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# **TERMS OF BUSINESS AND PRACTICES**

**LUPTON DEL PRINCIPE ASSOCIATES LIMITED TRADING  
AS THE CHANNEL PARTNERSHIP**

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The purpose of this document is to set out the basis of the way in which we conduct our business. What follows is a summary of the principles and practices which govern the way we operate. By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these terms of business.

The Channel Partnership is the trading name of Lupton Del Principe Associates Limited which is authorised and regulated by the Financial Conduct Authority (FCA). This can be checked on the FCA register at <https://register.fca.org.uk/> or telephone 0800 111 6768.

The principles of utmost good faith and integrity have been enshrined within the London insurance market for over 300 years. These same principles form the basis of our business culture.

## Our service

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We are an insurance intermediary and the permissions granted to us by the FCA allow us to deal with non-investment insurance contracts. We deal with both advised and non-advised sales. We shall let you know in writing if we arrange insurance for you but do not offer advice. We aim to treat our customers fairly at all times. In providing our service, we may sometimes act as an agent of the insurer. We will inform you if this situation arises.

If you are unsure about any aspect of our terms of business or have any questions regarding our relationship with you, please contact us.

## Insurers

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Following an analysis of the market, we use a limited number of insurers who are best suited to our requirements. We are not obliged to conduct business in this manner, but do so in the best interests of our clients. You may ask us for a list of the insurers we deal with.

Whilst we are unable to guarantee the solvency of any insurer, stringent checks are made on all markets used.

## Documentation

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We will confirm in writing details of all covers effected including the identity of the insurer. Our aim is to provide all correspondence in a simple and understandable format. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy and claims may not be paid. In the event of any remaining areas of uncertainty, please contact us. Our staff are always happy to clarify the cover provided. We want to make it easy for you to do business with us. We monitor to ensure prompt production of policy documentation by insurers.

**We recommend that you retain all paperwork relevant to your insurances, as this may be useful for future reference.**

## Payment

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We will provide you with a quotation before your insurance arrangements are concluded. This will tell you the total price to be paid and identifies any fees, taxes and charges separately from the premium. Some insurers include terms of settlement on certain contracts; others require that the premium be paid within certain strict guidelines. This is a condition of the policy and must be complied with to ensure that payment schedules are met in full. Failure to meet deadlines can lead to a policy being cancelled and render the contract void.

## Remuneration and other earnings

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We receive remuneration for our services by receiving a percentage of the insurance premium by way of commission or brokerage. Alternatively, an agreed administration fee for placing and /or administering the insurance may be charged or in some instances a combination of a fee and brokerage. Our commission will be deducted upon receipt of the premium from you (unless your insurer indicates to the contrary) and consistent with market practice this will be before we pay the money to insurers.

We may earn income in a number of other ways. Some insurers may provide efficiency fees or production over-riders periodically to reflect the benefit of receiving large amounts of business from a single source that has been handled promptly and efficiently. Occasionally certain insurers may pay a commission to us to reflect the profitability of our account with them. On request we will be pleased to provide information about any remuneration and other earnings received by us in the handling of your insurances.

## Cancellation of your insurance and refunds

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Your insurance contract may include a cancellation clause. The terms of your policy may allow insurers to retain the premium in full or in part in the event of cancellation before the policy expires. In the event of a refund of premium due to cancellation or otherwise when our remuneration has been earned, our brokerage or fees will not normally be returnable but are always in line with our remuneration policy detailed above.

We would also draw your attention to the section headed 'Ending your relationship with us', which you will find towards the end of the document.

## Conflict of interests

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Occasions can arise where we, one of our associated companies, clients, or insurers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will advise you of the potential conflict and explain how it has arisen. We will also take appropriate action to avoid any detriment to you. This may, for example, involve the creation of "ethical barriers", where we act for you and another party in the same transaction, in order to restrict access to your information to those acting on your behalf.

## Introductions

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We may enter into agreements for the introduction of business to the company. The agreements provide for the remuneration of such introducers.

## Confidentiality and data protection

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This is a summary of how we use relevant information about you to arrange and administer your insurance. This information includes details such as your name, address and contact details and other information that we collect about you in connection with arranging and administering your insurance. This information may also include more sensitive details such as information about your health and any criminal convictions you may have and other sensitive information. Our full privacy statement can be found on our website [www.the-channel-partnership.co.uk](http://www.the-channel-partnership.co.uk), or can be provided on request. You should review our privacy statement to ensure that you understand how we use data and your rights in respect of that data.

We will process any personal information we obtain in the course of providing our services in accordance with Data Protection Law and we have policies and procedures in place to protect and manage that information. We treat all

information provided by our clients as private and confidential and we will always work to ensure that personal data is processed lawfully, fairly and in a transparent manner and in compliance with Data Protection Law. This may require us to enter into other written agreements with you to enable us to comply with Data Protection Law.

Personal data that we collect will only be disclosed in the normal course of negotiating insurance transactions undertaken on behalf of our clients and administering insurance. We will however need to use and disclose information provided by our clients which may include personal and sensitive personal data in order to obtain insurance quotations and in the course of arranging, placing or administering insurance. This may involve passing information on to insurer(s), other intermediaries and other product or service providers which supply us with business and compliance support in relation to such insurance. We may also need to pass such information on to industry regulators, auditors or in the event that the information is requested by a court of competent jurisdiction. The use and disclosure of your personal data by various insurance market participants such as intermediaries, insurers and reinsurers is further explained in The Lloyds and London Insurance Market Core Uses Information Notice. Our core uses and disclosures are consistent with this notice and we recommend you review this document which can be accessed via a link in our privacy notice.

