

Our Terms of Business

Ellis David Limited
Version 9.0.4, published Oct 2021

Contents

The Financial Conduct Authority	2
Our Service	3
Your duty of disclosure – VERY IMPORTANT	3
How we select Insurance companies	3
Renewals and Confirmation of cover	3
Complaints and Compensation.....	4
Payment for Our Services.....	5
Financial Services Compensation Scheme (FSCS).....	5
Handling Client Money and/or Insurer Money	6
Cancellation of Insurances.....	6
Conflict of Interest	6
Termination of Authority	6
Our Liability to You	6
Confidentiality of Personal Data and the General Data Protection Regulation (GDPR).....	6
Claims and Underwriting Exchange register and Motor Insurance Anti-Fraud register.....	7
Telephone Call Recording.....	7
Standard Charges, Fees and Tariffs	7

The Financial Conduct Authority

Ellis David Limited is authorised and regulated by the Financial Conduct Authority (FCA).
Our FCA Register number is 442066.

Our permitted business is to arrange, advise on, deal as an agent of insurers, assist in claims handling, help with ongoing changes, introduce to an insurer/premium finance provider(s) and arrange lending facilities in respect of general insurance policies on behalf of our clients.

You may check this on the FCA's register by visiting the FCA website, www.fca.org.uk/register or by contacting the FCA on 0800 1116768.

The FCA is the independent watchdog that regulates financial services. It requires us to give you certain information to decide if our services are right for you.

Our Service

Our role is to advise you and make a suitable recommendation after we have assessed your needs. In situations where we can arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. We will not, in any circumstances, act as an insurer or guarantee or warrant the solvency of any Insurer.

Your duty of disclosure – VERY IMPORTANT

Please be aware that you have an **ongoing** duty to disclose all facts which may be relevant to the risk.

Some of the factors you may not have considered but which an insurer may well want to know:

- Any involvement in companies that have liquidated, either voluntarily or otherwise.
- Any bankruptcies, county court judgements, IVAs or arrangements with creditors.
- Any criminal convictions or charges (falling within the Rehabilitation of Offenders Act).
- Any historical losses or incidents that may have been covered by insurance, whether an insurance claim was made or not.
- Ever had insurance cancelled or declined or special terms imposed for any reason including failure to conform to any risk management requirements.
- Any factor that you know will affect the risk but that no one else would know unless you tell them.
- Where you have a financial interest (or not) in the risk but the insurers are not aware (insurable interest).
- Significant changes in value of any item that is covered
- Changes in the use or location of any item that is covered
- Any changes to the answers listed on your proposal form or statement of fact.

The list could go on forever and you would best know the factors that might be considered “material”. If you are unsure tell us anyway or contact us to discuss further.

For personal/consumer policies, the examples listed above apply to you as an individual and anyone else who is named on the policy.

For business/commercial policies, the examples listed above apply to all senior management, directors or shareholders of the business or any other related entities in a group of companies (if applicable).

Failure to comply with the above duty could mean that your policy is void or that Insurers are not liable to pay all or part of any claim(s). In our experience, the most common reason for the repudiation of larger claims is for failure to disclose material facts, so it genuinely is in your best interest to advise us of anything that you think may be relevant.

How we select Insurance companies

Generally, we only place business with Insurers whom we consider to have a good standing in the market, providing a quality level of service and policy cover. We strive to offer value but do not select insurers on price alone.

We have access to products from a range of Insurers but for certain products or circumstances we may only deal with a single insurer or select from a limited number of Insurers who we have sourced as the most suitable in the marketplace. Where this is the case you may ask us for a list of Insurers from whom we offer insurance or whom we have contacted for your specific cover.

Our selection process usually involves presenting to a reasonable number of insurance companies that will cover the risk presented. This is called a fair analysis of the market.

Renewals and Confirmation of cover

Generally, we will assume that you wish to continue cover and will sometimes (but not always) auto-renew your insurance at each anniversary. We will attempt to contact you with our recommendation as your renewal date approaches. However, if we are unable to contact you before your renewal date or you have not provided us with your instructions, **your cover may lapse**. (Please make sure we have current and correct contact details.)

In cases where you pay for your insurance via direct debit, in the absence of any instruction from you to the contrary, your cover will usually (but not always) be automatically renewed for your protection.

If we have your permission to hold your credit card details on file, we may attempt to automatically debit your renewal premium before the renewal date. We will always contact you to advise before we renew any cover or take any payments.

In any event, you should not assume cover unless you have received explicit confirmation.

