Chartered
Chartered Insurance Institute

March 2021
Version 1.2

Corporate Chartered Terms and Conditions

Financial Planners
Insurers
Insurance Brokers
Insurance Underwriting Agents

Standards. Professionalism. Trust.

Contents

Please read this document before completing the application form. It contains important explanations and guidance relating to your application for corporate Chartered status and details the rules you must meet to be accepted, including required evidence and the obligations associated with corporate Chartered status.

We have prepared a step by step guide to completing the application to help you on a smooth journey to becoming a Chartered firm. The guidance can be found on the CII website.

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Terms & Conditions

These "Terms & Conditions" will apply to any agreement between the Chartered Insurance Institute and you in relation to the corporate Chartered status scheme (the "**Scheme**") pursuant to which The Chartered Insurance Institute may grant corporate Chartered status to an entity as Chartered Insurers, Chartered Insurance Brokers, Chartered Financial Planners or Chartered Insurance Underwriting Agents (as appropriate). Corporate Chartered status is subject to renewal on an annual basis.

Please read these Terms & Conditions carefully and make sure that you understand them. You should save them for future reference.

By ticking the box on Section 4 of the application form, "Terms and Conditions" (or signing under the appropriate section of the CCS renewal declaration form), you ("the **Applicant**") acknowledge that you have read and accept these Terms & Conditions and the CCS Rules, as amended on the website from time to time and that you agree, confirm, represent and undertake as set out below.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Terms & Conditions.

Agreement: the agreement between the CII and the Applicant in respect of CCS in accordance with these Terms & Conditions.

Business Day: a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London.

CII: The Chartered Insurance Institute, a corporate body formed under Royal Charter, with Company Number RC000104, having its principal office at 3rd Floor, 20 Fenchurch Street, London, EC3M 3BY.

CCS Benefits: the benefits granted to an entity by the CII as a consequence of being awarded CCS, including without limitation the benefit of the Licence.

CCS Rules: the CII's Corporate Chartered Status Rules, as amended and updated from time to time and attached at Schedule 1 of these Terms & Conditions..

CCS: Corporate Chartered status in accordance with the Scheme.

Chartered Financial Planners: an organisation carrying on business as a provider of financial planning services with CCS.

Chartered Insurers: an organisation whose main regulated business is one of effecting and/or carrying out contracts of insurance (non-investment and/or investment) with CCS.

Chartered Insurance Brokers: an organisation carrying on business as an insurance broker (meaning as an independent intermediary who acts for clients in respect of any non-investment insurance contract, offering or selling the products of more than one insurer) with CCS.

Chartered Insurance Underwriting Agents: an organisation that underwrite on behalf of the risk carrier or taker with CCS. This includes, but it not limited to MGAs and coverholders.

Guidance: the CII's publication entitled "Corporate Chartered: A smooth journey to becoming Chartered", copies of such guidance material being available on the CII website.

Licence: a non-exclusive, non-transferable licence to use CII logos, signs and Trademarks in accordance with CCS Rule 11.

1.2 Clause headings do not affect the interpretation of these Terms & Conditions.

1.3 A person includes a corporate or unincorporated body (whether or not having a separate legal personality).

1.4 Words in the singular shall include the plural and vice versa.

1.5 Any reference to these Terms & Conditions (or provisions or documents within them) shall be construed as being a reference to them as in force at the date of application (save for any amendments or variations made from time to time in accordance with the provisions of these Terms & Conditions).

1.6 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it and any former statute or statutory provision which it amends or re-enacts.

1.7 A reference to "writing" or "written" does not include faxes or emails save that faxes or emails may be used for routine day-to-day communication.

2. CII criteria and grant of CCS

2.1 The Applicant confirms to the CII that on the date of acceptance of these Terms & Conditions it fully satisfies the criteria for CCS, as set out in these Terms & Conditions, the CCS Rules and the Guidance, and that it shall, throughout any period of CCS that may be granted to it pursuant to the Scheme (and any subsequent renewal of CCS), continue to fully satisfy the criteria for CCS.

2.2 Where the CII, in its sole discretion, is satisfied that the Applicant fully satisfies the criteria for CCS, it shall grant CCS to the Applicant for a period of a year.

3. CCS rules

3.1 The CCS Rules, along with all Schedules attached to these Terms & Conditions, are available on the CII website and shall be deemed incorporated into this Agreement.

3.2 The CCS Rules may be amended or varied by the CII from time to time in accordance with paragraph 17 of the Rules and such amended or varied Rules shall apply pursuant to the Agreement.

3.3 The Applicant undertakes to the CII that it shall comply in full with the CCS Rules throughout any period of CCS that may be granted to it pursuant to the Scheme (including any subsequent renewal of CCS).

4. Representations and warranties

The Applicant represents and warrants to the CII on the date of acceptance of these Terms & Conditions and on the date of each annual application for renewal of CCS in accordance with the CCS Rules as follows:

a) Where the Applicant is a private or public limited company or a limited liability partnership, it is duly incorporated, trading (meaning active, not dormant) and validly existing under the law of its jurisdiction of incorporation.

b) The Applicant has the power and authority to execute, deliver and perform its obligations under the Agreement and the transactions contemplated by them.

c) The execution, delivery and performance of the obligations in, and transactions contemplated by, the Agreement does not and will not contravene the Applicant's constitutional documents (if any), any agreement or instrument binding on the Applicant or its assets, or any applicable law or regulation.

d) All information provided by the Applicant to the CII, including statements made in the Applicant's initial application for CCS and any renewal application, are and remain true, accurate and complete (to the best of its knowledge after all due enquiry and having fully considered the intent, spirit and purposes of such statements).

e) The Applicant has taken all necessary action and obtained all required or desirable consents to enable it to execute, deliver and perform its obligations under the Agreement and to make the Agreement admissible in evidence in its jurisdiction of incorporation (where applicable). Any such authorisations are in full force and effect.

f) The Applicant's obligations under the Agreement are, subject to any general principles of law limiting obligations, legal, valid, binding and enforceable.

g) No litigation, arbitration or administrative proceedings are taking place, pending or, to the Applicant's knowledge, threatened against it or any of its assets which may materially affect the Applicant's application for CCS and/or adversely affect the reputation and integrity of the CII, the Personal Finance Society (PFS), their members and/or the holders of CCS or otherwise bring the profession into disrepute.

h) No event or circumstance is outstanding which constitutes a default under any agreement or instrument which is binding on the Applicant, or to which its assets are subject, which might have a material adverse effect on the Applicant's ability to perform its obligations under the Agreement.

5. Joint and several liability

Where the Applicant is a partnership, each partner shall be jointly and severally liable for their obligations under the Agreement.

6. Transfer

The Applicant shall not assign any of its rights or transfer any of its obligations under the Agreement or enter into any transaction, which would result in any of those rights or obligations passing to another person without the prior written consent of the CII.

7. Remedies

In the event that the Applicant is in material or persistent breach of its obligations pursuant to the Agreement (including the CCS Rules), and where such breach is capable of remedy fails to remedy such breach within 30 days of being required to do so by written notice, the CII may terminate the award of CCS and/or take any of the actions set out in paragraph 12 and 13 of the CCS Rules.

8. Entire agreement

The Agreement and the documents referred to in it constitute the entire agreement and understanding in relation to its subject matter thereof, and shall supersede any prior promises, agreements, representations, undertakings or implications whether made orally or in writing between the parties. No amendment to the Agreement will be effective unless in writing and signed by the CII.

9. Waiver

9.1 Any waiver of any right or consent under the Agreement is only effective if it is in writing and signed by the waiving or consenting party. Any waiver applies only in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision in other circumstance.

9.2 No delay or failure to exercise any right under the Agreement shall operate as a waiver of that right.

9.3 No single or partial exercise of any right under the Agreement shall prevent any further exercise of the same or any other right under the Agreement.

9.4 Rights and remedies under the Agreement are cumulative and not exclusive of any rights or remedies provided by law or otherwise.

10. Severance

10.1 The invalidity, unenforceability or illegality of any provision (or part of a provision) of the Agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

10.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to give effect to the commercial intention of the parties.

11. Costs

The Applicant agrees that it shall promptly pay to the CII on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any value added tax on those costs and expenses) which the CII incurs in connection with the preservation, or exercise and enforcement, of its rights under or in connection with the Agreement or any attempt so to do.

12. Third party rights

Save as expressly provided for otherwise in the Agreement, a person who is not a party to the Agreement shall not have any rights to enforce its terms.

13. Notices

13.1 Notice, request, demand, or other general communication under the Agreement shall be:

a) in writing, emailed to a designated individual for both parties or delivered personally or sent by pre-paid first-class post; and

b) sent:

i) to the CII at:
3rd Floor, 20 Fenchurch Street,
London, EC3M 3BY
Attention: Professional Standards Director

ii) to the Applicant at: the address provided to the CII in the Applicant's application for CCS Attention: Responsible Member or to such substitute address notified by one party to the other in writing.

13.2 Any notice or other communication given by the CII shall be deemed to have been given:

a) if delivered by hand, at the time of actual delivery; and

b) if posted, at 10.00am (local time of destination) on the second Business Day following the day on which it was dispatched by pre-paid first-class or recorded delivery post, provided that a notice given as described in clause 14.2 (a) or clause 14.2 (b) on a day which is not a Business Day (or after normal business hours in the place of receipt) shall be deemed to have been received on the next Business Day.

13.3 In proving the giving of a notice it shall be sufficient to prove that delivery in person was made or that the envelope containing the communication was properly addressed and posted by pre-paid first-class post or recorded delivery.

13.4 CII does not accept service of any legal proceedings by e-mail and this Clause 13 should be construed accordingly.

14. Governing law and jurisdiction

14.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Corporate Chartered Status
Schedule 1: The CCS Rules

Schedule 1: The CCS Rules

Objectives

All capitalised terms that are not defined in the CCS Rules shall have the definition applied to them in the Terms & Conditions.

The objectives ("Objectives") of these CCS Rules are as follows:

1) To establish and maintain a corporate Chartered status scheme whereby corporate entities in the insurance and financial profession are certified as having met enhanced practice standards.

2) To set out the terms by which a CCS Entity is granted CCS with the CII.

3) To set out the terms on which a CCS Entity may publicise such grant through the use of certain marks, signs, trademarks and collective marks of the CII pursuant to the Licence contained at paragraph 11 of the CCS Rules ("the Licence").

Acknowledgements

These CCS Rules serve as an acknowledgement that:

1) CCS is an indication to clients and prospective clients, that they will be provided with the highest levels of service, expertise and integrity.

