



D. E. Ford (Insurance Brokers) Limited, Poppleton Grange, Low Poppleton Lane, York, YO26 6GZ Telephone: 01904 784141 E-Mail: info@deford.co.uk

## About our Insurance

### 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.

### 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. You are ultimately responsible for deciding whether a policy meets your demands and needs. The documentation and "important information notices" we provide will make it clear whether the sale is provided on an advised or non-advised basis.

We shall provide the Services in a timely manner and in accordance with best current industry standards and with all due care, diligence and skill of a professional experienced in the provision of services of the same nature as the Services.

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.

Save for the 'Financial Crime' section of this document we have not made and will not make, and has procured and will procure that none of its Associated Persons has made nor will make (whether in connection with this Agreement or otherwise) at any time any promise or offer (or accept, request, receive or agree to receive) any gift, payment (including a facilitation payment), reward, rebate, contribution, Commission or any improper influence, incentive, inducement or advantage of any kind, directly or indirectly, to or from:

- (a) any public official, administrative officer or political party;
- (b) any private entity, party or individual; or
- (c) any political or charitable organisations

which would contravene (i) any applicable laws, rules or regulations applicable to the Supplier's business operations including, but not limited to the anti-bribery and competition laws and regulations of the United Kingdom and the laws or (ii) industry best practice.

We shall keep adequate books, records, minutes, financial statements, receipts and controls of all transactions conducted by us in connection with this Agreement (oral or written) (the "Books and Records"), and shall not maintain off-the-record or secret accounts.

All Books and Records prepared by the Company for you under this Agreement shall properly reflect the facts of all activities and transactions handled for the your account, and can be relied upon as such in any further recording or reporting made by the Customer for any purpose.

We shall co-operate and comply with the demands of yourselves and any third party accountants, auditors, or regulatory authorities (with your permission), whether from the United Kingdom or another jurisdiction, in the context of any inspection of your books and records or any investigation into our activities in connection with this Agreement, and it shall permit access to the necessary Books and Records on its premises as required.

Without prejudice to any other provisions of this Agreement we shall at all times comply with, and ensure that the Services are provided in accordance with, all applicable laws, regulations, and codes of conduct and in an ethically compliant manner. We grant you the right for duly authorised Representatives on reasonable notice to audit the Supplier its premises and its records to monitor and inspect the Company's compliance with this clause.

### Your Duty to Disclose Information

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business.

You must disclose every material circumstance which you know or ought to know, or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith.

If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium.

**If in doubt about any point in relation to material circumstances and reasonable search please contact us immediately.**

### 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 nature will be treated as private and confidential. We will however use and disclose 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 (directory 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 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.

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.

During the term of this Agreement it is inevitable that we and you will acquire knowledge and information concerning each other's operations which is of a confidential and/or commercially sensitive nature (Confidential Information). Both parties agree that such information shall be maintained as confidential, shall be disclosed only to those employees within

their respective organisations for whom such knowledge is essential in respect of carrying out their responsibilities under this Agreement, that such persons shall be made aware of their responsibilities under this clause, and that such information shall not be used under any circumstances for any purpose other than the performance of this Agreement.

From time to time we may utilise your name and recognised logo within our marketing literature and/or web presence subject to written Agreement by both parties.

We undertake that we shall not at any time during this Agreement and for a period of three years after termination disclose to any person any Confidential Information disclosed to us by the yourselves.

Each party may disclose the other party's Confidential Information:

to its employees, officers, agents, consultants or professional advisors, including Insurers, loss adjusters and their relevant suppliers (Representatives) who need to know such information for the purposes of carrying out the party's obligations under this Agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this section as though they were a party to this Agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and as may be required by law, court order or any governmental or regulatory authority.

Each party reserves all rights in its Confidential Information. No rights or obligations in respect of any Confidential Information other than those expressly stated in this Agreement are granted to any other party or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly to any intellectual property right held, made, obtained or licensable by any party now or in the future.

We shall treat the Confidential Information if it is personal data in accordance with the Data Protection Act 1998 ("DPA"). This provision shall survive termination of this Agreement.

We will be considered a data processor in relation to the personal data collected in connection with Services and you will be considered a data controller, in each instance as such terms are defined in accordance with the Act. The Company shall:

- i. process such personal data only for the purposes of performing its obligations under this Agreement (or as may otherwise be expressly authorised by the Customer in writing);
- ii. implement appropriate technical and organisational measures against the unauthorised or unlawful processing of such personal data and against the accidental loss or destruction of, or damage to, such personal data;
- iii. not transfer such personal data to any country or territory outside the European Economic Area without the prior written consent of the Customer; and
- iv. not use the Services of a third party to process the personal data without the prior written consent of the Customer.

The Company will indemnify and keep indemnified and defend, at its own expense, the Customer and against costs, claims, damages or expenses incurred by any of them or for which any of them may become liable due to any negligence by the Company, its employees or its agents.

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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.

Insurance will not be arranged with any Insurers which at the time of arrangement have a Standard and Poor rating of less than 'A'

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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 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.

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## 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>

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## Charges/Fees

In addition to the premium 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.

In some cases we receive commission from insurers but in some circumstances we may charge a fee instead of commission or a combination of both. If you would like details of any commissions, remuneration or payments that we receive for arranging the insurance and any additional general insurance activities please contact us.

We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer.

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. 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 for all policies are full payment including IPT and/or VAT as applicable in full without deduction or withholding within 14 days of invoice date or effective date of cover, whichever is later (unless specifically agreed by us in writing to the contrary).

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 circumstances we may be contractually obliged by the finance 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 premium you acknowledge and agree that we may, at any time after being informed or none payment under the credit agreement, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurers and use this refund of offset the amount levied by the credit 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 a 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 wilful default, fraud or fraudulent misrepresentation. Liability for indirect or consequential losses is excluded. D E Ford's legal 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.

## Transferred Business

If we take over responsibility for a policy which was originally placed through another intermediary, we do not accept liability for any errors or omissions in the cover arranged until such time as we have been able to carry out a full review of your requirements and a proposal for improvement has been submitted by us and accepted by you.

## 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.

We reserve the right to amend our terms of business in the future. If we do we will inform you in writing giving you reasonable notice ahead of the change.

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.