

# Terms of Business Agreement (TOBA)

## Dixons Commercial Insurance Brokers

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### **INTRODUCTION**

*Please read this document carefully as it sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree.*

### **STATUS AS AN INDEPENDENT INTERMEDIARY AND REGULATORY AUTHORISATION**

*Dixons Commercial Insurance Brokers is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 306297. These details can be checked on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.*

### **PERMISSIONS**

*We are permitted 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, [collect and administrate debts] in respect of general insurance policies on behalf of our clients.*

### **PRODUCT RANGE**

*We have access to leading insurers and often we select your insurance product from a wide range of insurers, however there are times when we use a select panel of insurers (please ask us if you would like a list of these insurers) or even a single insurer. We use a select panel of premium finance providers and as with our panels of insurers we offer details of whom we use upon request. We will always advise you of our selection range for insurers and premium finance providers prior to you committing to purchase an insurance policy.*

*In certain circumstances we will use the services of another intermediary to place your insurance and in these circumstances we will always advise you of the name of that intermediary.*

### **OUR ADVICE**

*Upon assessment of your requirements, we will make a recommendation for a particular insurance product.*

*Our advice will be confirmed, in a demands and needs statement which will clearly state the reasons for our recommendation.*

*In some circumstances, such as renewing your insurance cover with your existing insurers or where we may simply provide you with information on a product, we will not be providing you with advice; we will always make this clear to you in our documentation.*

## **CONSUMERS - INFORMATION WE NEED TO KNOW**

*Your policy document will state your customer classification.*

*You must take reasonable care to provide complete, accurate and honest answers to the questions we ask when you take out, make changes to, and renew your policy.*

*Please also tell us if there are any changes to the information set out in the Statement of Fact, certificate of insurance (if applicable) or on your schedule.*

*If any of the information provided by you changes after you purchase or renew your policy and during the period of your policy please provide us with details.*

*If any of the information provided by you is not complete and accurate:*

- *your insurer may cancel your policy and treat it as if it never existed; or*
- *your insurer may refuse to pay any claim, or*
- *your insurer may not pay any claim in full, or*
- *your insurer may revise the premium and/or change the compulsory excess, or*
- *the extent of the cover may be affected.*

*In respect of motor policies, it is an offence under the Road Traffic Acts to provide incomplete or inaccurate information to the questions asked in your application for the purpose of obtaining a certificate of motor insurance.*

*Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference. A copy of the completed application form (if applicable) will be supplied on request within a period of three months after its completion.*

## **COMMERCIAL CLIENTS' DUTY OF DISCLOSURE**

*It is your responsibility, throughout the lifetime of a policy and at renewal, to provide us and your insurers with complete and accurate information.*

*You should check details on any forms that have been completed on your behalf to ensure they are correct.*

*All material facts should be disclosed, relating to the insurance cover we arrange for you. Material facts are those which are likely to affect both the assessment and acceptance of risks being insured.*

*If you are unsure whether a fact is material, you should disclose it. Failure to provide full and accurate information may invalidate your cover, thus any future claim may be declined.*

*If you are in any doubt as to what may constitute a material fact then please don't hesitate to ask us.*

## **FEES AND CHARGES**

*We reserve the right, at our discretion, to make an administration charge.*

*Mid Term Adjustment(Whether permanent or temporary) - £15*

*We do not refund commission as this was earned for arranging the policy and will be deducted from any return premiums.*

*Lost Documents - £15*

*Cancellations - £15*

*We do not refund commission as this was earned for arranging the policy and will be deducted from any cancellation return premiums. Where the policy has a minimum and deposit premium no refund is allowable and this will be indicated at the time the quotation is confirmed*

*Declaration Adjustment - £25*

*Dishonoured Cheque - £25*

*These fees may be subject to change and where this is the case you will always be advised of the actual fee in writing and before you make your decision to purchase insurance from us.*

*Where we arrange cover which is subject to no commission or a low commission payment from insurers, we will charge an arrangement fee. We will always advise you of the actual amount when we are providing you with a new or renewal quotation.*

*We usually receive a commission from an insurer when placing your business and from a finance company when arranging finance for you. We occasionally receive additional remuneration from insurers, finance providers and other associated business partners for business we place with them. Please feel free to ask us for any further information.*

## **HOW AND WHEN TO MAKE PAYMENTS**

*You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in our letter/invoice. Failure to meet the payment date may lead to insurers cancelling your policy.*

*We accept payment by cheque with a guarantee card, debit/credit card or by monthly direct debit instalment facilities. We will discuss your preferred payment options with you when we arrange your insurance.*

*Please note that cover will cease if you fail to keep up payments under a credit agreement.*

*If we are asked to cancel the policy by a third party premium provider, we will undertake this action but we will however be acting as your agent in this process.*

## **BRIBERY AND CORRUPTION**

*Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.*

## **HOW YOUR PAYMENTS ARE HANDLED**

### **Statutory Trust Account**

*We hold all client money which includes money collected for onward transmission to insurers and refund payments to clients, in a client bank account with an approved bank under a statutory trust arrangement in accordance with Financial Conduct Authority rules.*

*In some circumstances we may need to use another intermediary to arrange your insurance and as a result we pass money through other authorised intermediaries before finally paying it to the insurer.*

*Any monies held when acting as agent of the insurer is deemed as having been received by the insurer. This money is also held in the same client account.*

*It is our policy to retain any interest that may be earned on monies held in our client account.*

## **CANCELLATION RIGHTS**

*Your policy document will provide you with specific information on your full rights to cancel your insurance.*

