1. Accepting Our Terms of Business

By asking us to obtain a quotation, arrange insurance, amend a policy, arrange a renewal, assist with a claim or otherwise provide our services, you confirm that you have read and agree to these Terms of Business.

If you are acting for more than one policyholder, you confirm that you have authority to provide instructions on behalf of the other policyholder(s) and will keep them informed of relevant decisions and information.

Please contact us if you need these Terms in an alternative format or require additional support to understand them.

2. Our Regulatory Status

South East Kent Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority (FCA), FRN 310346. Our permitted activities include insurance distribution and credit broking in connection with insurance instalment facilities.

You can verify our authorisation and permitted activities on the FCA Financial Services Register.

3. Our Commitment to You

- We will act honestly, fairly and professionally and have regard to your interests.
- We will provide information clearly, fairly and not misleadingly and consider what information you need and when you need it.
- We will provide a good standard of service and communicate important information in good time.
- We will protect confidential information and personal data in accordance with applicable law.
- We will identify and manage conflicts of interest fairly.
- We will provide appropriate support where we become aware that a customer may need additional help.

4. Helping You Decide

We provide information about insurance products and options and, unless we expressly tell you otherwise, we do not provide a personal recommendation. You remain responsible for deciding whether a particular policy is suitable for your circumstances.

We may ask questions about your circumstances and requirements so that we can narrow the products available to those that may meet the information you provide. Asking these questions does not, by itself, mean that we have provided a personal recommendation.

Where we cannot identify a product that meets all the requirements you have told us about, we will explain the relevant limitations or differences so that you can make an informed decision.

5. The Capacity in Which We Act

We are an insurance intermediary and are not an insurer. Our role and capacity can vary by transaction. We will tell you, where applicable, whether we are representing you or acting for and on behalf of an insurer.

Where we have authority to act as an insurer's agent, we will make this clear before the relevant transaction is concluded.

6. Our Insurance Market and Panel

We generally use a limited number of insurers and underwriting facilities rather than conducting a search of the whole market. We will tell you the scope of our service where this is relevant to your decision.

Our current panel includes Ageas, Allianz, Collingwood, Covea, ERS, KGM, NIG, Sabre and Zurich. We may also use another intermediary or underwriting agency where appropriate.

The availability of insurers can change. We do not guarantee the financial solvency of any insurer.

7. Ownership

As at the date of these Terms, we do not have a direct or indirect holding representing 10% or more of the voting rights or capital of any insurer, and no insurer or its parent undertaking has such a holding in South East Kent Insurance Services Ltd.

8. Products, Services and Your Needs

We will use the information you provide to identify insurance products and services that may meet your stated requirements. You must provide complete and accurate information and tell us promptly if your circumstances change.

The final decision to accept a risk, the terms offered and the price charged rests with the insurer.

9. Payment for Our Services and Remuneration

We may be remunerated by commissions from insurers, product providers and premium finance providers and by fees paid directly by customers. The applicable remuneration depends on the service and transaction.

Service	Fee
Quotation	No charge
New business	£50
Renewal	£25
Policy adjustment / mid-term adjustment	£25
Cancellation	£25

Where a fee is payable, we will tell you the amount before you become liable for it, or before the insurance contract is concluded, whichever is earlier. If an amount cannot reasonably be known in advance, we will explain the basis of calculation.

The quotation or renewal information will identify the total price and, where applicable, separately identify our fee, insurance premium, taxes and other applicable charges.

Insurer commissions are generally calculated as a percentage of the insurance premium. We may receive different commission rates from different insurers or product providers. This does not change our obligation to act in your interests.

If you are a commercial customer, you may request disclosure of commission received by us or an associate in connection with your policy. Where required, this will be provided promptly in cash terms, estimated where necessary, or with the calculation basis.

10. Premium Finance

Where premium finance is offered or arranged, the finance is provided by Close Brothers Premium Finance (CBPF). We use CBPF as our premium finance provider.

Premium finance is separate from the insurance contract. Using premium finance costs more overall than paying the insurance cost in full because interest and/or other finance costs may apply. Before you enter into the relevant arrangement, we will provide the applicable finance cost information, including the cost of paying in full, the cost with finance and the difference between those amounts.

