ELLIS DAVID
INSURANCE BROKERS

Our Terms of Business

Ellis David Limited
Version 9.2.0, published Nov 2026

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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 regulator 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.

Consumer or business? Some of these terms differ depending on whether you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) or a business/commercial customer. Where they differ, we say so. If it is not clear which applies to you, we will treat you as a consumer.

These terms apply from the time you first instruct us to arrange, renew or change insurance for you, and replace any earlier version. Anything we agree with you in writing for a particular policy (for example, a fee) takes priority over these general terms. Your insurance cover itself is governed by your insurer's policy documents.

Your duty of disclosure – VERY IMPORTANT

The information you give to us and to your insurers is the basis of your cover. What the law expects of you depends on whether you are a consumer or a business.

If you are a consumer, you must take reasonable care to answer all the questions we and your insurers ask fully and accurately when you take out, change or renew your policy. Please check your proposal form or statement of fact and tell us straight away if anything is wrong.

If you are a business, you must make a fair presentation of the risk before you take out, renew or change your policy. This means telling us about every material circumstance that you know or ought to know, after making reasonable enquiries within your business. A material circumstance is anything that would influence an insurer in deciding whether to offer cover and on what terms. What your senior management know, and what anyone responsible for arranging your insurance knows, counts as your knowledge.

During the period of insurance, you must also tell us about any changes that your policy requires you to report. If you are unsure, tell us anyway.

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 unspent criminal convictions, pending charges or Police cautions (you do not need to tell us about convictions that are spent under 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 the business itself, its directors, partners and senior management, and any other companies in the same group that are covered by the policy.

If you do not meet these duties, your insurer may be entitled to cancel or avoid your policy, change its terms, or refuse to pay all or part of a claim, depending on the circumstances. 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, we will tell you before you buy and name the insurer(s) concerned. You may also ask us at any time for a list of the Insurers we have contacted for your specific cover.

For most of the insurance we arrange, our selection process involves presenting your risk to a sufficiently wide range of insurance companies that will cover it. This is called a fair analysis of the market. Our quotation or renewal documents will confirm the basis on which we have made our recommendation.

Renewals and Confirmation of cover

We will contact you in good time before your renewal date with our recommendation, the premium and any fees. Our renewal notice will tell you whether your policy will renew automatically or whether we need

your instructions, and the date by which we need to hear from you. (Please make sure we have current and correct contact details.)

Where your renewal notice says that your policy will renew automatically (typically where you pay by direct debit), it will be renewed for your protection unless you tell us otherwise before the renewal date. You can ask us to switch off automatic renewal at any time, free of charge, by telephone, email or in writing.

Where you have given us permission to hold your card details and to use them for your renewal, we may take your renewal premium from that card, but only after our renewal notice has told you the amount and the date. We will always contact you to advise before we renew any cover or take any payments.

Where your renewal notice says that we need your instructions and we do not receive them by the renewal date, your cover will lapse.

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 will send you a final response within eight weeks of receiving 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. You may then refer your complaint to the Financial Ombudsman Service without waiting for our final response.

- When investigating your complaint, we will consider 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 cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment. The FOS Consumer Helpline is on **0800 023 4567** and their address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR Their website is at: http://www.financial-ombudsman.org.uk/
- The Financial Ombudsman Service is free to use. It is available to consumers and to smaller businesses, charities and trusts. You must normally refer your complaint to it within six months of the date of our final response.

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

We would rather you did not pay by cheque. 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 will either bank it or collect the payment by a one-off Direct Debit from the account printed on the cheque, for the amount written on the cheque. We can only bank a cheque that is perfectly legible and filled in correctly; if it is not, we will use the Direct Debit or ask you to pay another way. By sending us a cheque, you authorise us to do this. Where we collect by Direct Debit, the money will be debited from your bank 2-5 business days after we receive the cheque, we will not also present the cheque (which will be securely destroyed) and the payment is protected by the Direct Debit Guarantee. Either way, the money will be credited to our Client Money account (see below). If you do not want us to collect payment in this way, please use one of the other payment methods listed above.

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. You are entitled to ask us at any time what commission or other remuneration we receive for arranging your insurance or finance, and we will tell you.

