

Clear
Business

Terms of **Business**

About our **insurance** services

By asking us to quote for, or arrange or handle your insurance you accept and agree to these Terms of Business. If you are unsure of any part of these Terms of Business please contact us by phone: 0161 968 2030 or email: insurance@clearbusiness.co.uk or in writing to Clear Business, No. 1 Dovecote, Old Hall Road, Sale, M33 2GS.



The financial conduct **authority**

The FCA is the independent body that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.



Whose products do we **offer**?

	We offer products from the whole market.
	We only offer products from a limited number of companies.
	We only offer products from a single group of companies.

Which service will we **provide** to you?

	We will advise and make a recommendation for you after we have assessed your needs.
	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. You will then need to make your own choice about how to proceed We may sometimes.

What will you have to pay for our services?

	No fee.
	Should we charge a fee for the provision of services, this fee will be confirmed before we carry out any business for you. For further details please see 'Payment for our services in addition to insurer charges' section on page 6.

About us/who regulates us?

TBO Services Limited t/a Clear Business is an independent insurance broker registered in England (company no. 06489013) authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 498555.

Our permitted business is advising on and arranging deals on investments, assisting in the administration and performance of a contract of insurance, dealing and making arrangements for non investment insurance, credit brokering, debt administration and making arrangements with a view to transactions in investments. You can check this on the FCA's Register by visiting their Website www.register.fca.org.uk and typing in our FRN 498555 or calling the FCA Consumer Contact Centre on **0800 111 6768** quoting our FRN 498555.

What to do if you have a complaint?

First, speak to us – we make every effort to maintain high standards and act fairly at all times, but if we let you down we will try to put things right. We accept complaints by telephone on 0161 968 2030, by email to insurance.complaints@clearbusiness.co.uk or via letter to the Customer Services Manager at Clear Business, No. 1 Dovecote, Old Hall Road, Sale, M33 2GS.

We will then use our formal complaints procedure, a copy which is available upon request and investigate your complaint. If we are still unable to resolve your complaint you may be eligible to use the Financial Ombudsman Service (FOS) to help you (Financial Ombudsman Service, Exchange Tower, London E14 9SR, www.financial-ombudsman.org.uk, Customer Helpline 0800 023 4567) (Available for free on Landline and Mobile) or 0300 123 9123 (costing no more than calls to numbers starting 01 or 02). If you are outside of the UK please call this number: +44207 964 0500. This is in addition to your legal rights.

Eligibility Defined: An individual consumer; a person acting for purposes which are outside your trade, business, craft or profession or a micro enterprise or small business (that employs fewer than fifty (50) people and whose annual turnover is less than £6.5 million and annual balance sheet total does not exceed £5 million) at

the time the complainant refers the complaint; or a charity which has an annual income of less than £6.5 million at the time the complainant refers the complaint; or a trustee of a trust which has a net asset value of less than £5 million at the time the complainant refers the complaint. A consumer who is a member of any business, charity or trust who is complaining as a beneficiary of a group policy. A guarantor in respect of an obligation or liability of a person which was a micro-enterprise or small business as at the date that the guarantee or security was given.

Are we covered by 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. Further information about compensation scheme arrangements is available from the FSCS www.fscs.org.uk.

Definitions

Commercial customer means a customer who is acting within their trade or profession in respect of the insurance cover requested or arranged.

‘You’ or ‘your’ means you (and/or your appointed agent).

‘We’ or ‘us’ or ‘our’ means the firm noted in the heading of this document.

Our service

We are an independent intermediary providing access to several commercial products which will be identified on our correspondence.

We do not give advice and you will be informed of this at the outset. We ask questions to narrow down the selection of policies and supply details of them it will then be your decision on how to proceed. We sell certain products on a net rated basis on these cases we charge a fee instead of commission. If applicable, you will be advised of our charge at the time of purchase.

What **policies** do we offer?

All of our commercial policies are offered from a limited range of insurers please contact us for a current list of the insurers we use. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised. Where we use another intermediary, payment

will be passed on to them rather than directly to the insurer. Usually when sourcing and placing your business with the selected insurer we will act as your agent, we will also act as your agent in the event of a claim. In cases where we do not we will inform you in good time before any arrangements are finalised.

Ownership

As an independent insurance intermediary TBO Services Limited has no direct, or indirect, holding in any insurer and no insurer has any direct or indirect holding in TBO Services Limited.

