

## Key Facts Document & Terms of Business

Collegiate Management Services Limited, 2<sup>nd</sup> Floor, 18 Mansell Street, London, E1 8FE

**This document contains important details about Collegiate Management Services Limited (CMS), how we are regulated, and the basis upon which we will provide services to you. Please study this carefully to make sure that our services are right for you.**

Collegiate Management Services Ltd is an Underwriting Agent and as such, we act for and on behalf of the insurance undertaking.

An **Underwriting Agent** is tied to one or more insurance companies. They will provide services solely in respect of a single insurance product (or in some cases, a range of insurance products) of the insurance companies they are tied to.

### Who are we?

Collegiate Management Services Limited is an insurance intermediary. We have binding authorities to write the following lines of business:

- **Professional Indemnity Insurance** for Independent Financial Advisers and a range of other professions. This authority is provided by AmTrust Europe Limited
- **Professional Indemnity Insurance** for Mortgage Intermediaries. This authority is provided by AXA Insurance.

### Who regulates us?

Collegiate Management Services Limited is authorised and regulated by the Financial Conduct Authority (FCA), the independent watchdog that regulates financial services in the United Kingdom. Our Financial Services Register number is 307301.

Our permitted business is arranging and administering insurance contracts.

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

### Which insurers do we do deal with?

We only deal with AmTrust Europe Limited and AXA Insurance.

### How we are remunerated?

We receive a commission payment from the insurance company with which the insurance is placed. This amount will usually be calculated as a percentage of the insurance premium and the percentage will have been contractually agreed with the insurance company. We earn different percentages for different classes of business and from different insurance companies. In addition we have agreements with each Insurer that we act for that if our account with them meets certain pre-agreed profit targets we will receive an additional payment from them based on a share of the profit in excess of the target agreed.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

If you would like further details on the precise method of calculation of the agreement you are insured under please contact Richard Turnbull, Underwriting Director at the address shown above.

## What we agree to do for you

In our capacity as underwriting agent of AmTrust Europe Limited and AXA Insurance, we will provide you with a quotation for Professional Indemnity Insurance based on the proposal information submitted. We agree to perform the following services with regards to providing the quotation:

### 1. Providing quotation details

We will provide you with details of the quotation issued under our authority from AmTrust Europe Limited or AXA Insurance. These details will include:

- a. key features of the quotation
- b. any conditions and subjectivities
- c. a specimen policy wording (if requested)
- d. method of payment and availability of instalment facilities

### 2. Explaining the policy terms, conditions and exclusions

If requested, we will help you with any queries you may have regarding the terms, conditions, and exclusions of cover.

The onus is on your firm's senior management to consider carefully the quotation and terms of the policy.

In our capacity as underwriting agent, we can provide any explanations you require concerning the policy wording used by AmTrust Europe Limited or AXA Insurance for your profession. If you wish to receive independent advice then you need to contact an insurance broker.

### 3. Policy documentation

We will forward policy documentation to you within 30 days. Policy wordings are also available on our website [www.collegiate.co.uk](http://www.collegiate.co.uk)

### 4. Renewal

We will notify you when your policy falls due for renewal and, where possible, provide a quotation upon receipt of the completed renewal proposal form.

## What you agree to do

### 1. Providing information

#### Duty of fair presentation

- i. Before this insurance contract is entered into, the Insured must make a fair presentation of the risk to the Insurer, in accordance with Section 3 of the Insurance Act 2015. In summary, the Insured must:
  - a) Disclose to the Insurer every material circumstance which the Insured knows or ought to know. Failing that, the Insured must give the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
  - b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
  - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

ii. **For the purposes of clause i.a) above, the Insured is expected to know the following:**

- a) If the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
- b) If the Insured is not an individual, what is known to anybody who is part of the Insured's senior management; or anybody who is responsible for arranging the Insured's insurance.
- c) Whether the Insured is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the Insured. The information may be held within the Insured's organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the Insured is insuring subsidiaries, affiliates or other parties, the Insurer expects that the Insured will have included them in its enquiries, and that the Insured will inform the Insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

iii. **Remedies for a breach of the duty of fair presentation under the Insurance Act 2015**

In the event of a breach by the insured of the duty of fair presentation the insurer may apply the following remedies if the insurer shows that, but for the breach, the insurer:

- a) would not have entered into the contract of insurance at all; or
- b) would have done so only on different terms.