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, before you agree to go ahead.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). 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. Consumers, and commercial customers with less than £1m turnover, are generally eligible. Insurance advising and arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (eg., motor insurance and employers' liability insurance), professional indemnity insurance, and claims arising from the death or incapacity of the policyholder due to injury, sickness or infirmity, insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS at 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. This type of trust allows us to use money held in the account for one client to pay another client's premium before we have received it from that client, or to pay a claim or refund before we have received it from the insurer. This is permitted by the FCA's client money rules (CASS 5.4) and is subject to controls that are independently audited every year. By

instructing us to arrange your insurance, you consent to us holding your money in this way.

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. In that case, premiums you pay to us are treated as having been received by the insurer, and any claims money or refund is not treated as paid to you until you actually receive it.

We do not pay interest to clients on balances in our Client Bank Account; any interest earned is kept by us. By instructing us, you consent to this.

Cancellation of Insurances

You should make any request for the cancellation of a policy in writing. In the event of cancellation, our cancellation charge will apply (see Standard Charges, Fees and Tariffs). 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.

If you are a consumer, you usually have the right to cancel a new or renewed policy within 14 days of the day it starts or, if later, the day you receive your policy documents (the “cooling-off period”). Your policy documents explain how to do this and any exceptions. If you cancel during this period, the insurer may charge for the time you have been on cover, and we will only charge for the service we have actually provided, which will never be more than the charges already notified to you.

Delegated Authority

For certain products we may have access to a delegated authority from one or more of our insurer partners. This means we are able to price and bind business on behalf of the insurer(s). In these situations, we are acting as both agent of you (as our client) and as agent of the insurer(s). We have robust controls in place to ensure fair treatment and to avoid conflicts of interest. For these schemes we will tell you the insurer(s) involved and the basis of our recommendation, and we regularly review each scheme against the wider market to check that the terms represent fair value.

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. Our authority will end 14 days after we receive your notice, unless we agree an earlier date. Ending our authority does not itself cancel any insurance policy. We may also end our authority to act for you by giving you 14 days' written notice. 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 total for all claims arising from the services we provide to you in any one calendar year. If you are a consumer, nothing in this section affects your statutory rights.

Joint and Several Liability

Where we arrange insurance on the instructions of a group of companies or of more than one client, each client that has instructed us (directly or through someone authorised to act for it) is jointly and severally liable for

payment. This means each member has joint and individual liability for the payment.

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

Use of Artificial Intelligence (AI) Tools

We may use Artificial Intelligence (AI) tools to assist with certain operational, analytical, or administrative tasks, such as document processing, data validation, and trend analysis. All such tools are used strictly in accordance with our data protection obligations. Most of our AI systems are operated internally, on our own secure infrastructure. Where we use third-party AI services, they act only on our instructions, under contracts that require them to keep your information confidential and secure and not to use it to train their models, and personal data is processed in the UK or the European Economic Area. AI tools assist our staff; they do not replace the judgement of the people who look after your insurance. Our Privacy Policy gives more detail.

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.

Governing Law

These terms are governed by the law of England and Wales, and any dispute will be dealt with by the courts of England and Wales. If you are a consumer living in Scotland or Northern Ireland, you may also bring proceedings in your local courts. Nothing in these terms affects your right to refer a complaint to the Financial Ombudsman Service.

Standard Charges, Fees and Tariffs

New Business, Renewals and Mid-Term adjustments	We charge an arrangement fee that reflects the work involved, taking account of the complexity of the risk, the premium, the commission we receive and the time spent. Fees may be rounded so that the total you pay is a whole amount. We will always tell you the amount of our fee, separately from the premium, before you agree to go ahead.
Duplicate documents via Email	Free
Duplicate documents via post	£10.00
Uncleared funds or cheques and late payments	£15.00
Cancellation	£25.00, plus the commission we have to repay to the insurer on any premium refunded to you. Both amounts will be shown on your cancellation statement.

We do not make any additional charge for your choice of payment method.

Other Charges, Fees and Tariffs may, from time-to-time, apply for any class of business. They will be notified to you individually, in writing, before you incur them.