Quotations/new businesses/ renewals – your duty of fair presentation

You have a Duty of Fair Presentation, which means you must inform your insurers of any material circumstances about your business both accurately and in good faith. A material circumstance is any information which may affect the insurer's view of your risk. On receipt of the new information, we will notify underwriters and take steps to amend your cover to accommodate any changes. It is your responsibility as policyholder to ensure that all material circumstances are declared to insurers both prior to cover commencing and throughout the policy period.

If a fair presentation of the risk is not made, where the failure to do so is deliberate or reckless, or where the insurer would not have accepted the policy had the insurer been told about a material fact or circumstance, then the insurer may treat the policy as if it had not existed and refuse to pay any claims. In other cases, the insurer may only pay part of the value of a claim or impose additional terms. If you are in any doubt as to what constitutes a material circumstance you must contact us immediately. Alternatively, please consult our website for further information at www.clearbusiness.co.uk/business-insurance/duty-of-fair-presentation.

Payments

Payments are accepted by credit or debit card and by instalments. Some of our insurers may provide a Direct Debit facility. Where not available we are able to offer an option through a Third Party Finance Provider. Details of instalments will be discussed and will be supplied in writing if requested. Where a loan is arranged through a finance company you are liable for the whole loan even if your policy is cancelled. You should not stop your monthly payments without first speaking to us. Default on your loan could result in your policy being cancelled and leave you still liable for the outstanding loan. We must point out that any finance agreements that default will incur a £25 charge per default. If you wish to discuss any of the above then please telephone us.

Insurance documents

We may hold on to your insurance documents until we are paid in full or are in receipt of outstanding documentation. Any documents you are required to have by law will be issued.

Payment for our services in addition to insurer's charges

We will provide details of the premium including any fees, taxes and charges separately from the premium before your insurance arrangements are concluded. New Business & Renewals – maximum fee of £10,000 (Pounds). We don't charge any administration fees for adjusting your policy mid term. The insurer pays us a percentage commission from the total premium when we arrange a policy. In some circumstances the insurer may pay an additional bonus if the type of policy reaches specific profit targets. You have the right to request details on how much we've earned from your policy at any point by contacting us. We also receive commission from a Third Party Finance Provider details of which are available upon request.

Claims

You should advise your Insurer immediately in the event of a claim against your policy. Details of how to make a claim are set out on your Insurance Schedule and within your policy documentation. Should you have any problems, please contact us on **0161 968 2030**.

Law & jurisdiction

Insurance is only available to residents of the United Kingdom, Isle of Man and the Channel Islands other than for certain overseas policies. Any disputes will be subject to English Law and the courts of England & Wales will have exclusive jurisdiction.

Method of communication

We'll contact you by email. If you prefer a different communication method, please contact us on **0161 968 2030**. We're here Monday to Friday from 9am to 5.30pm.

Personal data

1. By asking us to quote for, or arrange or handle your insurance, you are confirming:
 - (a) that you have read our privacy policy (available at www.clearbusiness.co.uk/privacy-policy) which forms part of these Terms of Business; and
 - (b) that you do not object to the use and sharing of your personal data, including your contact details, as explained in the privacy policy.
2. Details of our group companies can be found at www.clearbusiness.co.uk/privacy-policy. We or our group companies (or others acting on our behalf) may collect, store and use information about you including:
 - (a) your name, age, gender and date of birth;
 - (b) your home address, telephone number(s) and email address;
 - (c) banking and financial information;
 - (d) information about when you contact us and when we contact you; and
 - (e) information we received when making a decision about quoting for, arranging or handling your insurance (including any information collected from credit reference agencies).
3. Full details of how we may use your personal data can be found in our privacy policy. As a summary, however, we may use your information to:
 - (a) pass to our insurance providers for the purposes of obtaining an insurance quotation/policy; and premium credit providers if you wish to pay for your policy over instalments;
 - (b) provide the services you have requested including operating and managing your account;
 - (c) identify you if you call us about your account;
 - (d) charge you for the services we provide;
 - (e) comply with our legal and regulatory obligations;
 - (f) contact you by email, SMS, letter, telephone or in any other way about our products and services (unless you have asked us not to);
 - (g) search credit reference agencies or fraud prevention agencies; and
 - (h) identify, prevent, detect or tackle fraud, money laundering or other crimes.
4. If you do not wish to receive direct marketing from us or our group companies, you can let us know at any time by emailing us on dataprotection@verastar.co.uk or by writing to us at TBO Services Limited t/a Clear Business, No. 1 Dovecote, Old Hall Road, Sale, M33 2GS or by any other means set out in our privacy policy.

