

D L Moore Insurance Services Ltd

GENERAL TERMS OF BUSINESS AGREEMENT **(NON -CONSUMER)**

D. L. Moore Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Register Number is 539552 and you can check this on the FCA's Register by visiting the FCA's website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. This agreement is between you and D. L. Moore Insurance Services Limited. We are incorporated in the UK (Registered Number 07472600) whose registered office is at c/o Stoten Gillam Limited, Alban House, 99 High Street South, Dunstable, Beds. LU6 3SF

Our permitted business is advising and arranging general insurance. We are also authorised to act as a "credit broker", Assisting clients who require premium finance.

OUR COMMITMENT

We are an independent insurance broker (members of the British Insurers Brokers Association) not tied to any one or group of insurers and aim at all times to conduct our business with utmost good faith & integrity.

Our service includes advising you on your insurance specific insurance needs. We will offer you products and services to meet your demands and needs and this will include the type of cover and the cost. If it is not possible to meet all of your requirements we will explain the differences in the product and services that we can offer you. We will provide you with enough information to enable you to make your own informed decision on how you wish to proceed. This is, however, subject to you providing us with a full and honest account of all the relevant information we require. We offer commercial lines for commercial clients including but not limited to Public and Product Liability, Employers Liability, Legal Expenses and Commercial Combined Policies. A commercial client is defined as a customer who takes out insurance in the course of their business and a retail client is any other client.

We offer products from a number of Insurers. Our selection process will involve presenting your full particulars to a reasonable number of insurance companies which is referred to as a 'Fair Market Analysis'.

ACCEPTANCE

For your own benefit & protection it is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contract obligations. If there is anything you do not understand in this agreement please tell us. Otherwise we will assume that you are providing your informed consent to this agreement.

DATA PROTECTION CONFIDENTIALITY & PRIVACY

The General Data Protection Regulation (GDPR) brings in changes to the legislation that regulates the protection and use of personal data. The GDPR comes into force on the 25th May 2018 and replaces the Data Protection Act (DPA) 1998. The GDPR brings with it more stringent rules and protection for the "Data Subjects" (the person) in respect of personal data held by businesses. Personal data being information relating to a "Data Subject" that can be used to identify "Data Subject" (the person). We will use your personal data for insurance broking services, including the process and delivery of your insurance policy administration and handling claims on your behalf. Your personal data may be shared with other reputable third parties such as the regulatory bodies, insurance companies, crime agencies, other service providers including credit checks and other government agencies to minimise the risk of crime & fraud.

Under the GDPR you have a right to apply for a copy of any personal data about you that we hold in our records. Please find attached a copy of our 'Privacy Notice'.

GOVERNING LAW

You are free to choose the law applicable to your insurance policy (subject to agreement with your Insurers) but in the absence of any agreement to the contrary, your contract with any Insurer will be governed by and construed in accordance with English law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.

YOUR RESPONSIBILITIES

PROPOSAL FORMS

For certain classes of insurance you may be required to complete a proposal form, questionnaire or similar document. We will provide guidance but we are not able to complete the document for you. Please therefore ensure that the information you provide is complete and accurate. If you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the form that covers that particular point. If you are in any doubt as to whether information is material then you should disclose it.

YOUR DUTY OF DISCLOSURE TO INSURERS

As from the 12 August 2016 – the Insurance Act 2015 is now applicable.

When applying for, amending or renewing your insurance policy, we and/or your insurer will ask a number of questions to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all questions raised by insurers or us honestly or reasonably. These questions are designed to enable us or the insurer to obtain a comprehensive picture of the nature of the risk to be insured and only by asking such questions and receiving answers which are given honestly and with reasonable care, can we or the insurer be in a position to offer terms which are designed to meet your demands and needs.

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

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

- A) If insurers would not have provided the policy, they may treat the policy as if it never existed, refuse to make any claim payments and demand the return of any claim payments made. However, insurers would have to return any premium payments already made.
- B) If insurers would have provided the policy but on different terms, the policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being met in part or in full.
- C) If insurers would have provided the policy but charged a higher premium, insurers may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment under the policy.

All statements and facts disclosed on proposal forms, statements of facts, claim forms and any other document should be full, true and accurate and be given after taking a reasonable search including consulting with senior staff within your business. You shall not omit material information known or ought to have been known following a reasonable search.