Depending on the circumstances or nature of the insurance we may need to transfer personal data out of the jurisdiction of the European Economic Area. If this is necessary, we will always ensure that the data is protected as required by Data Protection Law.

We may use personal data for research, statistical analysis and crime prevention including the investigation of fraud. Sometimes we will also contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will only do this however in accordance with our obligations under Data Protection Law.

In some circumstances, we will need to pass information about you on to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and in particular where you have requested a premium instalment plan. This may include details of your payment record to us.

Where using personal data relies on the consent of individuals, we will obtain that consent or ensure that the consent is obtained in accordance with Data Protection Law. Where this is the case, individuals will be entitled to withdraw that consent. That may mean however that we are unable to arrange, place or administer your insurance properly.

If you have supplied us with personal or sensitive personal information relating to another individual or a third party, you must ensure that you have done so in compliance with Data Protection Law and provide the information to them which is required to be provided to individuals under Data Protection Law. This includes making them aware of their rights and of how we use their data and obtaining their consent where it is required in accordance with Data Protection Law.

In some cases, individuals will have the right to ask us to stop using their data, to tell us that they no longer want to receive information from us, to ask us to correct information we have about them or to ask us for the information we hold about them. Full details of these rights under Data Protection Law and how to enforce those rights are set out in our privacy statement on our website.

If at any time an individual wants us, or any company associated with us, to cease processing any personal data or sensitive personal data we hold, or to cease contacting them about products and services, they should write to our Compliance Officer.

“Data Protection Law” means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data.

## Premium payment agreement

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You may be offered the opportunity to pay premiums by instalments by bank transfer. Once established we are not permitted to change any schedule unless previously advised in writing. All premiums notified as part of an instalment plan must be completed as per the contract. Any failure to meet the financial requirements can prejudice the contract and render it voidable.

## Claims

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To assist us to process any claim made by you it is vital that you notify us promptly when an incident, which may give rise to a claim, occurs. Delays may prejudice negotiations and entitle the insurer to repudiate the claim. In the event of uncertainty, the incident should always be reported. For assistance and advice please get in touch with your contact at The Channel Partnership.

## Complaints

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In the event that our service does not meet your expectations, we ask you to make a complaint to us by contacting our Compliance Officer, either by telephone or in writing. We will acknowledge your complaint promptly, explain how we will handle it, and tell you what you need to do. We will keep you informed of the progress of your complaint.

We will handle your complaint fairly and, as part of our quality procedures, we will use it to maintain and improve our client service.

Should you remain dissatisfied you may have the right to refer the matter to the Financial Ombudsman Service (FOS) or to an Approved Dispute Resolution Facility. We enclose documentation detailing our Complaints Procedure.

## Financial Services Compensation Scheme

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We are a member of the Financial Services Compensation Scheme (FSCS), which means you maybe entitled to compensation if we cannot meet our liabilities. Further information about the compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## Your duty to make a fair presentation of the risk

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Your insurance is based upon the information provided to the insurance company and you are required to present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before the setting up or renewal of your insurance policy is concluded, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it.

In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers. A senior manager is anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured.

If you deliberately or recklessly (i.e. without care) fail to comply with your obligations to present the risk fairly, insurers may avoid the policy. This means they can retain all premiums and treat the policy as if it never exist and refuse to make any claims payments. You could also be obliged to repay any claims payments that had already been made.

If you fail to present the risk fairly, but your failure was neither deliberate nor reckless, insurer's response will depend upon what would have happened if you had complied with your obligations:

- a) if insurers would not have provided the policy, they may treat the policy as if it never existed, refuse to make any claims payments and demand the return of any claims payments already made. However, insurers would have to return any premium payments already made;
- b) if insurers would have provided the policy but on different terms, the policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being met in part or in full;

- c) if insurers would have provided the policy but charged a higher premium, insurers may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment under the policy.

All statements and facts disclosed on proposal forms, statement of facts, claim forms and other documents should be full, true and accurate and must be given after undertaking a reasonable search, including consulting with your senior management.

It is your responsibility to make sure that the information to be submitted to the insurer is presented in a way that the insurer will find reasonably clear and accessible. Where a large amount of information is provided you will need to ensure that it is organised in a structured way with appropriate indexing and signposting to enable the insurer to navigate to what is important.

## Third Party (Rights Against Insurers) Act 2010

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Where an insured becomes insolvent and has incurred a liability to a third party, the third party may be entitled under the Third Party (Rights Against Insurers) Act 2010 (“the Act”) to make a claim against the relevant insurer directly. Pursuant to this right the third party will be entitled under the Act to obtain policy information from any party it believes holds that information including the insured’s broker. That party has twenty-eight days in which to comply with the request for information. Where we receive a request under the terms of the Act we will contact you and discuss the request before releasing any information.

If we are unable to make contact with you we will not be in breach of our duty of confidentiality to you by releasing information in response to such request, even where it transpires that you are not insolvent, nor have you incurred a liability to the third party, provided we have made reasonable efforts to establish the facts.

## Ending your relationship with us

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Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these terms of business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.



Lupton Del Principe Associates Limited is registered in England. Registered office: 1st Floor, Block B Lawes House, 66 - 68 Bristol Road, Portishead, North Somerset, United Kingdom, BS20 6QG. Company No. 03151266. Lupton Del Principe Associates Limited is authorised and regulated by the Financial Conduct Authority FCA No. 300035

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