

# 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 T L Dallas & Co Limited t/as Ember JD Insurance Brokers.

## About Us

Ember JD Insurance Brokers is a trading style of T L Dallas & Co Limited, which is authorised and regulated by the Financial Conduct Authority (FCA), Financial Services Register Number is 306482. Registered in England No: 645405. Data Protection Act Registration No: Z4570785.

## 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](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768, quoting firm reference number 306482.

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

T L Dallas & Co Limited originally established in 1919 is 100% owned by T L Dallas Group Limited, one of the UK's leading Independent Insurance Brokers. Amlin plc own a 19.9% stake in T L Dallas Group Limited

## Our Service

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.

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.

## **In respect of Book Scheme policies only:-**

We are committed to providing you with a quality service and quality insurance products. We source and arrange products and provide information, but do not offer advice or make personal recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

## **In respect of all other policies:-**

We are committed to providing you with quality advice, service and insurance products. 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.

## **Technical Claims Service:-**

We are able to offer a bespoke technical claims review, advice and negotiation service even in respect of policies arranged elsewhere.

## Breadth of Search

We usually operate as a 'fair and personal market analysis' broker, which means that we have compared products from a sufficiently large range of providers in terms of cover, price, service and other relevant features. 'Fair and personal market analysis' of the market is achieved by tendering and reviewing schemes, facilities and recommended offerings on a regular basis. It is also based on the market knowledge of experienced insurance professionals without approaching the insurance market on every single policy. When a quote is not on a 'fair and personal market analysis' of the market basis, we will disclose this to you and explain why.

## Capacity

We act as an insurance intermediary, not an insurer and are appointed by you to act as your agent. To improve our service offering to you, there are times when we take on some of the work traditionally undertaken by insurers.

In doing so the law of agency dictates we become agent of the insurers, or underwriters for that work. Examples would be issuing cover notes and premium collection. For some of the work we do, we inevitably act as agent of the insurers or underwriters, and examples of our work includes issuing policy documentation and settling claims to make the process more simpler and efficient for you. For this work we receive remuneration from the insurer.

## 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

You will deal directly with Insurers when making a claim. Please refer to your policy documents for claim contact numbers. Contact numbers can also be found on our website <https://www.emberjd.com/insurer-claims-phone-numbers/>. 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 Insurer.

## 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 remunerated for our service by commission from insurer(s). In addition, we may charge a service fee and if so this will be shown on the documentation issued to you. We may also earn additional income from insurers to reflect the size 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.

You are entitled at anytime to request information regarding our remuneration, 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 or commission we receive for administering, arranging, amending, renewing and cancelling any policy of insurance, or for any significant work we might undertake on your behalf. This will be shown as a service fee. Any service fee will be declared to you prior to inception of cover or subsequent renewal.

### 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.

### 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

Information provided to us by you will remain confidential and be used solely for the purpose of providing insurance broking services to you, or to others where we are required to fulfil a regulatory or legal obligation and as set out in our Privacy Policy.

This means that your personal information will be used to process your policy, understand your needs and improve our services. It may be shared with third parties where required to do so for us to provide our services to you, or where we have appointed third parties to manage our business. Nothing in this agreement overrides the Broker's duty to place the interests of its client before all other considerations nor shall this agreement override any statutory legislative or regulatory requirements (whether obligatory or advisory) which may apply to the Broker. Information provided to you by us by way of reports and publications constitutes confidential and proprietary information belonging to us and may only be disclosed and/or used in accordance with permission granted by us.

Any other disclosure and/or use is strictly prohibited and we reserve our rights amongst others, to take such action as is necessary to protect our confidential and proprietary information. Please note that English Law recognises the existence of an implied contract of insurance permitting insurers to inspect certain documents which we hold as your broker. Some insurers have slightly wider access than others. Where possible we will advise you of any demand made by your insurers, but you should be aware that the right to inspect does not depend on your prior consent having been given.

### 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 crosscheck 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](mailto:vanessa.powell@tldallas.com)

If you are still not satisfied you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS). Access to the FOS is available for complainants coming within one of the following categories at the time we receive a complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individuals trade, business, craft or profession)
- Micro-enterprises (businesses employing fewer than 10 persons **and** with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below £6.5m **and** less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

### 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 scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim, without any upper limit for
  - compulsory classes of insurance (such as Third Party Motor or Employers Liability); and
  - 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, or where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk)