



**CPU Group Ltd**  
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# Terms of Business Agreement

CPU Group Ltd (CPU) is an appointed representative of Advent Solutions Management Limited (ASM) which is authorised and regulated by the Financial Conduct Authority. CPU's FCA Register number is 420206 and ASM's is 308751, this can be checked on the FCA Register by visiting the FCA website [www.fca.gov.uk/register/](http://www.fca.gov.uk/register/) or by contacting the FCA on 0845 6061234.

This Terms of Business Agreement comes into force on the day it is received by you and remains in force until it is replaced; in the absence of any written agreement to the contrary it sets out the terms of our relationship with you, our Client, for the provision of non-investment insurance contracts. We act as the agent of the client unless stated otherwise.

## **Our Services**

We are Independent Insurance Intermediaries and our service includes assisting you in the arranging of your insurance needs, arranging any insurance cover with Insurers to meet those needs, and helping you with any ongoing changes you need to make. We are able to arrange insurance cover on all general insurance contracts and we offer products from a single insurer. We also handle claims on behalf of our insurers.

## **Treating Customers Fairly**

We have a documented policy of "Treating Customers Fairly" that requires us to ensure that:

1. Customers clearly understand the nature of the services we provide.
2. Customers clearly understand the risks of the covers placed.
3. We communicate in an open, transparent and easily understandable manner and have a clear understanding of Customers demands and needs.
4. We will not promise to provide services we are not able or equipped to deliver.
5. Our complaints procedures will be clear, unambiguous and impartial.

## **Duty of Disclosure**

It is important that you understand that any information, statements or answers made by you to your insurer or us are your responsibility and must be correct. Your attention is particularly drawn to the importance of the declaration and signature on any Insurers' Proposal Forms/Website or Quotation. Facts material to the insurance are matters or information which may influence your Insurer as to the acceptability or otherwise of your Proposal or Renewal and must be disclosed at the earliest opportunity and certainly no later than at each Renewal.

Some information such as that required to allow us to update our Serial Asset Register must be advised to us immediately and We cannot be held liable for the late supply of or any errors in this information

## **Documentation**

All documentation will be sent to you as soon as possible. When a policy is issued you are strongly advised to read it carefully as it is that document, including the schedule/certificate, that details the policy terms and conditions of the insurance contract you have purchased. If you are in any doubt over any of the policy terms or conditions, please refer to CPU for further clarification. You are advised to keep copies of all documentation sent to or received from us for your own protection in a place of safe keeping.

## **Our Remuneration**

The method of remuneration for the services we provide is in the form of a percentage of the insurance premium (known as brokerage or commission). We reserve the right to make charges in addition to any insurance premiums, for the arranging, amending, and renewing of any policy of insurance. Any such charges will always be advised to you before you purchase the insurance and before they are incurred.

We hold client money subject to a non-statutory trust. This means that we are not entitled to and may not use client money held on behalf of one client to pay another client's premium before the premium is received from that other client, nor 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 receive commission until we have received the relevant premium from the client.



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### **Claims**

In the event of a claim you must notify us immediately (with as many details as possible) you will register your claim online, by telephone, or we will send you a claim form and we will advise you of what to do next, and, if necessary pass the relevant details on to the insurance company.

If you are unsure whether any incident or occurrence constitutes a claim or not, contact us and we will be happy to advise you.

### **Payment**

We normally accept payment by cheque or bank transfer or direct debit.

### **Complaints**

We are committed to ensuring that you are treated in a well-informed manner and that we provide you with a high level of customer service at all times. However should you have any cause for complaint you should in the first instance contact our Head of Operations at 75-77 Cornhill, London EC3V 3QQ, [cpu@cpu.co.uk](mailto:cpu@cpu.co.uk), 0845 872 2156. If your complaint cannot be handled immediately we will respond within five working days and inform you who is handling the complaint and also advise you when you may expect an answer from us. We will provide a written response within twenty business days from the original receipt of the complaint should it still be outstanding, if it cannot be resolved within this timescale we will write with an explanation as to the progress and the likely timescale involved.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

A copy of our full complaints procedure is available on request.

### **Cancellation**

Most insurance policies carry a charge if they are cancelled within the first year. Please check your policy documentation for further information or ask a member of staff for clarification. When a claim is made within the current insurance year and subsequently the policy is cancelled, it is common for many insurers not to allow any return premium.

You agree that we may lapse or cancel your policy midterm, following suitable reminders if any monies, documentation or other relevant information remain outstanding unless we or the insurer has agreed specific terms. Should you wish us to continue handling any claims following the cancellation or transfer of business, we will negotiate a fee for this.

### **Financial Services Compensation Scheme**

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 the compensation scheme is available from the FSCS. [www.fscs.org.uk](http://www.fscs.org.uk)

### **Law and Jurisdiction**

All documents including policies will be issued in English. These terms of business will be governed by and construed in accordance with the Law of England and Wales and any disputes hereto may be determined by the Courts in England and Wales.

### **Data Protection**

Both parties shall comply at all times with the Data Protection Act 1998 (DPA) and any replacement thereof in addition to any regulations made under DPA and in particular with the data protection principles set out in the DPA and with all relevant guidelines and guidance notes issued from time to time by the Information Commissioner as applicable to each of the parties.

Any data including any personal information provided by you may be held by us in relation to your insurance cover. It may be used by us in making a decision concerning your insurance and for the purpose of servicing your cover and administering claims. Information may be passed to motor engineers, loss adjusters, solicitors, reinsurers or other service providers for these purposes. We and insurers may obtain information about you from credit reference agencies, fraud prevention agencies and others to check your credit status and identity. The agencies will record those enquiries, which may be seen by other companies who make their own credit enquiries. If you provide false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may use these records to:

1. Help make decisions on insurance proposals and insurance claims, for you and members of your household
2. Trace debtors, recover debt, prevent fraud, and manage your insurance policies
3. Check your identity to prevent money laundering, unless you furnish us with satisfactory proof of identity.

This may involve the transfer of your information to countries which do not have Data Protection laws. Under Data Protection legislation, you can ask us in writing for a copy of certain personal records held about you. A charge may be made for this service.