

# Connoisseur Underwriting

A division of Connoisseur Policies, Ltd.,  
being a subsidiary company to Anthony Wakefield & Co. Ltd.

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Authorised and Regulated by the Financial Conduct Authority No. 307545

## A guide to your Insurance, our Responsibilities and for completing a Proposal Form

When you propose for Insurance and you find the premium and conditions acceptable, we shall normally be able to start the Insurance when you have completed the website application.

**Commercial Customers only:** If your Insurance is arranged wholly or mainly for purposes related to your trade, business or profession, you have a duty to disclose all material facts, whether or not the insurer asks for specific information. This duty applies throughout the life of your policy and when you renew your Insurance. Material facts are any facts that may influence the Insurer's decision to accept the policy and/or what terms are applied. Failure to disclose a material fact may invalidate your Insurance and could mean that your claim will not be paid. Under the Insurance Act 2015, you need to undertake a 'reasonable search', before answering questions and the presentation of your risk needs to be 'clear and accessible'; so called 'data dumping' without clear signposting is not acceptable. The presentation does need to be made by a 'responsible' person.

**Consumers only;** You must take reasonable care not to make a misrepresentation to the Insurer. This means that all the answers you give and statements you make as part of your Insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the Insurers, this could mean that part or all of a claim may not be paid. The Consumers Insurance Act 2012 applies to you.

You may feel that you need help with some aspects of your Proposal Form. Connoisseur Underwriting does not provide you with formal advice, but you may call us and we shall do our best to give you good guidance. You acknowledge that we shall not be liable to you for such guidance, under any circumstances.

It is your responsibility to make sure that your Sums Insured are adequate. Your Wines and Spirits Sums Insured should be an accurate reflection of the basis of settlement offered by the policy. You will hold us harmless for all decisions you make in this regard.

Payment of premium is due immediately and must be paid before cover starts or renews. If you have not paid the renewal premium by the renewal date, your policy will no longer be in force and you will not be able to make any claims under it.

If you find out later that you already have Insurance in place (by mistake) for the risks that you are now proposing, at our discretion, we shall refund half of the applicable premium. There are three provisos. First, the other Insurance must be for a similar (but not identical) form and extent of cover, second, we shall only make this refund if the other Insurers agree to do the same and third, you may only claim for and during the existing period of Insurance.

Premium returns may not be made if you have had a claim before canceling.

For your protection, we will hold premiums and claims monies received [if applicable] in accordance with Financial Conduct Authority rules in either a statutory or non-statutory account. No interest thereon earned by us in respect of each transaction shall be returned to you unless such amount exceeds £20.

We levy an Underwriting Fee of 6% of net premium. Any change in this level will be advised to you, prior to purchase of the insurance or its renewal.

We or insurers may levy a fee for Financial Conduct Authority charges and FSCS levy. This will be advised to you prior to purchase of the insurance or its renewal.

New rules mean that if you feel that the policy you have bought or its renewal is inappropriate for your needs, you may have a “cooling off” period of 14 days from the start of the policy period. Providing this “cooling off” period applies to you, there have not been any losses during the 14 day period and you return all certificates and other documentation to us, we shall return your premium paid less an amount that is in proportion to the extent of the service already provided to you no later than 30 days from the date on which we receive your notice of cancellation. By exercising your right to cancel, you withdraw from the contract of Insurance as of the date of your notice. This right to cancel does not apply to policies where the activity or event being insured is of less than one month’s duration. Your notice should be sent in writing to Connoisseur Underwriting to the address below.

In all other cases, we shall be entitled to retain or recover our annual fee or other reward in full if you “double insure” or if cancellation of the policy is allowed partway through the first period of Insurance. Please note that some policies are not cancellable by you as of right either within or after the “cooling off” period.

All personal information about you shall be treated as private and confidential [even when you are no longer a customer], except where the disclosure is made at your request, with your consent, in relation to administering your insurance or where the law requires it. As part of the Financial Conduct Authority’s duties, we may be asked to provide them with access to our customer records in order that they may carry out a review of our activities. Some or all of the information you supply to us will be held on computers or file servers and may be passed to other insurance companies for underwriting and claims purposes.