D.M. CAGER (INSURANCE BROKERS) LTD
Registered in England No: 975767
St Andrew's House, St Mary's Walk, Maidenhead, SL6 1QZ
Tel:01628-632848 Email:Insurance@dmcager.co.uk

TERMS OF BUSINESS AGREEMENT

Law and Language

This Terms of Business is subject to English Law and the jurisdiction of the English Courts. We will use English language for all communications, contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of this information carefully and in particular, we would like to draw your attention to the **"IMPORTANT INFORMATION"** section. If you do not agree to any part of the information, please tell us. We assume that you accept the terms of this agreement unless we hear from you to the contrary.

The Regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies and Pure Protection policies. They also authorise us to undertake the Consumer Credit Activity of credit broking**.**

Our Financial Services Register number is 118587 and you can check our status and permissions at https://register.fca.org.uk/ or by contacting the FCA on 0800 111 6768.

Confidentiality and Data Protection

We only collect necessary personal information about you and will share your information with our service providers and partners in order for us to conduct our business with you in relation to your insurance policy.

This may result in a credit check to confirm your identity and minimise the risk of fraud. Some of our searches may appear on your credit report whether or not an application proceeds. By agreeing with our 'Terms of Business' you agree to theses uses of your information.

We will treat all information as private and confidential, and in strict accordance with UK, EU and any other data protection laws including the General Data Protection Regulation (GDPR), even when you are no longer a customer and only share information if we are required to do so by law, or regulation.

Full details of your rights to access your personal data and how we use this information are available on our Privacy Notice and we would recommend that you review this notice www.dmcager.co.uk

Our Fees, Commission and Charges

We usually receive a commission from the insurance provider with whom we place your business which is a percentage of the premium paid, and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission.

For standalone BD Elite Motor Legal Expenses, BD Elite Household Legal Expenses and RAC Motor Breakdown policies, you pay a set premium which is higher than the cost we incurred to obtain the product. Our earnings are deemed to be the difference between these amounts.

We may also receive a commission or fee for passing introductions to other professional firms.

Some insurers may make additional payments to us reflecting the size and profitability of our account with them.

In addition, we make these charges to cover the administration of your insurance:

STANDARD CHARGES	
Arranging new policies	**£15**
Mid-term adjustments	**£15**
Refunds	**£15**
Renewals	**£15**
Cancellation	**£15**

In addition, we may also charge you a fee for arranging your insurance and full details will be provided to you at the outset.

Specific charges, which apply to individual policies, will be advised to you prior to the commencement of each contract. Any specific charge and the purpose of any additional charges will always be advised to you in advance.

Policies voided or cancelled from inception by insurers will be treated as a cancellation and we will retain any commission and fees before returning the net premium to you. By accepting these Terms of Business, you agree that we may retain the portion of the premium that relates to commission that would have been due to us.

You are entitled to request at any time, information about the commissions that we may have received in connection with your insurance. If you want this information please contact us.

Our Service

We are an insurance distributor (intermediary) and can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf.

We also act on behalf of insurers when collecting premiums under risk transfer (See "Money" section)

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

We will provide you with advice and guidance after assessing your wants and needs and will recommend a suitable policy based on our experience of dealing with similar risks. Or in a small number of cases we will provide you with information only; including generic comparisons between different insurers. You will need to make your own choice as we will not provide you with any advice or specific recommendations.

We will confirm to you the level of service we are providing as part of our sales process. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes.

If we use the services of another intermediary to place your insurance we will advise you of the name of the intermediary we use and the name of the insurer.

Our Customers Best Interests

Our primary aim is to ensure, for any customer (or potential customer) that we act honestly, fairly and professionally and in the customers best interest including giving customers information they might need to understand the relevance of any information we provide, as well as objectively giving that information when it is most useful to a customer to enable informed decision making.

Our Product Selection

Fair and Personal Analysis

We offer products from a wide range of insurance companies.

Our selection usually involves presenting to a reasonable number of insurance companies that will insure for the risk at hand, and this is called a fair analysis of the market.

Sometimes we may only approach two or three insurers and this is a limited Panel, or in some cases, we may only approach one insurer. In all cases, we will advise you the basis as part of our selling process. You can also request a list of the companies that form the Panel we have approached.