2) Any behaviour which tends to lower (or is capable of lowering) the reputation of CCS, the Chartered Insurance Institute ("CII") or Personal Finance Society ("PFS") or otherwise brings the profession into disrepute (including discourtesy in whatever form to clients, prospective clients, former clients and staff and other members of the CII or PFS) or which represents a breach of these CCS Rules may result in the CII's withdrawal of any current CCS or refusal to grant a new application for CCS

3) Any competitive advantage accruing under Objective 3 is not the primary aim of the scheme (i.e. it is not designed as a marketing opportunity for participating Entities) and that the primary aim is to inform clients and prospective clients that the CCS holder adheres to the standards referred to in Objective 1 and aspires to exceed the minimum standards of the relevant regulator(s).

4) The loss of CCS (as a result of breaching the CCS Rules or otherwise) may, of course, carry adverse consequences in terms of publicity.

In order to be granted and/or be permitted to renew and retain CCS as Chartered Financial Planners, Insurance Brokers, Insurers or Insurance Underwriting Agents a CCS Entity must comply, to the satisfaction of the CII, with the CCS Rules.

In these CCS Rules, the expression "CCS Entity" shall mean an entity (whether legally distinct or not) which has been granted CCS by the CII in compliance with these Rules and which CCS remains in full force.

1. Laws of the CII

Each CCS Entity must ensure that the conduct of its business (including that of its staff, whether individual members of the CII or not) is in compliance with the CII/PFS Code of Ethics, the CII Charter/Bye-laws and the CII Board Regulations (each as amended from time to time) and all relevant requirements of the CII from time to time published (together the "Laws of the CII").

2. Compliance issues

a) Failure by a CCS Entity to comply and/or to ensure compliance with the applicable provisions of the Laws of the CII and/or these CCS Rules may result in (amongst other things):

- suspension and/or withdrawal of CCS; or
- suspension and/or withdrawal of certain CCS benefits; and/or
- suspension and/or withdrawal of the Licence; and/or
- the imposition of restrictions and conditions on renewal.

For further details of the powers of the CII, please see paragraphs 12 and 13.

The CII reserves the right to publicly announce its decisions and determinations in relation to CCS, both as to its award/renewal and its suspension, withdrawal or any other decision it makes.

b) The CCS Entity shall be responsible to the CII for ensuring compliance (and shall be responsible for any failures of compliance) with these CCS Rules by the CCS Entity itself and, to the extent applicable, by any of its staff (whether or not they are individual members of the CII).

3. Classes of CCS

a) The CII may grant only one of the following separate classes of CCS to a CCS Entity:

- Chartered Financial Planners;
- Chartered Insurance Brokers;
- Chartered Insurers;
- Chartered Insurance Underwriting Agents

b) The class of CCS granted to a CCS Entity shall be that class stated in the application form submitted to the CII by the CCS Entity provided it meets all relevant requirements of such class.

c) The grant of CCS shall be valid for one year from the date of grant, subject to suspension or withdrawal in accordance with these CCS Rules. In order to retain CCS, a CCS Entity must submit a renewal application to the CII within the time limits set from time to time by the CII.

4. Guidance

The CII has published detailed guidance in connection with applications for the grant of CCS including the criteria to be satisfied, (as amended and varied from time to time) relevant to the class of CCS granted to the CCS Entity. In the event of any conflict or inconsistency between the CCS Rules, CCS Terms and Conditions and the Guidance, the order of precedence shall be as follows:

a) The Terms & Conditions
b) The CCS Rules; and
c) The Guidance: A Smooth Journey to Becoming Chartered

5. CCS Minimum requirements

The CII requires each CCS Entity to:

a) satisfy the criteria for CCS set out in the eligibility criteria for each class;

b) have an employee or officer who personally holds the CII Chartered title in respect of the class of CCS being applied for (or holding a comparative title acceptable to the CII) and who will be the ongoing point of contact for CCS purposes ("Responsible Member"). In the case of a limited Company, the Responsible Member will be a statutory director of the limited Company; In a case where the CII exercises its discretion in accordance with paragraph 12 a) i) to recognise an Appropriate Management Team (as defined in the Glossary) of a specialist Division (as defined in the Glossary) of an organisation and the Responsible Member is not a member of the statutory Board of, nor an equity partner in, the CCS Entity, the Board of the CCS Entity must appoint a CCS Sponsor, acceptable to the CII, who has responsibility for oversight of CCS.

c) have policies and operate corporate governance and other systems that ensure high standards of risk management, internal record keeping, and professional development, training and competency programmes;

d) promptly notify the CII of any investigation commenced by any other professional, statutory or regulatory body or authority into its conduct or affairs or that of its staff (whether or not they are individual members of the CII), taking all reasonable steps to obtain any required permission for such notification to the CII; and

e) promptly notify the CII of the full details of any sanction imposed or applied by any other professional, statutory or regulatory body or authority against it or any member of its staff (whether or not they are individual members of the CII).

Each CCS Entity must comply in full with the above requirements.

6. Responsible Member

The Responsible Member of a CCS Entity shall be responsible for:

a) completing and signing the initial application and subsequent renewal applications for CCS and ensuring and certifying that all the information provided to the CII is true, accurate and complete to the best of their knowledge after all due enquiry and having fully considered the intent, spirit and purposes of such statements;

b) ensuring that the Appropriate Management Team of the CCS Entity is fully aware of the Laws of the CII and that the CCS Entity takes all reasonable steps to ensure compliance with them;

c) notifying the CII in writing within 14 days of any failures of compliance by the CCS Entity with the Laws of the CII and these CCS Rules or any other requirements from time to time published by the CII in connection with CCS;

d) notifying the CII in writing within 14 days of change in eligibility or material change of the CCS Entity's details, as contained in its application form (or latest annual renewal application), including its name, address, contact details, registered company number and Responsible Member; and

e) promptly responding to the CII in relation to any enquiries raised or requests for information or documents.

