

Terms of Business

Introduction

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third party providers. If there is anything within this document you do not understand or agree with, please contact us immediately. If you do not contact us within a reasonable time to indicate to the contrary, we will assume that you agree to all our Terms of Business.

Definitions

For the purpose of these Terms of Business, 'we', 'us', 'our' or the 'Company' means TL Dallas (Scotland) Limited.

About Us

TL Dallas (Scotland) Limited is an Appointed Representative of TL Dallas & Co Limited who is authorised and regulated by the Financial Conduct Authority (FCA). For regulation purposes TL Dallas (Scotland) Limited is controlled by TL Dallas & Co Limited, FCA Firm Reference No. 306482. TL Dallas (Scotland) Limited registered office address is Dallas House, Low Moor, Bradford, BD12 0HF, registered in England No: 8309410. Data Protection Act Registration No: ZA160398.

Financial Conduct Authority

We are authorised and regulated by the Financial Conduct Authority (FCA), an independent body that regulates the UK financial services industry. Our details can be confirmed on the Financial Services Register by visiting www.fca.org.uk or by contacting the FCA on 0800 111 6768, quoting firm reference number 592465.

Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities.

Ownership

TL Dallas & Co Limited originally established in 1919 is 100% owned by TL Dallas Group Limited, one of the UK's leading Independent Insurance Brokers. MS Amlin plc own a 19.9% stake in TL Dallas Group Limited, the holding company of TL Dallas (Scotland) Limited.

Our Service

We are committed to providing you with quality advice, service and insurance products. As an intermediary and your agent we owe various duties to you and will advise you as necessary if circumstances occur that may create a conflict of interest. Any conflict of interest will be notified in writing to you and will detail the steps we will take to ensure fair treatment.

We will advise you and make a personal recommendation after we have assessed your insurance needs. This will include the type of cover you require and the costs involved. We undertake to explain the main features of the products and services that we offer to you, as well as the basis on which we have provided information and/or advice.

Upon receipt of your instructions will we place, amend or renew insurance cover on your behalf with insurers. Cover is not in place until we have confirmed this to you in writing. We will advise you of any inability to place your insurance. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

We may be able to offer finance for insurance instalments through the insurer or/and a premium finance provider. We will provide further information about this before we finalise your instalment arrangements.

Insurer Security

We use all reasonable skill and care to protect your interests and monitor the security of the insurers with which we transact business. However, we can give no guarantee of the stability of insurers and accept no liability for any financial losses or increased costs suffered by you arising from their financial insecurity.

Documentation

We will issue all documentation to you in a timely manner. You should always check documentation to ensure all details are accurate and correct. If this is not the case, you should contact us immediately.

Payment Arrangements

We will provide an invoice detailing the premium, fees and any taxes the insurers have to collect. Where you are to pay your premium by instalments via an insurer or a premium finance provider, your details will be passed to them. Conditions for credit terms vary and we will provide full details at the time of purchase.

Claims

Unless agreed otherwise, you must notify us immediately of a claim, or circumstances that might give rise to a claim. Our dedicated Claims Team will advise you of the actions required in order to pursue your claim. You should not admit liability or agree a course of action other than emergency measures carried out to minimise the loss, until you have agreement from your insurers.

The claims service we provide will cease on termination of our appointment. In some circumstances, where a Terms of Business was not in force, we would handle claims that incurred under a policy we arranged.

Your Responsibilities

You are responsible for providing complete and accurate information which insurers require in connection with any proposal for insurance cover. You have a duty to give a fair presentation of risk to the insurer. You should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and, where applicable, your senior management, persons responsible for arranging insurance or other relevant parties know or ought to know. It should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstance are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size and complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair presentation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when questioned regarding the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to assumptions you may agree to in the process of applying for insurance cover.

Remuneration

We are usually remunerated for our service by commission from your insurer(s), or by way of a fee negotiated and agreed with you. If we receive both, this will be confirmed in writing to you. We may also earn additional income from insurers to reflect the size and/or profitability of our account, and/or in respect of work we undertake on their behalf. We may also receive payments from other firms, such as premium finance providers.

Please note the taxation element of any insurance premium is not subject to commission.

Our remuneration is earned for the policy period and we will be entitled to retain all commission and/or fees in respect of the full policy period including where you appoint another intermediary.