*A personal policy which lasts for more than one calendar month offers you the facility to cancel the cover (providing there have been no claims) within 14 days from the policy start date or the date when you receive the full policy documentation from us or your insurers, whichever occurs later.*

*You will be entitled to a refund of premium less our administration charge and a charge by your insurer for the time your insurance cover was in place.*

*Please contact us in writing or by e-mail should you want to exercise your right to cancel.*

## **REFUND PROCEDURES (outside of cancellation rights)**

*Where you cancel your personal insurance outside of the 14 day cancellation period or where you cancel your commercial policy at any time, we reserve the right to charge for our time in providing you with advice and for the administration costs involved. This results in us retaining our original commission and fees.*

*For some insurance contracts, insurers will not provide refunds for mid term cancellation of cover. We will advise you of this if it affects you.*

*Taking in to account the administration costs when amending your policy, we do not provide refund payments of less than £25.00*

### **RENEWAL OF CONTRACT**

*We write to you in good time before your renewal date, offering you renewal terms or in situations where we are not inviting renewal, we will advise you. Renewal of the contract is based on the information you supplied when we arranged your current contract along with any amendments you have made during the period of cover. It is vital that you advise us of any changes to your requirements.*

*Where we offer you renewal terms and your insurance is paid by monthly direct debit instalments, in the absence of a response from you we will deem this as your consent to renew the cover automatically. This will ensure that you are not in a position without insurance cover.*

### **NOTIFICATION OF CLAIMS OR INCIDENTS**

*Many insurers provide a 24 hour helpline in respect of claims. Please consult your policy document for contact details.*

*Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them either by contacting your insurer or ourselves. In some circumstances, late notification can result in a claim being rejected.*

*If you receive any correspondence from a third party in relation to your claim, please pass it to us or your insurer immediately and unanswered.*

*If you require any assistance regarding a claim or incident, please do not hesitate to contact us.*

### **CONFLICTS OF INTEREST**

*Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests' or our duty to another party prevents us from discharging our duty to you.*

*Where we become aware of any actual or potential conflict of interest we will inform you of the situation, the options available to you and we will ask for your consent to proceed.*

### **SOLVENCY AND COMPENSATION**

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

*We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit broking. 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 advising 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 their website [www.fscs.org.uk](http://www.fscs.org.uk)*

## **COMPLAINTS PROCEDURES**

*Our aim is to provide all of our clients with an excellent level of service. However we recognise that there may be an occasion, when you do not feel satisfied with the service you have received from us. We take complaints very seriously and with this in mind we 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 Matt Hulse or the Deputy Complaints Manager Rob Vincent using any of the following methods:*

*In Person*

*In writing – Complaints Manager, Dixons Commercial Insurance Brokers, 4a Parkway, Porters Wood, St Albans, AL3 6PA*

*By telephone – 01727 736970*

*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, Harbour Exchange Square, London E14 9SR*
- *Emailing [complaint.info@financial-ombudsman.org.uk](mailto: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.*

#### **TERMINATION OF AGREEMENT**

*Our agreement may be terminated by either one of us giving 30 days notice in writing to the other. You will be liable to pay for any outstanding transactions or adjustments prior to termination without any penalty fee as long as these are settled immediately on termination. We will be entitled to retain any fees or commission payable in relation to business transacted prior to date of the termination.*

#### **LAW AND JURISDICTION**

*These terms of business are governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business, we both irrevocably submit to the non-exclusive jurisdiction of the English courts.*

**DATA PROTECTION**

*During our dealings with you we will need to collect information about you, which we will hold in paper and/or electronic format as data controllers under the Data Protection Act. We can use this information to analyse your current and future needs so that we can ensure that any advice is suitable to your particular circumstances. The public register of data controllers can be found at [www.ico.gov.uk](http://www.ico.gov.uk).*

*The FCA requires us to keep records of all our business transactions for at least a set number of years, depending on the type of transaction. However, we will not keep records longer than is necessary.*

*You or your appointed agent has the right to inspect all records relating to yourself and your transactions through ourselves and, where appropriate, have it corrected or deleted (if the deletion would not be a breach of any known regulations). All such requests for information must be referred to the Data Protection Officer at Dixons Commercial Insurance Brokers, 4a Parkway, Porters Wood, St Albans, AL3 6PA.*

*We treat all our clients' records as confidential, so we reserve the right to give you copies of your particular records rather than allowing access to files containing records about other clients.*

*We will supply the information to you within the required timescale of 40 days and we will charge a fee of £10 for the information.*

*By accepting this Terms of Business:*

*You agree that the information we hold about you can be held on computer and/or paper files.*

*You agree that any information, which you give us, may be disclosed to third parties (e.g. credit reference agencies and product providers) for the purpose of processing your application or to another firm upon the sale of all or part of our business.*

*You agree that we may use the information that we hold about you to contact you from time to time by post, fax, e-mail or telephone to bring to your attention additional products or services, which may be of benefit to you. If you do not wish your data to be held as detailed above or receive contact from us regarding other products and services, please tell us in writing to our address shown above.*

**CLIENT DECLARATION**

*This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information*

*I/We am/are agreeable to Dixons Commercial Insurance Brokers acting on my behalf.*

*I/We agree that this Terms of Business will come into effect from the date of issue and will remain in force until replaced or terminated.*

*Signature: \_\_\_\_\_ Date: \_\_\_\_\_*

*Print Name: \_\_\_\_\_*

*Company Name: \_\_\_\_\_*