7. Fees

Each CCS Entity must pay the application fees and renewal fees for CCS and any other fees as specified from time to time by the CII. Failure to pay fees when due may lead to the withdrawal or suspension of CCS or the imposition of restrictions and conditions for continued CCS.

The Responsible Member may be subject to personal disciplinary proceedings if in default of this paragraph 7.

8. Continuing professional development and training

Each CCS Entity must:

a) establish a general training programme for all staff in accordance with the guidance material;

b) establish a formalised staff development programme with core values and practices that align with the CII/PFS Code of Ethics; and

c) facilitate compliance with the CII's Continuing Professional Development requirements by CII qualified staff who are individual members of the CII/PFS.

The training programmes mentioned in paragraphs (a) and (b) are to be accessible to all relevant employees (whether individual members of the CII or not). All relevant staff are to be encouraged to participate in the above training and staff development programmes.

9. Contribution to the development of the profession and building public trust

The insurance and personal finance sectors are on a journey to becoming a united, trusted profession.

Each CCS Entity is expected to:

a) contribute to this journey, for example through:

- Support of CII local institute activities;
- Participation in other specialist practice groups relevant to the insurance and personal finance sector;
- Participation in forums organised by the CII and PFS regions or other relevant bodies producing good practice guidance.

Community visibility and active corporate social responsibility (CSR)

b) contribute to building public trust in the profession through community visibility and active Corporate Social Responsibility (CSR), for example through:

- Participation in community/charitable activities;
- Raising awareness among its staff of the importance of public trust as measured with the CII's Public Trust Index;
- Appearances in the local media to answer consumer questions;
- Additional or pro bono activities that promote community and social responsibility.

10. Diversity and Inclusion

Each CCS Entity must:

a) have a Diversity & Inclusion policy (which may also be known as an Equality & Diversity or Equal Opportunities policy) in operation to demonstrate that it actively promotes equal opportunities. This policy should be published and available to all of the CCS Entity's staff, including all those with responsibility for implementing decisions and/or actions that could lead to inequality should be aware of the policy and how it applies to their role.

b) on request, provide the CII with a copy of its policy and demonstrate how the policy is implemented within the CCS Entity. For example, through having a board sponsor for the Diversity & Inclusion (D&I) policy, a D&I staff forum, and/or D&I training for managers, bearing in mind the size of firms.

11. Use of CII marks, signs, trademarks and collective marks

a) On the grant of CCS the CII grants to the CCS Entity a non-exclusive, non-transferable licence ("the Licence") of the corporate Chartered Financial Planners or Chartered Insurance Brokers or Chartered Insurers or Chartered Insurance Underwriting Agents marks, signs, trademarks and collective marks ("the Trademarks") and the associated copyright and design rights, as in design guidelines from time to time issued by the CII ("the Design Guidelines") (together, "the Intellectual Property"). The Licence is for use solely in the provision professional advice and services ("the Services") in the field of financial planning or insurance broking or insurance services as applicable ("the Permitted Field") in the United Kingdom (or such other territory as the CII, in its sole discretion, may agree in writing) in accordance with these CCS Rules. The Licence granted to the CCS Entity shall, save as hereinafter provided, remain in force until the cessation of CCS under these CCS Rules. The Licence is subject to suspension, withdrawal and/or revocation by the CII at any time entirely at its discretion, as set out in these CCS Rules.

b) The CCS Entity must ensure that all use and representation of the Trademarks in relation to the Services in the Permitted Field is precisely as depicted and required in the Design Guidelines **cii.co.uk/membership/join-us/chartered/corporate-chartered/communicating-your-chartered-status/** from time to time issued by the CII. For the avoidance of any doubt, these provisions apply to all advertising, promotional, business and other documents and materials in whatever medium, including without limitation the internet, which make use of the Trademarks.

c) The CCS Entity must only use the Trademarks strictly in accordance with and for the purposes authorised in these CCS Rules.

d) The CCS Entity must not use the Trademarks in any way which would tend to allow them to become generic, lose their distinctiveness or become liable to mislead the public. The CCS Entity must not use the Trademarks in a manner so as to result in their dilution, including without limitation incorporating the Trademarks into another Trademark or name or words.

e) In applying for the grant or renewal of CCS the CCS Entity acknowledges and agrees that:

i) the CCS Entity shall not directly or indirectly use or permit the use of the Trademarks or any substantially or confusingly similar name or mark whether on its own or as part of another name or mark (including trading, corporate or business name) in the Permitted Field or otherwise except in accordance with these CCS Rules;

ii) the CCS Entity shall not directly or indirectly register or permit the registration of the Trademarks or any other trademark incorporating the Trademark or any substantially or confusingly similar name or mark;

iii) nothing in these CCS Rules shall prevent or restrict the CII from using the Trademark whether on their own or in conjunction with any other name or mark for any goods or services outside of the Permitted Field.