5. We may also share your information with:

- (a) all relevant industry organisations (or others acting on their behalf), based on approved industry processes;
- (b) regulatory bodies, government authorities or ombudsmen schemes;
- (c) credit reference agencies or fraud prevention agencies; and
- (d) any payment system we use.

6. We may monitor and record our communications with you, including emails and phone conversations and use such information for training purposes, quality assurance, to record details about your services and to meet our legal and regulatory obligations.

7. We cannot be held responsible for any incorrect data held in the event of non-disclosure. Under the General Data Protection Regulation ((EU) 2016/679), you have the right of access to your personal records held on files, this can be done by contacting our Customer Services Department by phone to **0161 968 2030** or email to insurance@clearbusiness.co.uk.

Right to **cancel** (cooling off period)

If the policy does not meet your requirements you may have the right to cancel within 14 days of receiving your insurance documents we will inform you at the time if you qualify. The refund given will take into account our setting up fee and the Insurers reasonable charge for your time on cover you will be advised at the time if you qualify.

Cancellation of policy – ending your relationship with us

You should always phone us before any decision to cancel is made. In the event of cancellation, charges for our services may apply in accordance with the right to cancel section above. In addition we do not refund the commission paid to us for arranging the policy. The terms of your policy may allow insurers to retain the premium in full or to charge short period premiums. Please refer to your policy wording or phone us for clarification. No refunds are given on Legal Expenses or Personal Accident cover or where a claim has or is likely to occur. We may require your cancellation request in writing.

Notification of changes, alterations and renewals

Amendments to policies may be arranged upon receipt of full details and on return of the certificate of insurance (if applicable). Cover is subject to acceptance by insurers and payment of any additional premium required inclusive of Insurance Premium Tax (IPT). Renewals are invited on the basis that there have been no changes in the risk other than those specifically notified to us or your insurers.

Insurer security

We will only place cover with insurers who satisfy certain minimum criteria assessed by the rating agencies and/or our own assessment, or for whom you have given us specific approval to use. Whilst the information upon which we rely is obtained from sources considered to be reliable, and we use all reasonable endeavours to review that information in order to protect your interests, predictability of solvency cannot be, and is not, guaranteed by us. The financial standing of any insurer can, of course, change after the insurance contract had incepted. We do not under any circumstances guarantee the solvency of or the ongoing ability of any insurer to meet their contractual obligations.

Transferred business

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

Our liability to you

Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurance cover as acceptance of the limitation of our liability to you and to any other person with an interest in your insurance cover, as follows:

- Except in respect of any claim:-
- resulting from our fraudulent act; or
- resulting from a breach by us of the FCA's rules or Principles of Business; or
- in relation to any liability for death or personal injury resulting from our negligence; or
- in relation to any other liability which cannot lawfully be excluded or limited

Our liability to you (whether in contract, tort (including, without limitation, negligence) or otherwise) shall be limited to £5,000,000 in respect of any and all insurance mediation activities undertaken by us on your behalf over any 12-month period. This Agreement contains all obligations owed by us to you. Our liability shall be strictly limited to direct liability in contract. We expressly exclude any liability for indirect or consequential loss howsoever arising and any and all liability in tort save in relation to liability for our negligent acts causing personal injury or death or other liability expressly reserved by statute.

Bribery and corruption

We have no tolerance for bribery and corruption and this policy extends throughout the company for all of its dealings and transactions in all countries in which we operate. Our anti bribery policy is updated in line with the changes in law, changes in our business and our reputational demands. All employees are required to comply with this policy.

Both parties agree to comply fully with the requirements of the Bribery Act 2010, and will not engage in any of the following activity:

- a) promising or giving of an advantage, financial or otherwise, to another person to bring about an improper performance or to reward such improper performance
- b) requesting, agreeing to receive or accepting of an advantage, financial or otherwise to act improperly
- c) bribe a foreign public official to do or reward them for doing, something improper

Additionally, where applicable, a firm will prevent bribery being committed on its behalf by its employees and third parties.

Sanctions

Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation. We screen all named beneficiaries under the policy/policies against HM Treasury's Consolidated List of Sanctions Targets. We may also screen directors, partners, trustees and/or beneficial owners. Where we identify a sanctions target match we may not be able to provide cover and we may need to inform HM Treasury and other relevant parties. We cannot make payments to a sanctions target without permission from HM Treasury.

Rights of third parties

Unless otherwise agreed between us in writing no provision of this Terms of Business is enforceable under the Contracts (Rights of Third parties) Act 1999 by any person other than you or us.