are paying by CPA then the indicated amount will be taken from your selected card the day before your policy renews. If paying by Direct Debit, payments will continue automatically and your new monthly payments will be taken as normal. However, you may be required to sign the credit agreement electronically with Premium Credit (if applicable). You can do this by going to **our** customer zone (www.ceta.co.uk/secure).

If you are paying by Direct Debit or CPA **we** may (but accept no responsibility to) renew your policy automatically if **we** have not been able to contact you or you have failed to confirm whether you wish to proceed. **We** would do this for your protection to maintain continuous cover in place.

You have the right to cancel or opt out of the automatic renewal element of the policy at any time. If you wish to opt out of any automatic renewal you can simply contact **us** at any time to action this.

You can contact us to opt in the following ways;

- By Phone: 01608 647601
- By email: Insurance@ceta.co.uk
- By post: CETA Insurance Limited, CETA House, Cromwell Business Park, Chipping Norton, Oxfordshire, OX7 5SR

In the event that you cancel the automatic renewal element, we will continue to offer you a renewal prior to the expiry of your policy. However, your existing insurance will cease on the expiry date of the policy and there will be no cover in place unless you contact us to arrange payment for the new policy.

Under certain circumstances we may not be able to offer you with a renewal quote from your existing insurer. **We** will let you know if this is the case. Where this situation occurs, **we** will provide you with access to the details regarding the new insurer and advise you of changes to the policy terms. **We** only provide information on the quotations, you will need to make your own choice about how to proceed. If you are paying by Direct Debit or CPA **we** may (but accept no responsibility to) renew your policy automatically if **we** have not been able to contact you or you have not confirmed to **us** that you would like the insurance to expire. **We** would do this for your protection to maintain continuous cover in place.

15. Data Protection

We and **our** Insurers, hold your details in accordance with the EU General Data Protection Regulation. Unless you have advised **us** otherwise **we** may contact you (by email, telephone, or other appropriate means) in order to tell you about carefully selected products, services or offers which **we** believe will be of interest to you. If you do not wish **us** to do this please contact **us** on 01608 647601 or write to **us** at; CETA Insurance Limited, CETA House, Cromwell Business Park, Chipping Norton, Oxfordshire, OX7 5SR.

Under data protection laws, you are entitled to a copy of your personal data held by **us** on request.

Personal information is not kept any longer than required. **Our** Data Protection policy is available on request.

16. Fraud Prevention, Financial Crime and Proceeds of Crime Act

We are required to cross check clients against the HM Financial Sanctions List, as part of the information gathering process. **We** are obliged to report to the National Crime Agency any evidence or suspicion of financial crime at the first opportunity and **we** are prohibited from disclosing any such report.

17. The Financial Services Compensation Scheme (FSCS)

We are covered by the 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 100% of the first £2,000 and 90% of the remainder of the claim, without any

upper limit.

or

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS;

- online: www.fscs.org.uk
- by phone: 0800 678 1100 or 020 7741 4100

18. Conflicts of Interest

CETA Insurance Limited are part of the ATEC Group.

The ATEC Group also owns Arkel Limited, an MGA who are authorised and regulated by the Financial Conduct Authority, Firm Reference Number 916682.

Arkel Limited provide insurance products for household, caravan and liability business and appear on our panel of insurers.

We have a conflicts of interest policy in place to manage any risk arising by this relationship.

We do not automatically select any individual insurer when we return quotations based on your application. We will only return quotations for you based on the answers which you provide to us. You will need to make your own choice about how to proceed.

When we return a quotation, we list any quotes which we provide in a list format starting from the cheapest premium first. This list is not influenced by any of our insurers.

You can be assured that the way in which We are remunerated by our insurers or finance provider will not conflict with Our responsibilities to treat you fairly and meet your needs.

19. Contact Us

You can contact **us** in one of the following ways;

- By Phone: 01608 647601
- By email: Insurance@ceta.co.uk
- By post: CETA Insurance Limited, CETA House, Cromwell Business Park, Chipping Norton, Oxfordshire, OX7 5SR

If you need to make a claim or complaint, please refer to the claim or complaint section above.

20. Applicable Law

English law applies to your relationship with **us** and will be subject to the jurisdiction of the English Courts.