f) The goodwill in the Trademark so far as it is inherent in the Services in the Permitted Field generated as a result of the CCS Entity's use of the Trademark in accordance with these CCS Rules shall accrue to the CII. Each CCS Entity acknowledges and agrees that it shall not under these CCS Rules or as a result of its use of the Trademarks in accordance with these CCS Rules or otherwise be expressly or impliedly granted or derive or accrue any goodwill or other rights whatsoever (including without limitation rights of use) in the Trademarks whether in relation to the Services in the Permitted Field or otherwise or in relation to any other services.

g) The CII gives no condition, warranty or stipulation in connection with the rights licensed pursuant to this paragraph and hereby excludes all conditions, warranties and stipulations express or implied, statutory or otherwise which but for such exclusion would or might subsist in favour of the CCS Entity. Each CCS Entity undertakes not to do anything, whether through its acts or omissions, which would or might jeopardise or invalidate the CII's rights in the Intellectual Property.

h) The CII may arrange at its absolute discretion for the Licence to be registered with any Intellectual Property registry in the United Kingdom (or any other territory in the world), with any registration costs to be borne by the CII. The CCS Entity shall promptly sign or depose to such documentation as may be required to effect the recordal of the Licence in the United Kingdom (or other territory) at the request of the CII.

i) The CCS Entity shall promptly notify the CII of any potential or actual infringement of the Intellectual Property which is brought to its attention and any threatened or actual legal action or allegation that the use by the CCS Entity of the Intellectual Property infringes third party intellectual property rights. The CII shall decide in its absolute discretion whether and what steps (if any) should be taken to prevent or curtail any infringement or in respect of any third party allegation, at its cost. The CCS Entity shall provide all reasonable assistance to the CII (at the CII's cost) in any legal action or other steps taken to curtail any infringement of the Intellectual Property or in relation to any third party allegation.

j) The CCS Entity must not re-engineer, repurpose, alter, modify, revise or re-fashion the trademarks in any way.

12. Rights, powers and discretions of the CII

a) All grants and/or renewals of CCS are at the CII's discretion and the decision of the CII on all such matters (including, for the avoidance of doubt, satisfaction of the criteria for CCS set out in the guidance material) shall be final and binding. In connection with the review and assessment of applications for CCS (new or renewal) by reference to these CCS Rules and any review and assessment of the continuation or possible suspension or withdrawal of CCS, the CII shall have the following rights, powers and discretions ("Powers and Discretions"):

i) to recognise the Appropriate Management Team of a specialist Division of an organisation whose principal business is not financial planning, insurance broking, insurance, or an insurance underwriting agent as being subject to the same requirements as the Board of a Company or the partners in a partnership;

ii) in relation to the award of CCS to a specialist Division, to make the grant of CCS subject to such restrictions and conditions as it may specify, including (without limitation) restricting the use of the CCS marks, signs, Trademarks and collective marks to the letterhead, documents and publicity materials of that specialist Division only;

iii) to recognise Chartered titles from other awarding bodies as being comparable to

the CII's individual Chartered title, providing the title held is directly relevant to the individual's principal area of work and the awarding Chartered body has a Code of Ethics comparable to that of the CII. The CII may at its sole discretion allow a Responsible Member of a Larger Firm (see Glossary) to hold a comparable Chartered title. In all cases, the Responsible Member must be a CII member;

iv) to withhold, suspend or withdraw CCS in accordance with paragraph 12(c)) below

v) to withhold, suspend or withdraw CCS where the CII determines that to do so is appropriate and/or necessary for the protection of the reputation and integrity of the CII, PFS, their members and/or the holders of CCS or otherwise brings the profession into disrepute, including (without limitation) where the relevant CCS Entity or any member of its staff (whether individual members of the CII or not) are subject to sanction or investigation under the disciplinary rules of the CII or any other relevant professional, statutory or regulatory body or authority.

vi) The CII shall have discretion as to these CCS Rules and their application to CCS Entities in any given circumstances. The CII may, at its absolute discretion, override and/or make exceptions to these CCS Rules, including but not limited to circumstances where the CII considers that it is appropriate and/or necessary for the protection of the reputation and integrity of the CII or the PFS, their members and/or the holders of CCS.

b) The "Powers and Discretions" shall be exercised and administered by the Professional Standards Department of the CII or such other department (the "Responsible Department") as may be determined from time to time by the CII Board. Each CCS Entity acknowledges and agrees that the decisions of the Responsible Department as to the exercise by the CII of its Powers and Discretions under these CCS Rules shall be final and binding, subject only to any determination to the contrary resulting from an internal review of such exercise in accordance with paragraph 12 d) and notified in writing to the relevant CCS Entity.

c) A CCS Entity which is dissatisfied with the exercise of Powers and Discretions by the Responsible Department in relation to that CCS Entity may request an internal review of such exercise by the Professional Standards Director of the CII. If, following a review by the Professional Standards Director, the relevant CCS Entity remains dissatisfied with the exercise of Powers/Decisions in relation to that CCS Entity, it may request an internal review of such exercise by the CCS Supervisory Board. The exercise of Powers and Discretions by the Responsible Department shall be and remain valid and binding unless and until otherwise determined in writing by the Professional Standards Director or CCS Supervisory Board (as the case may be).