We receive commission from CBPF for arranging premium finance. Our current CBPF commission is calculated at either 4.34% or 5.1% of the interest charged under the relevant finance agreement. The exact monetary amount varies according to the individual agreement and will be disclosed as required.

The existence and nature of this commission, our relationship with CBPF, the method used to calculate it and the applicable amount will be disclosed through the relevant premium finance sales and documentation process.

Commission disclosure applies where relevant to new business, renewals, mid-term adjustments and additional lending. Our premium finance commission does not remove our obligation to consider the customer's interests and manage conflicts fairly.

Alternative payment arrangements may be available. Where an alternative is available, we will explain the relevant terms so you can compare your options.

11. How Money Is Handled

Where our agreement with an insurer provides that we act as the insurer's agent for collecting premiums or handling refunds, money received or paid in that capacity will be treated in accordance with that agency arrangement and the FCA client money rules.

We will tell you where the capacity in which we handle money is relevant. The applicable insurer arrangement and payment instructions determine how the money is treated.

12. Cancellation of Insurance

If you ask us to cancel a policy, you may contact us by telephone, email or in writing. We will process the request in accordance with the insurer's terms and any applicable statutory or contractual rights.

Our standard cancellation fee is £25. The insurer may also apply cancellation charges or retain some or all of the premium in accordance with the policy terms.

Where a statutory or contractual cooling-off period applies, we will explain the relevant cancellation rights and any applicable exceptions or charges.

If the policy has been financed, cancelling the insurance does not necessarily cancel or settle the premium finance agreement. A balance may remain payable to the finance provider after any insurer refund or adjustment.

13. Ending Your Relationship With Us

You may instruct us to stop acting for you once any outstanding premiums, finance amounts and fees for completed transactions have been dealt with. Written instructions will normally take effect when received.

We may end our relationship where permitted by our agreement and applicable law. Where appropriate, we will give reasonable notice. Circumstances may include non-payment, failure to provide required information or documents, material misrepresentation or non-disclosure, fraud, or threatening or abusive behaviour.

Ending our relationship does not remove liability for transactions already concluded or amounts already due. We may retain remuneration or fees where we are contractually entitled to do so.

14. Your Responsibilities – Consumers

- Take reasonable care to answer our questions fully and accurately.
- Provide complete and accurate information at inception, renewal and when making changes.
- Tell us promptly about changes that may affect your insurance or our ability to provide our service.

- Read your policy documents, schedule, Statement of Fact, declarations and other documentation and tell us immediately if anything is incorrect or does not provide the cover you require.
- Pay premiums, fees and finance instalments when due.
- Follow policy conditions, warranties and claims notification requirements.

Incorrect, incomplete or misleading information may affect the policy, the terms offered or the handling of a claim.

15. Your Responsibilities – Commercial Customers

A commercial customer has a duty to make a fair presentation of the risk to the insurer, including disclosing every material circumstance that the customer knows or ought to know following a reasonable search.

Material circumstances include information that would influence the judgement of a prudent insurer in deciding whether to accept the risk and, if so, on what terms. Information should be presented clearly and in a way that enables the insurer to understand its significance.

You should allow sufficient time before inception and renewal to make a fair presentation and tell us about material changes during the policy period.

If the duty of fair presentation is breached, the insurer's remedies will depend on the circumstances and may include avoidance, application of different terms or proportionate reduction of a claim.

16. Processing Your Personal Data

We process personal data in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and other applicable data protection legislation.

We may process information such as your name, address, contact details, date of birth, insurance and risk information, financial information and claims information, where relevant to providing our services.

We use personal data to provide quotations, arrange and administer insurance, arrange premium finance where requested, manage policies and claims within our service, meet legal and regulatory obligations, prevent fraud and manage our business. We may share relevant information with insurers, premium finance providers, product providers, other intermediaries, service providers and regulators where legally permitted or required.

Where we process special category data or criminal offence data, we will rely on the applicable lawful basis and additional conditions required by data protection law.

Our Privacy Notice explains how we collect, use, share, retain and protect personal data and the rights available to you. It is available at www.sekis.co.uk.

You may contact us about your data protection rights or how your information is used. Marketing communications will be sent only where permitted by law, and you can ask us to stop marketing communications at any time.