In the majority of cases, at each renewal, we will seek alternative quotes from our selected panel of insurers to check that your terms represent fair value. However, we may not recommend the cheapest option, especially if the cheaper option offers lower limits or more restrictive cover.

Please note, in cases where there is a history of non-standard circumstances or substantial claims we may not offer or seek alternative quotes at renewal.

Complaints and Compensation

Our aim is to provide all our clients with an excellent level of service. However, we recognise that there may be occasions when you do not feel satisfied with the service you have received from us. We take complaints very seriously and have developed a Customer Complaints Procedure which lets you know how you can get in touch with us and how we will deal with your complaint or issue.

Should you need to make a complaint, please contact our Complaints Manager, Denise Judge using any of the following methods:

In person

In writing Denise Judge, Complaints Manager, Ellis David Ltd, 152-154 Essex Rd, London N1 8LY

By telephone 0207 354 3881

By email complaints@ellisdavid.com

We will endeavour to resolve your complaint by the close of business of the next working day. However, if this is not achievable, you can be assured that we will deal with your complaint promptly and fairly, in line with our formal complaint handling procedures listed below:

We will write to you within five working days to acknowledge your complaint and provide details of who is handling your complaint

- We will keep you informed of the progress of your complaint as our investigations proceed
- We aim to provide a final response to your complaint within eight weeks from receipt of your complaint
- If we cannot provide you with a final response within eight weeks from the date of receipt of your complaint, we will outline the reasons for the delay and provide you with an indication of when you can expect a response
- When investigating your complaint, we will take into account any financial losses or material inconvenience you have suffered. Our final response letter will set out the reasons for our decision and we will make it clear to you, as to whether we accept or reject your complaint.
- If you are in any way dissatisfied with our final response, or if we have been unable to provide our final response to you within 8 weeks of receiving your complaint, **you have the right to refer your complaint to the Financial Ombudsman Service (FOS) free of charge** if you are:
 - an individual consumer;
 - a natural person acting for purposes which are outside your trade, business, craft or profession or
 - a micro enterprise (an enterprise that employs fewer than ten people and whose annual turnover and/or annual balance sheet total does not exceed EURO 2 million) or
 - a charity which has an annual income of less than £1 million at the time the complainant refers the complaint; or
 - a trustee of a trust which has a net asset value of less than £1 million at the time of the complainant refers the complaint.
 - a consumer who is a member of any business, charity or trust who is complaining as a beneficiary of a group policy

The Ombudsman might not be able to consider your complaint if:

- what you're complaining about happened more than **six years** ago, **and**
- you're complaining more than **three years** after you realised (or should have realised) that there was a problem.

If we think that your complaint was made outside of these time limits, we will leave this matter for the Ombudsman to decide. If the Ombudsman agrees with us, they will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.

If you do decide to refer your complaint to the Ombudsman you must do so within six months of the date of our final response letter. If you do not refer your complaint to the Ombudsman within six months of the date of our letter, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. Very limited circumstances include where the Ombudsman believes that the delay was as a result of exceptional circumstances.

The FOS offer an independent service for resolving disputes and you may contact the FOS by:

- Calling their consumer helpline on 0800 0 234 567 (free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)
- Writing to them at Exchange Tower, London E14 9SR
- Emailing complaint.info@financial-ombudsman.org.uk
- FOS website: <http://www.fos.org.uk/>

We will include a copy of the Financial Ombudsman Service's leaflet 'Your Complaint and the Ombudsman' in all resolution and 8-week response letters.

All disputes will be dealt with in accordance with UK and EU law.

Payment for Our Services

We accept payments by cash (subject to a limit), debit card, credit card, PayPal or by bank transfer.

It is sometimes possible to spread payments through an insurer's instalment scheme or a credit facility that we have arranged with a select number of premium finance providers. However, acceptance will usually be subject to a credit check.

If you choose to pay for your insurance premium through one of our preferred premium finance providers (you are entitled to ask us for a list of providers) we will provide you with a breakdown of costs of your monthly instalments and a document outlining key features of the credit agreement.

Please Note: Cheque Handling

If you choose to pay by cheque and send us a cheque made payable to Ellis David, Ellis David Insurance Brokers, Towbay Insurance Brokers or any of our other legal trading names or company names, we reserve the right to debit the account details printed on the cheque for the amount written on the cheque as a one-off transaction via an automated BACS clearing service as an alternative to presenting the cheque to our bank for clearance. The money will be debited from your bank 2-5 business days after we receive the cheque and will be credited to our Client Money account (see below). Your cheque will be securely destroyed.

We usually receive commission from insurers when placing your business and from finance companies when arranging finance for you (this is usually expressed as a percentage of the individual loan and paid directly to us by the premium finance provider).