All requests in accordance with this paragraph for a review of the exercise of Powers/Decisions shall be in writing and must be notified to the Responsible Department within 30 days of the exercise of the relevant Powers and Discretions (or, in the case of a request for a review by the CCS Supervisory Board, 30 days of notification of the outcome of the Professional Standards Director's review). No late requests shall be permitted. In the case of a review by the CCS Supervisory Board only, the relevant CCS Entity may make written submissions not exceeding 2,000 words (or such higher limit as the Chair of the CCS Supervisory Board shall approve in writing) which shall be circulated to all members of the Supervisory Board for their consideration (no other representations (verbal or written) will be permitted). The CII may, at its sole discretion, decline a request to carry out any review of the exercise of Powers and Discretions where it considers such request to be frivolous or vexatious.

d) Unless otherwise determined by the CII Board, the CCS Supervisory Board shall comprise not less than three members, one of which shall be the chair, to be drawn from the CII's Independent Review Pool.

13. Powers/Decisions

Without prejudice to the rights of the CII pursuant to paragraph 14 (Termination):

a) Where the CII has reason to believe or suspect non-compliance by a CCS Entity with these CCS Rules, the CII may, at its absolute discretion:

i) suspend CCS for a stated or undetermined period to allow relevant investigations or for any other purpose;

ii) suspend CCS benefits (e.g. participation in adviser search facilities) for a stated or undetermined period and/or;

iii) impose such conditions or restrictions in relation to CCS as it thinks fit.

b) Where the CII determines that there has been non-compliance by a CCS Entity with these CCS Rules, the CII may, at its absolute discretion:

i) withdraw CCS;

ii) withdraw all CCS benefits and/or;

iii) impose such conditions or restrictions in relation to future applications for CCS as it thinks fit.

c) Where the CII determines, at its absolute discretion, that it is appropriate and/or necessary for the protection of the reputation and integrity of the CII, the PFS, their members and/or the holders of CCS, including where the relevant CCS Entity or any member of its staff are subject to sanction or investigation under the disciplinary rules of the CII or any other relevant professional, statutory or regulatory body or authority, the CII may invoke any of the powers referred to in paragraphs (a) and (b).

d) The CII reserves the right to publicly announce its decisions and determinations in the event that any power referred to in paragraphs (a), (b) or (c) is invoked against a CCS Entity.

14. Termination

a) Without limiting its other rights or remedies, the CII may terminate and withdraw CCS with immediate effect by giving written notice if:

i) the CCS Entity suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

ii) the CCS Entity commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than (where a company) for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction of the CCS Entity);

iii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the CCS Entity other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction of the CCS Entity;

iv) a creditor or encumbrancer of the CCS Entity attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

v) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the CCS Entity;

vi) a floating charge holder over the assets of the CCS Entity has become entitled to appoint or has appointed an administrative receiver;

vii) a person becomes entitled to appoint a receiver over the assets of the CCS Entity or a receiver is appointed over the assets of the CCS Entity;

viii) any event occurs or proceeding is taken with respect to the CCS Entity in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-paragraphs i. to vii. (inclusive) above;

ix) the CCS Entity suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

x) the CCS Entity seeks formally to challenge the registration or validity of any of the CII's marks, signs, Trademarks and collective marks, including without limitation those referred to in these CCS Rules;

xi) the CCS Entity is under investigation, sanction or threat of disbarring by the instruments of governmental or other competent authorities in existence in respect of the services of Financial Planners or Insurance Brokers or Insurers (including without limitation the Financial Conduct Authority and Prudential Regulation Authority or any equivalent of them); or

xii) the CCS Entity breaches any terms of these CCS Rules.

b) Upon termination of CCS in accordance with this paragraph or otherwise:

i) the Licence shall immediately be deemed revoked;

ii) provisions that are, objectively, designed to survive termination of CCS shall survive termination of CCS; and

iii) the CCS Entity shall deliver up to the CII or otherwise dispose of or destroy at the sole discretion of the CII all packaging, containers or other items bearing the Trademarks and all advertising, promotional, business and other documents and materials in whatever medium, including without limitation the internet which make use of such signs and marks.

c) Without limiting its other rights or remedies, the CII may terminate CCS with immediate effect by giving written notice to the CCS Entity if the CCS Entity fails to pay any amount due under these CCS Rules.

d) The CII shall have the right to terminate the CCS of a CCS Entity by giving three months' written notice (or such shorter period as may be agreed with the CCS Entity). For the avoidance of doubt, the provisions of this paragraph are without prejudice to the right of the CII to terminate CCS in accordance with paragraphs 13 and/or 14.

e) A CCS Entity may withdraw from and end its CCS at any time on giving written notice to the CII. For the avoidance of doubt, no refund of fees shall be payable.

15. Indemnities

a) Each CCS Entity shall observe and comply with all applicable laws, enactments, regulations, codes of practice and similar instruments of governmental or other competent authorities from time to time in force in respect of the services they provide (including without limitation the Financial Conduct Authority Handbook and Prudential Regulation Authority Handbook or their equivalent relating to delivery of those services and the Bribery Act 2010) and shall at all times be solely liable and responsible for observance of and compliance with them.

b) Each CCS Entity shall at all times (notwithstanding any suspension or termination of CCS) be liable for, indemnify and hold harmless the CII (together with its officers, servants and agents) against, any and all losses, damages, costs, liabilities, third party and legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the CII arising out of the performance or non-performance by that CCS Entity of its obligations pursuant to these CCS Rules (including any third party claim against the CII relating to the CII marks, signs, Trademarks and collective marks referred to in these CCS Rules and the CCS Entity's use thereof) or resulting from any and all liability claims arising from the services the CCS Entity provides.

16. Limitation of liability

a) Nothing in these CCS Rules shall limit or exclude the CII's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; or (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

b) Subject to paragraph 16(a):

i) the CII shall not be liable to a CCS Entity, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with CCS or these CCS Rules; and

ii) the CII's total liability to a CCS Entity in respect of all other losses arising under or in connection with CCS and these CCS Rules, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the annual fee for CCS then applicable to the relevant CCS Entity (provided that, where a CCS Entity is in default of any fee payment obligations under these CCS Rules, the liability of the CII shall be reduced by the amount of any such default).

c) Except as set out in these CCS Rules, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

17. Notices

a) Any notice or other communication required to be given under or in connection with these CCS Rules shall be in writing and shall be delivered personally or sent by prepaid first-class post, recorded delivery or by commercial courier, to the registered office or principal place of business of the party to be notified, or sent by email to the email address of the CCS Entity provided to the CII for this purpose.

b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 10.00am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next business day after transmission.

c) This paragraph shall not apply to the service of any proceedings or other documents in any legal action.

18. Entire agreement

These CCS Rules (together with the other documents referred to herein) constitute the whole agreement between the CII and the Entity regarding CCS and supersede all previous understandings or agreements between them.

19. Variation

The CII may from time to time, at its absolute discretion, amend or vary these CCS Rules and/or guidance materials by publishing such amended or varied schedule and/or guidance material on the CII's website. Any such amended or varied CCS Rules schedule and/or guidance material shall take effect immediately upon publication on the CII's website.

20. Non-assignment

The grant of CCS shall be personal to the CCS Entity. No assignment or transfer of CCS (or any rights or benefits under these CCS Rules) is permitted.

21. Non-waiver

No failure or delay by the CII in exercising or pursuing any claim right or remedy arising under these CCS Rules or from any breach by a CCS Entity of any of its obligations under these CCS Rules shall operate or be construed as a waiver thereof, nor shall the rights and remedies of the CII under these CCS Rules be in any way extinguished or diminished by the granting of any indulgence, forbearance or extension of time and a single or partial exercise by the CII of any right or remedy shall not prevent any further or other exercise or the exercise of any other right or remedy.

22. Third party rights

The Contract (Rights of Third Parties) Act 1999 shall not apply to these CCS Rules. No persons other than the CII and CCS Entities shall have any rights (under the Contract (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of these CCS Rules.

23. Governing law and jurisdiction

These CCS Rules and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and Wales.

The CII and the CCS Entity irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with CCS or these CCS Rules.

Glossary

Appropriate Management Team (AMT) – For incorporated entities solely carrying on the business of a financial planning, insurance or insurance broking company, normally this will be the Board of directors, as registered at Companies House.

In recognition of the diverse business models that exist however, the CII will consider applications from incorporated entities, where the CII at its sole discretion, deems an AMT to be more appropriate body than the Board of directors relating to the functional control and oversight of the entity and the practice of insurance or financial planning (typically containing people who hold an appropriate regulatory role under the Senior Manager Certification Regime) and, the eligibility criteria otherwise applicable to the Board, are fulfilled.

AMTs of specialist Divisions of limited liability entities will be considered in the same way, providing they are able to demonstrate to the CII's satisfaction, a functional distinction specialism, which is separate from the wider incorporated entity.

The CII may request such evidence as it sees fit, when considering an application for consideration of an AMT within an incorporated entity or from a Division of an incorporated entity, including for example (but without limitation), divisional profit and loss accounts, product or brand documentation, management structures, organograms, undertakings, etc, in order to evaluate the representations made in the course of the application. The CII's decision in such matters shall be at its sole discretion and shall be final and binding.

Appointed representative (AR) – A firm or an individual that carries on regulated activities under the supervision of another firm that the FCA directly authorises. Please be aware that the FCA's relationship is with the Principal firm, not the AR. The Principal firm takes full responsibility for ensuring that the AR complies with the FCA's rules. Furthermore AR firms need to apply for CCS in their own right, as they are separate legal entities and cannot assume the status if held by their Principal firm.

Audit – The annual renewal is the primary tool used by the CII to audit information provided by the CCS Entity and verify compliance with the CCS criteria. Its purpose is to ensure that CCS Entities have fulfilled their obligations, and have maintained their eligibility throughout the relevant period. The CII retains the right to change the frequency, scope and proportion of entities subject to audits and/or renewal where it deems it appropriate.

Board – Subject to paragraph 1 of the Eligibility criteria (within this Guidance - Appendix 1) – those who are wholly responsible for the control and governance of an Entity.

In a limited liability Company, 'Board' means the directors registered at Companies House.

In a partnership, 'Board' means the equity partners of the Firm.

In a limited liability partnership, 'Board' means the designated members registered at Companies House.

Board Member – will be:

- a director of a limited liability Company as registered at Companies House, whether executive or not; or
- an equity partner in a partnership as evidenced by the partnership agreement, whether executive or not; or
- a designated member of a limited liability partnership as registered at Companies House, whether executive or not.

CCS – Corporate Chartered status. This is a contractual agreement and non exclusive licence granted to an Entity meeting and maintaining the relevant eligibility, competence, conduct and culture criteria, more particularly defined in the rules and the guidance material.

CCS Sponsor – A CCS Sponsor will be appointed by the Board in circumstances where the Responsible Member is part of the Appropriate Management Team and is not otherwise a member of the statutory Board or is not an equity partner in a partnership. In all other cases the Responsible Member will undertake the duties of the CCS Sponsor.

The CCS Sponsor is the person responsible on the Board of the Company or Firm having the CCS and ensuring that the Board is aware of the CCS Contract and its obligations. The CCS Sponsor must be a member of the CII.