17. Credit Checks

We, insurers and premium finance providers may use information from credit reference agencies, fraud prevention agencies and other organisations where permitted and necessary to assess risk, prevent fraud, determine payment options or administer finance.

Where a credit reference search is carried out, it may be recorded on your credit file. The relevant provider's privacy information will explain the type of search and how information may be used.

Close Brothers may carry out its own creditworthiness, fraud prevention, identity and other checks when you apply for premium finance. Those checks are part of the finance provider's assessment and are separate from the insurance assessment we undertake.

18. Conflicts of Interest

Conflicts of interest can arise between our interests and those of a customer, or between customers. We will seek to identify, prevent and manage conflicts fairly.

Where a material conflict cannot be managed in a way that ensures fair treatment, we may disclose the conflict to you and, where appropriate, decline to act or take other steps required by applicable rules.

Our receipt of commission from insurers, product providers or premium finance providers is managed as part of our remuneration and conflicts arrangements. We do not allow remuneration to override our obligations to customers.

19. Claims

Follow the claims notification and cooperation requirements in your policy documents and notify the insurer promptly when a claim or incident occurs.

Where we have agreed to assist with a claim, we will provide assistance within the scope of our service. The insurer is responsible for deciding whether a claim is covered and for settling the claim in accordance with the policy.

20. Supporting Customers and Vulnerability

Anyone can experience circumstances that make it harder to engage with financial services. If you have a disability, illness, communication difficulty, bereavement, financial difficulty or another circumstance that means you need additional support, please tell us.

We will take reasonable steps to understand and respond to your support needs, communicate in a way that is appropriate for you and avoid creating unnecessary barriers to accessing our services.

You do not need to disclose more information than is necessary to help us support you.

21. Complaints

If you are dissatisfied, please contact us as soon as possible so that we can investigate and put matters right where appropriate.

Complaints can be made by post, telephone or email:
South East Kent Insurance Services Ltd – For the attention of: Complaints
Britannic House, 70 High Street, Ramsgate, Kent, CT11 9RS
Telephone: 01843 585666
Email: info@sekis.co.uk

Our complaints procedure is available free of charge on request. We will acknowledge, investigate and respond in accordance with the applicable FCA complaints rules.

If you are eligible and remain dissatisfied after our final response, you may be able to refer your complaint to the Financial Ombudsman Service (FOS). Eligibility and time limits depend on the circumstances and applicable rules. Information is available at www.financial-ombudsman.org.uk.

22. Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) in respect of certain insurance mediation activities. Eligibility and the amount payable depend on the circumstances and type of claim.

For insurance broking, FSCS currently states that compulsory general insurance is protected at 100% and other general insurance is generally protected at 90%, subject to FSCS rules and applicable circumstances. Some types of insurance have specific protection arrangements.

Further information is available at www.fscs.org.uk.

23. Combating Financial Crime

We maintain reasonable procedures to identify and manage financial crime risks and to comply with applicable legal and regulatory obligations.

We may ask for information or evidence relating to identity, address, payment details, ownership, source of funds or other matters where required or appropriate.

We may use fraud prevention and other checks and may be required to report suspicions to the appropriate authority. Where the law prevents us from disclosing information about such a report or investigation, we may be unable to tell you the reason.

24. Sanctions

We may screen customers, payments and transactions against applicable UK financial sanctions information and other relevant sources.

If we identify a sanctions concern, we may be unable to arrange or continue a transaction, make or process a payment, or provide a service. We may also be required to make a report to the Office of Financial Sanctions Implementation (OFSI) or another authority.

We will act in accordance with applicable sanctions legislation and relevant insurer and finance-provider requirements.

25. Changes to These Terms

We may update these Terms where necessary to reflect changes to our services, legal or regulatory requirements, or the way in which we operate.

Where a change is material, we will provide or make the updated Terms available in good time and, where appropriate, before your next renewal or transaction.

26. Contact Details

South East Kent Insurance Services Ltd
Britannic House
70 High Street
Ramsgate
Kent
CT11 9RS
Telephone: 01843 585666
Email: info@sekis.co.uk
Website: www.sekis.co.uk
FCA FRN: 310346

Important: These Terms explain our normal arrangements and responsibilities. They do not replace the wording of an individual insurance policy, premium finance agreement, insurer documentation or other contractual document. Applicable legal, regulatory, policy or contractual requirements take precedence.

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