Examples of details that need to be disclosed include (but not limited to):

- Convicted of or charged with (but not yet tried of) a criminal offence involving fraud or dishonesty or any convictions that are unspent under the Rehabilitation of Offenders Act 1974 A director, or partner of a company or partnership which has been the subject of receivership or administration or insolvent liquidation or has been dissolved or has been disqualified under the provisions of the Company Directors Disqualification Act 1986 from holding office as a director of a company.
- Bankruptcy or CCJ's to any director or principle of the business,
- Any previous insurance declinatures or special terms imposed

CLAIMS

You are responsible for notifying claims or potential circumstances that may give rise to a claim. To ensure full protection under your policy or similar documentation provided - you should familiarise yourself with the coverage conditions or other procedures immediately relating to claims and to the notification of those claims. Failure to adhere to the notification requirements particularly timing, as set out in the policy or other coverage document, may entitle Insurers to deny your claim. In presenting a claim it is your responsibility to disclose all facts which are material to the claim. It is your duty to advise us or your insurers without delay including any correspondence received from any third party. Failure to do so may prejudice your insurer position and they may seek recompense from you for such loss. If you decide not to pursue a claim you must still notify us of the full circumstances as your insurers would consider this to be a material fact requiring full disclosure.

PAYMENT OF PREMIUMS

We may keep certain documents such as your policy document or certificate while we await full payment of monies due or forms that require to be completed by you. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents which you are required to have by law. The 'FCA' no longer allow us to settle the Insurers premium on your behalf unless the full premium has already been paid to us. Some Insurers may include a settlement due date (as a term of the insurance) whereby the premium must be paid to them by a specific date. It is now essential that our clients ensure that in the circumstances described, the premium is paid to us in sufficient time to allow us to pass cleared funds to Insurers prior to the renewal date.

CLIENT MONEY

We will safeguard money by holding it in a designated statutory trust client bank account. We cannot use your money to pay another customers premium or refund. Your money is therefore safe and held in trust for the insurer. We will retain any interest earned on the account, in the unlikely event that your premium attracts more than £20 interest we will advise you accordingly. Where we introduce you to a premium finance company we also receive commission which is usually expressed as a percentage of the loan.

CHARGES/FEES

We receive commission which is included in the premium quoted to you. Commission rates are available on request.

Fees or commissions charged/earned by us at inception or any time during the period of insurance are non refundable in the event of cancellation or amendment of your policy as these cover the services already provided. These occur mainly at inception/renewal and also include those costs to amend or cancel your policy. In the event of a return premium we retain the right to process any refund to you net of the commission and less any administration fee (see below).

In addition we may make the following charges:-

- a) New business/renewal/placing fee – minimum £25.00
- b) Cancellation administration fee - £25.00
- c) Mid-term adjustment administration fee – minimum £25.00
- d) Administration charge for duplicate documents - £15.00

Where the nature or the complexity of arranging or amending your Insurance necessitates fees in excess of the above this will be discussed with you and the level of fee will be disclosed separately prior to any transaction.

CREDIT CONSENT

To make sure you get the best deal at inception and at each subsequent renewal of the policy, some Insurers use public and personal data from a variety of sources, including a credit reference agency and other organisations. The search will appear on your credit report whether or not your application proceeds. By agreeing to these terms and conditions you consent to the Insurance Company making these checks as detailed.

FINANCIAL STABILITY & SECURITY

We regularly access the financial stability of the insurance companies we deal with. This involves their financial ratings, their longevity and their ability to pay claims. We cannot however guarantee the solvency of any insurer and do not accept liability for any costs you may incur from the financial failure of any insurer.

CLAIMS & UNDERWRITING EXCHANGE (CUE) & MOTOR INSURANCE ANTI-FRAUD REGISTER (MIIC)

Insurers pass information to 'CUE' and 'MIIC' to prevent fraudulent claims. Motor insurance details are also added to the Motor Insurance Database (MID) to help identify uninsured drivers by both insurers and the police.

INFORMATION ABOUT CANCELLATION

The cancellation rights under a commercial insurance product varies between Insurers. Please refer to the policy wording for the specific contract or speak to us and we will provide you with the relevant information.

Should you be deemed to be a "Consumer" as defined by the FCA Regulations, you may have the right to cancel your policy. The cancellation period is usually 14 days from the date you receive the policy documentation and this must be done in writing to D L Moore Insurance Brokers Ltd.

LISTENING TO OUR CLIENTS

We want our clients to let us know what they think of our service. Likewise the same is true if we fail to reach the standards expected of us by our clients. Complaints may be made orally or in writing and should be directed in the first instance to Mr. D. L. Moore, Suite 108, Crystal House, New Bedford Road, Luton Bedfordshire LU1 1HS. Tel : 01582 483347 or Email: dave@dlmooreinsurance.co.uk

If you are not satisfied with our final response then you may have the right to refer the dispute to the Financial Ombudsman Service (FOS). The FOS is an agency for arbitrating on unresolved complaints between regulated firms and their clients. Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk

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.

Insurance advising and arranging is covered for 90% of the claim without upper limit. For compulsory classes of insurance such as Employer's Liability, advising and arranging is covered for 100% of the claim with no upper limit. Further information about compensation scheme arrangements is available from the FSCS.

We look forward to continuing our relationship with you and if you have any questions about the content of the agreement, please refer to your normal contact at D. L. Moore Insurance Services Ltd.