The CCS Sponsor need not be a CII Chartered Financial Planner, Insurer or Broker (but in such circumstances cannot also be the Responsible Member, who must be a holder of the relevant CII Chartered title) but shall be an executive Board Member currently undertaking the role of either an Approved Person, as defined by the Financial Conduct Authority (FCA) or a Senior Insurance Manager (as defined by the Prudential Regulation Authority (PRA) which includes any regulatory requirements, superseding the appropriate persons regime. Specifically the CCS Sponsor ensures that an annual report relating to compliance with the requirements of CCS in the prescribed format (see below) is discussed and minuted at a quorate meeting of the Board on an annual basis and prior to submission of any renewal application.

"I confirm that having made due enquiry in support of XYZ Ltd's [application for] [renewal of CCS]*, the requirements of CCS are met in full and that there are no factors adversely affecting the CII's consideration of [the application]* [the renewal]*.*
**Please delete as appropriate.*

CII – The Chartered Insurance Institute.

Company – A body incorporated with limited liability, including a limited liability partnership.

Comparative titles - To recognise Chartered titles from other awarding bodies as being comparable to the CII's individual Chartered titles, providing the title held is directly relevant to the individual's principal area of work and the awarding body has a code of ethics comparable to that of the CII. The CII may at its sole discretion allow a Responsible Member of a larger firm (see Glossary definition) to hold a comparative Chartered title. In all cases, the Responsible Member must be a CII member.

Customer-Facing Staff - Financial Planners
Any member of staff having customer contact or preparing input specifically relating to financial planning such as advisers including self employed and contracted, paraplanners, call centre staff who regularly liaise with clients. Typically customer-facing staff would not include, for example, accountancy, credit control, web designers and IT support, facilities personnel, receptionists and the like, though it remains at the entity's discretion as to whether to include them.

Customer-Facing Staff - Insurance Brokers
Any member of staff having customer contact or preparing input specifically relating to insurance broking advice, such as account handlers who regularly liaise with clients. Typically customer-facing staff would not include, for example, accountancy, credit control, web designers and IT support, facilities personnel, receptionists and the like, though it remains at the entity's discretion as to whether to include them.

Customer-Facing Staff - Insurers
Any member of staff having customer contact or preparing input specifically relating to the transaction of insurance, such as underwriters, claims staff, and sales staff who regularly liaise with clients. Typically customer-facing staff would not include, for example, accountancy, credit control, web designers and IT support, facilities personnel, receptionists and the like, though it remains at the entity's discretion as to whether to include them.

Customer-Facing staff - Insurance Underwriting Agents
People involved in the 'underwriting' function: Those who are directly involved with the underwriting process (i.e., underwriters, assistant underwriters, underwriting assistants, management of the underwriting team etc.). This would not include any separate functions that indirectly support the underwriting function.

Other staff with an impact on the end customer experience, including but not restricted to any staff that have contact with the end customer (e.g. Claims handlers). This would exclude anyone who performs a supporting function but does not have any contact with the end customer themselves.

Division – Means a business unit that has demonstrated to the satisfaction of the CII, its oversight, control and responsibility for a particular range of services or product line(s) identifiable to the end consumer.

Limited liability Companies or limited liability partnerships are not eligible for consideration as Divisions for this purpose, howsoever described by the entity applying for CCS. Limited liability Companies or limited liability partnerships must apply for CCS in their own right.

Entity – A Company or Firm.

Financial Adviser – Financial Advisers are defined as all retail investment advisers holding a Statement of Professional Standing registered to the Entity (this includes self employed and contracted advisers).

Financial Planning Firm – An organisation carrying on business as providers of financial planning services.

Firm – An unincorporated business, i.e. a partnership, where the partners have joint and several liabilities.

Full Financial Planning Service – This is the provision of advice across the spectrum of financial planning (including Pensions, Protection, Savings and Investment [Onshore and Offshore], Estate Planning and Tax Planning).

Insurance Broker – Organisations who are carrying on business as an insurance broker (defined as an independent intermediary who acts for clients in respect of any non-investment insurance contract, offering or selling the products of more than one insurer).

Insurance Underwriting Agent – Firms that underwrite on behalf of the risk carrier or taker, but this is not limited to MGAs and coverholders.

Insurer – An organisation whose main regulated business is one of effecting and/or carrying out contracts of insurance, non-investment and/or investment.

Larger Firm – The definition of Larger Firm will generally be consistent with the UK Government definition i.e. a firm with 250+ employees.

Local Institute – A CII Local Institute is a local hub run by a dedicated group of sector professionals, providing a programme of services. The CII has a network of 56 institutes across the UK, The Channel Islands and the Isle of Man.

PFS – The Personal Finance Society.

Non-customer-facing Staff - Typically these are all staff who are not directly involved with customers and have a contract of employment with the firm (for example employees within finance, IT support, marketing etc).

Responsible Member – An executive member of the Board (or where permitted by the CII, for those entities with 250 employees or more, a member of the Appropriate Management Team), being a current holder of the relevant CII Chartered Financial Planner, Insurer or Insurance Broker title, and agreeing to be responsible for the duties more particularly described in the CCS Contract.

Trading Names and Trading Styles – A business name which is not the legal or registered name of an Entity, commonly designated by the abbreviation 't/a' or 'T/A' and frequently used to differentiate Divisions or service groups within an Entity.

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