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You are entitled at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

Charges

We reserve the right to make charges in addition to any insurance premiums for administering, arranging, amending, renewing and cancelling any policy of insurance, or for any significant work we might undertake on your behalf. Details of any charges to be made will be declared to you in advance so that you are able to make an informed decision about these before they become due and payable.

Client money

Client money is any money of any currency that we receive and hold in the course of arranging or administering insurance on behalf of our clients. Client money is held in a Statutory Trust account in accordance with the FCA's Client Money Asset rules. This means that whilst we have legal ownership over client monies, such money remains in the beneficial ownership of our clients.

We are not permitted to and do not use client money balances to provide credit for customers or potential customers. As a consequence of these rules, we are unable to allow a refund of premium until such time as we receive the refund from the insurer.

Risk Transfer

Our financial arrangements with most insurers are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums, as well as the transfer of claim monies. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust account set up in accordance with FCA rules.

Our Liability to You

For the purposes of these Terms of Business, we acknowledge that we will be liable to you for loss, damage, costs and expenses ('losses') caused by our negligence or the negligence of any of our directors, employees, consultants, sub contractors or agents for whose acts, errors or omissions the Company is legally liable ('the Specified Persons'), subject to the following provisions of this clause. We shall have no other liability of any nature, whether in contract, tort or otherwise, for any losses whatsoever and howsoever caused, arising from or in any way connected with the services and/or advice provided by us or our engagement by you.

We shall not be liable in contract, tort (including negligence) or otherwise for:

- any increased costs or expenses
- any loss of profit, business, business contacts, business revenues or anticipated savings
- any special, indirect or consequential damage of any nature whatever

We shall not be liable to the extent that Losses are due to the provision of false, misleading, inaccurate or incomplete information or documentation or your failure to inform the Company of any material information or if and to the extent Losses are due to any act or omission of any person other than the Company or any of the Specified Persons. We shall not be liable to you or be deemed to be in breach of our contract with you by reason of any delay in performing, or any failure to perform any of our obligations to you, or the delay or failure was due to any cause beyond our reasonable control.

Unless otherwise agreed by the Company with you in writing, our total liability to you (whether in contract, tort (including negligence) or otherwise) shall not exceed £10,000,000 in respect of any one claim.

Cancellation of Insurances

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned.

The terms in your insurance may include a cancellation clause which allows insurers to retain the premium in full, or charge a short-period premium in the event of cancellation before the policy expires. Insurers may also retain the premium in full if any claims are made on a policy. For more details, refer to your insurers' policy documentation.

Termination of Our Services

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you. Your instructions must be given in writing, and will take effect from the date of receipt, unless otherwise agreed. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission and/or fees received for conducting these transactions.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 14 days notice. Valid reasons may include but are not limited to non-payment of premium or fees, failure to provide requested documentation or information, deliberate misrepresentation or non-disclosure or attempted fraud.

Severability

The invalidity, illegality or unenforceability of any of the provisions of these Terms of Business shall not affect the validity, legality or enforceability of the remaining provisions in these Terms of Business.

Confidentiality

We are registered as a Data Controller under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. We will not take instructions on your insurance arrangements from anyone else unless we have your prior written permission. We will also not provide information you supply to anyone else, unless we have your prior written permission unless required by a regulatory body, by law or are required to do so in the normal course of arranging your insurance, or in connection with claims matters or other services we may provide you.

Credit Checks

We and other firms involved in arranging your insurance (insurers, premium finance companies, other intermediaries) may use public and personal data from a variety of sources including credit reference agencies and other organisations. Any credit reference search will appear on your credit report whether or not the application proceeds.

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 UN and other Sanction Lists as part of the information gathering process.

Complaints

We take any complaint seriously and a summary of our complaints procedure is available on request. If you wish to register a complaint, please contact:

Miss V Powell (Complaints Officer)
Dallas House
Low Moor
Bradford
BD12 0HF

Or by telephoning +44 (0) 1274 465500, or e-mailing
vanessa.powell@tldallas.com

If you are still not satisfied you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS) except in the case of a business employing 10 persons or more and with a turnover or annual balance sheet total exceeding €2 million, a charity with an annual income of £1m or more or trustees of a trust with a net asset value of £1m or more. Details can be found at www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. This depends on the type of business and the circumstances of the claim. Further information on the scheme is available at www.fscs.org.uk