A breach for which the insurer has a remedy against the insured is referred to as a "qualifying breach" and can be either:

- a) deliberate and reckless; or
- b) neither deliberate and reckless

*Deliberate or reckless breaches*

If a qualifying breach was deliberate or reckless, the insurer:

- (a) may avoid the contract and refuse all claims, and
- (b) need not return any of the premiums paid.

*Other breaches*

If a qualifying breach was neither deliberate nor reckless:

a) If, in the absence of the qualifying breach, the insurer would not have entered into the contract on any terms, the insurer may avoid the contract and refuse all claims, but must in that event return the premiums paid.

b) If the insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms if the insurer so requires.

c) In addition, if the insurer would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the insurer may reduce proportionately the amount to be paid on a claim.

"reduce proportionately" means that the insurer need pay on the claim only X% of what it would otherwise have been under an obligation to pay under the terms of the contract (or, if applicable, under the different terms provided for by virtue of paragraph b), where;

$$X = \frac{\text{Premium actually charged}}{\text{Higher premium}} \times 100$$

## 2. Payment of the premium

You agree to pay the premium, tax, and fees within our terms of credit.

We are the agent of the insurer for the purposes of receiving premiums; payment to us will satisfy your obligation to make payment to the insurer.

You undertake that the premium will be paid in full to Collegiate Management Services Limited by either enclosing a cheque with your *Acceptance of (Renewal) Terms and Declaration of No Alteration in Material Facts*, by bank transfer or being accepted for our premium instalment facility

If the premiums due under the insurance policy have not been so paid to Collegiate Management Services Limited by the date they are due, Collegiate Management Services Limited shall have the right to cancel the insurance policy by notifying you in writing.

However, the full policy premium shall be payable to Collegiate Management Services Limited in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under the policy.

It is agreed that Collegiate Management Services Limited shall give you not less than 7 days prior notice of cancellation. If premium due is paid in full to Collegiate Management Services Limited before the notice period expires, notice of cancellation shall automatically be revoked. If not, the insurance policy shall terminate from the first day of cover for which premium has not been received.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

## 3. Notifying claims

It is your responsibility under the terms of the policy to notify claims to:

Collegiate Claims  
Collegiate Management Services Limited  
2<sup>nd</sup> Floor  
18 Mansell Street  
London E1 8FE

You agree to give immediate written notice to us if you receive any claim or discover any loss of documents during the policy period.

In addition, if you discover any circumstance during the policy period, you shall give immediate written notice to us.

## 4. Claims handling

You agree to co-operate with us as agent of AmTrust Europe Limited and AXA Insurance in the handling of claims in accordance with the policy terms and conditions.

## 5. Providing further information

You agree to deal with requests for further information in a timely manner.

## 6. Understanding the terms and your insurance

You agree to read the terms of any quotation and policy documentation that we provide to you and to query anything with us that you do not understand.

## Ownership

Collegiate Management Services Limited is owned by a holding company, Collegiate Limited. Collegiate Limited is wholly owned by AmTrust Europe Limited.

## Privacy and Data Protection Act

Collegiate Management Services Ltd (the Data Controller) is committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation. Below is a summary of the main ways in which we process your personal data, for more information please visit our website at [www.collegiate.co.uk](http://www.collegiate.co.uk)

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes, for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We may transfer your personal data to destinations outside the European Economic Area (“EEA”), and we will ensure that it is treated securely and in accordance with the Legislation.

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict processing, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases, the retention period will be for maximum period of 7 years following the expiry of our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

## What do you do if you have a complaint?

We are committed to provide a high level of service and doing all we can to ensure our customers are happy. However, if at anytime you are dissatisfied with the way your insurance arrangements have been handled then please write to:

Richard Turnbull  
Underwriting Director  
Collegiate Management Services Limited  
2<sup>nd</sup> Floor  
18 Mansell Street  
London E1 8FE

Telephone: 020 7459 3456

If we are unable to resolve the complaint to your satisfaction, then you may be entitled to refer it to the Financial Ombudsman Service [FOS] – [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Are you protected 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.

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 – [www.fscs.org.uk](http://www.fscs.org.uk)