

# 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. It sets out the terms on which we agree to act for you, our client, and contains details of our regulatory and legal responsibilities. Please contact us immediately if there is anything in these Terms of Business which you do not understand. By doing business with us you agree to do so on the terms of this document, unless we both agree otherwise.

## Company Details

D E Ford (Insurance Brokers) Limited is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 308563. You can check this on the Financial Services Register by visiting the FCA's website [www.register.fca.org.uk](http://www.register.fca.org.uk) or telephone the FCA on 0800 111 6768

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## 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.

D E Ford is committed to carrying out business fairly, honestly and openly. We operate a zero tolerance approach to bribery and corruption and work hard to ensure full compliance with all applicable anti bribery and corruption laws

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## Confidentiality and Data Protection

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. 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 the Financial Conduct Authority, insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance. Some of the third parties with whom information is shared including but not limited to insurance companies, their agents and/or loss adjusters may be located outside the EEA and/or may transfer personal data (as defined by the Data Protection Act 1998) outside the EEA. You must notify us if you do not wish personal data to be shared outside of the EEA.

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 and will be visible to other credit providers whether or not your application proceeds. If you do not proceed it will be clear the search was for quotation purposes. By agreeing to these terms 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 may also use the information we hold about you to provide you with information on other products and services we can offer and which we feel may be of interest to you. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat the issue of these terms as evidence of your informed consent. 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.

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## Communications/Documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

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## Important Information

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to take reasonable care not to make a misrepresentation to an insurer.

Under the act a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession.

A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act.

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 note that under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless or careless.

**If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations please contact us immediately.**

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## Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process.

We are obliged to report to the National Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

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## 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.

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## 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. Your policy summary and/or policy document will provide you with details on who to contact to make a claim.

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.

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## 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.

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## 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 Karen Deighton
- By telephone on 01904 784141
- By Fax on 01904 790880
- By e-mail at [kdeighton@deford.co.uk](mailto:kdeighton@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). More information is available on request or on their website. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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 depending on the type of business and circumstances of the claim 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 take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer.

We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers, claims management, services and others. Please ask us should you require further information.

Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a Finance Provider selected from a limited panel, and we may receive a commission for introducing you to them.

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 results in a refund of premium, **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/fees 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. We will advise you if this affects you.

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 until the refund totals £10.

### **Consumer Credit Licence**

We are authorised and regulated by the Financial Conduct Authority in respect of our current Consumer Credit Licence.

### **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. You may also be in breach of legally required insurance cover.

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 you choose to pay for your insurance premium using a finance provider your details will be passed onto them. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. Where your policy is paid via the finance provider and you choose to renew your cover, we will again continue to pass your details to them.

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 certain

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circumstances we may be contractually obliged by the credit provider to notify your insurer to cancel the policy. Where we are not contractually obliged to do so by the finance provider, if you do not make other arrangements with us to pay the insurance premiums you acknowledge and agreed that we may, at any time after being informed of non payment under the credit agreement, instruct on your behalf the relevant insurer to cancel the insurance and collect any refund of premiums which may be made by the insurer and use this refund to offset the amount levied by the finance provider on the firm. If this amount is not sufficient to cover all our costs we reserve the right to pursue any additional debt owed to the firm through due legal process.

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

Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful.

Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. To use the finance provider's facility you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status.

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 is 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 willful 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 is 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 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 shall be governed by the laws of England and Wales or Scotland 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.