

## Terms of Business

### About us

QDOS Insurance Services Limited of St.Anns House, Parsonage Green Cheshire SK9 1HG is authorised and regulated by the Financial Conduct Authority. Our FCA Firms Registration Number is 472167. We are permitted to arrange, advise on, deal as an agent of insurers and clients, and assist in claims handling with respect to none investment insurance policies. You can check these details on the FCA's Register by visiting the FCA's website <http://www.fca.org.uk/register>

### Your duty of disclosure

**Consumers:** You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

**Commercial customers:** Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

### How to cancel

You may have a statutory right to cancel a policy you take out through us within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory cancellation period (where this applies) you may receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. In addition, we may keep an amount which reflects the administrative costs of arranging and cancelling the policy. Details of these amounts are given in our tariff of administration charges.

If you wish to cancel outside the statutory cancellation period (where this applies) you may not receive a pro rata refund of premium. In addition, we may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of administration charges). Details of these amounts are given in our tariff of administration charges.

### Protecting your information

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent in relation to administering your insurance or where we are required by law.

Some or all of the information you supply to us in connection with your insurance proposal may be passed to insurance and other companies for underwriting, claims and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998, under which you have a right of access to see personal information about you that is held in

our records, whether electronically or manually. If you have any queries, please write to Robert Hannah at the above address.

We and/or the insurers and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify your identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on your behalf. Each of the searches may appear on your credit report whether or not your application proceeds.

*By agreeing to these terms and conditions you agree to these uses of your information.*

### **How to claim**

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the insurer direct as soon as possible using the contact details provided. If in doubt about whom you should contact, please contact us on 0800 440 2417.

### **Fees and charges**

Please refer to our tariff of administration charges for fees payable under this Terms of Business Agreement. These charges will apply if you instruct us to carry out a mid-term adjustment, renewal, cancellation or other work on your behalf.

Duplicate Documents	£7.50
All mid-term adjustments	£7.50
Renewal fee	£0.00
Cancellation of the policy within the first 14 days	Provided the certificate of motor insurance has been returned to us, a pro rata premium for cover given (and possibly an administration charge – please read the policy summary/KeyFacts document) will be charged by the insurer; we will charge an administration charge of 7.50.
Uncleared cheque	£30.00
DD failure	£30.00

### **Our earnings**

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.

### **Protecting your money**

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your policy is treated as being paid for), or we hold it in a client bank account on trust for you.

We may transfer your money to another intermediary in some cases. However your money will be protected at all times because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

*By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.*

**Complaints**

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact Robert Hannah at the above address or call 0800 440 2417. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 0 234 567 and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

**Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. 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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>.