We occasionally receive additional remuneration from insurers, premium finance providers and other associated business partners for business we place with them. Please feel free to ask us for any further information.

You will receive notification, which will tell you the total price to be paid and when it will become payable. Any fees or charges will be spelt out to you in writing, separately from the premium.

Financial Services Compensation Scheme (FSCS)

We do not guarantee the solvency of any insurer with whom we place business.

We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending i.e. credit broking/lending. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Insurance advice and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details regarding the FSCS can be obtained from its website www.fscs.org.uk

Handling Client Money and/or Insurer Money

We hold all client money collected for onward transmission to the insurance undertaking and return premiums/credits/claims payments due to clients from Insurers in a non-statutory trust Client Bank Account in accordance with the authorisation we have from the Financial Conduct Authority. We can advance credit to our clients from this account in accordance with CASS 5.4 regulations.

For some transactions client money may pass through other authorised intermediaries before the Insurer receives it. Where we collect or hold money as agent of the insurance undertaking you will be notified accordingly.

Interest is not paid on balances in our Client Bank Account.

Cancellation of Insurances

You should make any request for the cancellation of a policy in writing. In the event of cancellation charges for our services will apply. The terms of your policy may allow Insurers to retain the premium in full or to charge short-period premiums in the event of cancellation.

Conflict of Interest

Occasions can arise where we or one of our associated companies, clients or Insurers will have a potential conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

Termination of Authority

You may terminate our authority to act on your behalf with 14 days' notice or as otherwise agreed without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated, which will be completed according to these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

Our Liability to You

Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurances as acceptance of the limitation of our liability to you and to any other person with an interest in your insurances, as follows:

Other than in respect of any claim: -

- Resulting from our breach of the FCA's rules; or
- Resulting from our fraudulent acts or any of our acts which are deliberately contrary to our agreement with you; or
- In relation to any liability for death or personal injury resulting from our negligence; or
- In relation to any liability, which cannot lawfully be excluded or limited.

Our liability in contract, tort (including without limitation negligence) or otherwise will be limited to £2,000,000 in respect of all services we provide to you over any twelve-month period.

Confidentiality of Personal Data and the General Data Protection Regulation (GDPR)

All personal information is treated by us as confidential and is processed in accordance with the relevant legislation. Please refer to our Privacy Policy for a detailed description of how we protect your personal data. You can find this by visiting: <https://ellisdavid.com/privacy-policy/>

The following table gives a summary:

Purposes for which we process your personal data	The basis on which we can do this (what the law allows)
In order to perform our contractual obligations to you. This would include fulfilling your requests for insurance services (including obtaining insurance for you, fulfilling requests for mid-term adjustments and obtaining renewals)	The processing is necessary in connection with any contract that you may enter into with us
To administer your account, including financial transactions for insurance	The processing is necessary in connection with any contract that you may enter into with us
To assist in the prevention and reduction of fraud and other financial crime	The processing is necessary for us to comply with the law and our legal requirements
In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded	The processing is necessary to pursue our legitimate interest in the management and operation of our business
To let you know about similar products and services that may be of interest to you	The processing is necessary to pursue our legitimate interest in operating our business

Claims and Underwriting Exchange register and Motor Insurance Anti-Fraud register.

Insurers pass information to the Claims and Underwriting Exchange register (CUE) and the Motor Insurance Anti-Fraud register. The objective is to check information provided and prevent fraudulent claims. Motor Insurance details are also added to the Motor Insurance Database (MID), which has been formed to help identify uninsured drivers and may be accessed by the Police to help confirm who is insured to drive.

Telephone Call Recording

Most inward and outward telephone calls are recorded. We believe this to be a mutual benefit, although we cannot guarantee, in all cases, to be able to retrieve such calls for playback.

Standard Charges, Fees and Tariffs

New Business, Renewals and Mid-Term adjustments	We charge variable fees based on the complexity, premium, commission and time spent. We will sometimes add a fee to round the total premium to a whole amount or to ensure the total income earned by us on each policy is sufficient to justify the effort spent. Our fees will be displayed clearly.
Duplicate documents via Email	Free
Duplicate documents via post	£10.00
Uncleared funds or cheques and late payments	£15.00
Cancellation	£25.00 plus any commission reclaimed to/by the insurer

Payments by Cash, BACS, American Express, credit card or debit card will not incur any additional charge.

Payment by PAYPAL will incur an additional charge of 2.5% of the total.

Other Charges, Fees and Tariffs may, from time-to-time, apply for any class of business. They will be notified individually.