Single Market

In respect of standalone BD Elite Motor Legal Expenses policies, BD Elite Household Legal Expenses policies, RAC Motor Breakdown Policies and Aviva Private Medical policies we only offer each of these products from one insurer and so do not approach other providers.

Demands and Needs

A. Consumers

In assessing your demands and needs we will ask you a number of questions.

It is your responsibility to ensure you give us complete and accurate answers to any such questions, not only when you take out your policy, but also when you decide to renew or make any changes during any term of a contract of insurance (this applies to any changes in information relating to any individual named on the policy.)

We will make a specific personalised recommendation for product suitability based on our understanding and appraisal of your demands and needs requirements. Where we provide you with specific advice, we will give you the relevant information you require, honestly, fairly, and professionally and in a way that is in your best interests (i.e., we will alert you to important terms and conditions about the contract of insurance, and we will provide you that information when it is most relevant). This may include information about comparable products between different product providers, all of which will help you to decide whether to go ahead with any particular contract of insurance.

B. Non-Consumers

If you are dealing with us in a commercial capacity, you will be under a duty to make a fair presentation. You are therefore required to disclose any matter which you know or ought to know that would influence the judgement of an insurer in deciding whether to insure the risk and on what terms.

If you are unsure whether matter is relevant or not you should provide sufficient information so as to put an insurer on notice that it needs to make further enquiries if necessary.

We will make a specific personalised recommendation for product suitability based on our understanding and appraisal of your demands and needs requirements.

Where we provide you with specific advice, we will give you the relevant information you require, honestly, fairly, and professionally and in a way that is in your best interests (i.e., we will alert you to important terms and conditions about the contract of insurance, and we will provide you that information when it is most relevant).

This may include information about comparable products between different product providers, all of which will help you to decide whether to go ahead with any particular contract of insurance.

Financial Strength

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and A M Best published with other readily available information within industry guides, newsletters and press releases. Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

Money

We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers. This will include holding your money in a **non-statutory trust insurer bank account** in accordance with our agreements with Insurance Companies that transfer the risk of money we receive from customers to them. These agreements deem any money you pay to us to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to you.

By holding your money in this way, means that in the event that this firm becomes insolvent your money remains protected.

In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

Payment Options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

Premium Finance

We may be able to arrange finance for insurance instalments through the insurer or through a preferred premium finance provider. We act as a credit broker in arranging premium finance facilities and we will give you further information about this before we finalise your instalment arrangements.

When we are aware there is an alternative premium finance arrangement available, with a lower annual percentage rate, for example direct with your insurer, we will let you know. This will enable you to make an informed decision.

We will not make a specific recommendation or provide you with specific advice, we will give you the relevant information you require, honestly, fairly and professionally and in a way that is in your best interests this may include information about one or more agreements that you may be eligible for, so that you can compare them, which will enable you to make your own choice about whether to go ahead with any particular finance agreement.

Important

Using premium finance makes the overall cost of the insurance more expensive. We will ask you to confirm that you have actively elected (that you have "opted in") to pay via premium finance.

A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision whether to proceed.

Your agreement will last for 12 months but the premium finance may last for a shorter period.

If you choose to enter a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party.

This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us.It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs

and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder, and the finance company direct, not us or the insurer.

It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.

For the provision of premium finance facilities, a credit check will be performed if you wish to use this payment.

We do not charge any fees to you or receive any commission for introducing you to a credit provider.

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14-day cooling off period.

Please note that we only use PremFina Limited for the provision of premium finance facilities.

Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

Your Right to Cancel

A. Consumers
Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. This period is extended to 30 days for Pure Protection contracts. You will always be advised where this Right applies. A charge may apply for the period of cover provided and, in addition, an administration charge may apply as shown in the charges section above, cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

B. Non Consumer
Commercial insurance policies do not routinely have cancellation rights except those available to the insurer. As a Commercial customer, you do not have the same cancellation rights by law as a consumer but may still have specific contract rights and reference should be made to the policy document to ascertain your position.

Where returns of commercial premiums are made on cancellation, it is usually following cancellation by the insurer, not the policyholder. On cancellation of a policy any refund or premium allowed by the insurer will be paid to you after deducting our annual commission and fees.

Complaints
Our aim is always to provide our customers with a first-class service; however we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our main office telephone **01628-632848,** or write to Martin Bartholomew at DM Cager (Insurance Brokers) Ltd, St Andrew's House, St Mary's Walk, Maidenhead, SL6 1QZ or email insurance@dmcager.co.uk.

