

About Our Insurance Service



D E Ford (Insurance Brokers) Limited

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Terms of Business

Applying to General Insurance customers

By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. Please read this document carefully.

Company Details

D E Ford (Insurance Brokers) Limited is authorised and regulated by the Financial Services Authority. Our Firm Reference Number (FRN) is 308563. You can check this on the FSA register by visiting the FSA's website www.fsa.gov.uk/register or telephone the FSA on 0845 606 1234.

Our Service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. For some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service.

Details of the insurers we have approached on your behalf are available on request.

We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis.

Confidentiality and Data Protection

All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance.

To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including credit reference agencies and other organisations. Our search will appear on your credit report whether or not your application proceeds. By agreeing to the terms and conditions you agree to these uses of your information. We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us.

We will not pass information about you to other companies with which we are associated without receiving prior consent from you.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and /or recorded for training purposes.

Your Duty to Disclose Information

It is your responsibility to provide complete and accurate information to insurers when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance.

Please also note that any renewal of insurance will be made in reliance upon the information provided by you in connection with your previous insurance policy – we will assume that such information remains correct unless you tell us otherwise.

Please note that if you fail to disclose any material information to us and your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide.

If in doubt about any point in relation to material facts please contact us immediately.

Solvency of Insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter of claim received by you must be passed to us immediately, without acknowledgement.

Only by providing prompt notification of incidents can your insurance company take steps to protect your interests.

Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request.

Please contact us for guidance on claiming under your policy.

Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period.

Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Charges and Refunds sections below.

To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so:

- In writing to the Complaints Manager Laura Hindle
- By telephone on 01904 784141
- By Fax on 01904 790880
- By e-mail at hindle@deford.co.uk
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further details will be supplied at the time of responding to your complaint.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme if we cannot meet our obligations.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at <http://www.fscs.org.uk>

Charges/Fees

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. Where we arrange low or non-commission paying products, we will charge an arrangement fee and will advise you of the actual amount at the time of quotation or renewal.

These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product.

As insurance brokers we may earn some of our income from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any

commission which we may have received as a result of placing or renewing your insurance cover.

We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them. Please ask us should you require further information

In the event of a significant or complex claim we may elect to charge an additional fee for our services. Such charges will only be levied with your prior agreement

In the event of default or financial failure on your part, additional charges may be levied where additional work is required by us.

Refunds

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Your attention is specifically drawn to the following:-

Where you cancel your policy **after** the expiry of the cooling off period or where you request a mid-term adjustment which reduces the cover provided under the policy, **we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled.** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned.

Certain commercial insurance policies do not contain a cancellation clause. This means that no refund will be paid if the policy is cancelled before renewal.

In the event of default or financial failure on your part, all remuneration, howsoever earned will be retained by us.

In view of the cost involved in making changes to your policy, we will not issue refunds of less than £5

Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: within 14 days of invoice date or effective date of cover, whichever is later
- Alterations to existing policies: within 14 days of invoice date or effective date of cover, whichever is later
- Renewals: within 14 days of invoice date or effective date of cover, whichever is later

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid.

When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically.

If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider.

In the event of default, if you have not made other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and if any money is owed under your credit agreement pay it to the credit provider or if we have already been debited with the amount outstanding use it to offset our costs.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Any payment we receive from you will be held by us, in a Non Statutory Client Trust Bank Account. In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer.

By operating a Non Statutory Trust D E Ford (Insurance Brokers) Ltd are permitted to, and may use such monies to cross fund clients premiums and claims.

Please make all cheques payable to "D E Ford (Insurance Brokers) Ltd". By instructing us to place insurance on your behalf you give your informed consent to these client money procedures. If there are any matters which you do not understand or do not accept, you should discuss them with us before proceeding.

We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you.

Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of D E Ford (Insurance Brokers) Ltd.

Limit of Liability

We limit our liability in respect of any act or omission to a sum of £10,000,000. This does not exclude or restrict liability for death or personal injury caused by our negligence or for wilful default, fraud or fraudulent misrepresentation. Liability for indirect or consequential losses is excluded. D E Ford's liability is limited to that proportion of loss and damage which is just and equitable having regard to the extent of the intermediary's own responsibility for the loss and damage and that of any other party which may also be liable to the intermediary in respect of it. For the avoidance of doubt, in considering whether other parties may be liable to the intermediary, no account is to be taken of any inability on the intermediary's part to enforce remedies against another party by reason of causes of action against that party becoming time-barred, or the party's lack of means or the party's reliance on exclusions or limitations of law.

This limitation does not apply in respect of any situation in which the limitation of liability is prohibited by law.

Document Retention

All information in connection with insurance mediation activities is retained for a minimum period of three years. This information may be stored on a variety of media, which may include paper and/or electronic format. After three years any records held by us may be destroyed. You may ask for a copy of information held about you at any time. In certain circumstances we may make a charge for the provision of this information.

General

D E Ford Insurance Brokers Ltd are an independent insurance intermediary and we act as the agent of our client. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties, for example whilst holding client money, through delegated claims paying authority and delegated underwriting authority where we are acting on behalf of the insurer.

If any provision of these terms of business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms of business and the remainder of the provision in question will not be affected.

These terms of business shall be governed by the laws of England, Wales and the parties agree herewith that any dispute arising out of it shall be subject to the non-exclusive jurisdiction of the relevant court.

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.