If we are unable to resolve the issue to your satisfaction by the end of the next business day, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints procedure promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response no later than 8 weeks.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. www.financial-ombudsman.org.uk

In addition to your rights under our Terms of Business Agreement (TOBA), you also have the right to raise a privacy complaint if you feel your personal information has been mishandled. If we are unable to resolve this you are entitled to complain directly to the Information Commissioner's Office (ICO) www.ico.gov.uk or by telephone on 0303 123 1113

A full copy of our complaints procedure is available on request.

Financial Services Compensation Scheme (FSCS)
If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and www.fscs.org.uk.

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent

Limit of Liability
This clause restricts the amount that may be recoverable because of our negligence. Other than injury or death of any person (for which no cap on liability will apply), our liability to you for the services we provide shall not exceed £4,000,000 for any one event or connected events.

Insurance Premium Tax (IPT)
Your premium detailed in the policy will include IPT at the prevailing rate.
Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Some polices are subject to Value Added Tax (VAT) not IPT and should the rate of VAT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Training
We maintain training to a minimum standard to ensure our workforce is appropriately skilled but where specialism in particular activities is required, we have in place more detailed requirements, including the need for our staff to attain a professional qualification where relevant.

Termination
You may cancel this agreement with us at any time. You must provide at least 7 days written notice of instructions. We also reserve the right to cancel this agreement at any time. In either event, we will provide you with reasonably sufficient time to re-arrange your insurance and we will notify you of termination in writing together with an explanation if appropriate.

IMPORTANT INFORMATION

WARNING – CONSUMERS -WHERE THE MAIN PURPOSE OF THE CONTRACT IS FOR PRIVATE USE

Your duty to give information

When applying for or amending 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 and 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.

The reason why this is vital and extremely important is that if you fail to tell us or the insurer something when asked, or, if you answer carelessly or act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection; insurers may not pay a part or all of your claim and may cancel your policy. You may find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you will have to disclose this fact when you reapply for insurance.

FAILURE TO ANSWER QUESTIONS HONESTLY AND REASONABLY, WHEN ASKED, MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.

WARNING – COMMERCIAL CUSTOMERS (OR WHERE THE MAIN PURPOSE OF A CONSUMER CONTRACT IS NOT FOR PRIVATE USE)

Your duty to give information

IT IS IMPORTANT THAT YOU UNDERSTAND YOUR DUTY TO PROVIDE ALL MATERIALLY IMPORTANT INFORMATION, FULLY, COMPLETELY AND ACCURATELY TO US AND YOUR INSURERS NOT ONLY WHEN YOU TAKE OUT YOUR INSURANCE, BUT ALSO THROUGHOUT THE TERM OF YOUR ARRANGEMENT, AT THE ANNUAL RENEWAL OR AT ANY OTHER TIME WHEN CHANGES OCCUR.

Materially important information is any information that could influence an insurer's decision to accept your risk including the cost of your insurance. For example, details of previous insurance claims that you have made, or reported. Personal information about you, such as Criminal Convictions (you have a duty to give this information even when the insurance relates to a business and not you). General information about the risk, such as the construction of a building, (for example, concrete floor, timber frame with brick, stone, and a slate roof) if you are not sure how much information to provide or do not understand the question, please ask.

The reason why this is vital and extremely important is that if you fail to tell us something, your policy will leave you with no insurance protection; insurers will not pay any claims and will cancel your policy. You will find it difficult to re-arrange cover because you did not tell an insurer everything, and you will have to disclose this fact when you reapply for insurance.

FAILURE TO DISCLOSE THESE FACTS MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.

WARRANTIES and CONDITIONS PRECEDENT

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply.

Particular attention must be paid to any warranties and conditions precedent as failure to comply with them **could** invalidate your policy or mean that claims may not be paid.

Our aim is to provide you with your policy documentation in a timely manner confirming the basis of cover and giving details of the insurer(s). You should examine any insurance documents we send you very carefully to ensure that they meet your requirements. If you believe they are incorrect or inadequate for your needs, you must advise us immediately.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

FAILURE TO COMPLY MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.

IMPORTANT

Warranties are not always referred to as such within a policy and schedule. They may be referred to as conditions, endorsements, special terms as well as warranties.

It is important that you look out for these and if you have any doubt about a particular statement, please ask us for advice.

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