

## TERMS OF BUSINESS



The following Terms of Business Agreement sets out the basis on which G. Moore & Co. Ltd, referred to as 'We' will provide business services to you as a consumer or commercial client of the firm. Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

Contact us : 01535 643262 / [info@gmco.co.uk](mailto:info@gmco.co.uk) / 2 Albion St, Cross Roads, Keighley, West Yorkshire, BD22 9EB

**1. ABOUT US** - We are an independent Insurance Intermediary authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 657524. We are permitted to deal as an agent of insurers and clients in respect of non-investment insurance policies. You can check our details on the FCA's Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA Consumer Helpline on 0800 111 6768.

- We select products from a range of insurers for motor, home, commercial vehicle and motorcycle insurance.
- We only select from a limited number of insurers for liability, commercial, fleet, collectors car, breakdown, travel, special type vehicle, caravan and motor trade insurance. - Ask us for a list of the companies and products we use.
- We offer a range of Add-on products including legal expenses insurance from Motorplus Ltd. - A list of their products is available upon request.
- We are also authorised by the FCA for credit broking. We act for two lenders – Creation Finance Ltd & Close Brothers Ltd.

**2. WHICH SERVICE WILL WE PROVIDE YOU WITH** - Depending on the insurance product you require, we will ask you some questions to assess your needs. We offer advice and make recommendations on some products and on others we will narrow down the selection but not give advice. We will make it clear which applies to you at the time.

**3. WHAT WILL YOU HAVE TO PAY US FOR OUR SERVICES** - Our administration fees vary from £3.00 to £50.00 dependant on the class of business and the work we carry out. We will advise you in advance of the charges that apply.

Other fees include:

£10.00	-	To process mid term adjustments i.e. replacement certificates, change of vehicles & change of drivers etc.
£20.00	-	To cancel a policy.
£10.00	-	For any missed or late payments.
£10.00	-	To pay in 2 instalments.
£20.00	-	To pay in 3 instalments (£30.00 to pay in 3 instalments if premium is over £1,000.00).
1.5% of total premium	-	For a Credit Card transaction.

NOTE: All return premiums will be net of commissions.

If you pay your premium by Direct Debit instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements.

**4. OUR DUTY TO YOU** - We have a duty to 'Treat Customers Fairly'. This covers many aspects commencing from the initial quote, setting up the policy, to dealing with claims, mid term changes and your renewal. Our aim is to discuss or supply as much information as possible in a clear & precise way so that you understand exactly what you are buying. You also have peace of mind that we have been open & honest with you when recommending a company. We have a written guide on 'Treating Customers Fairly' which is available on request.

## 5. 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.

You agree to motor insurers requesting your (or any named drivers) driving licence number (DLN) to check any relevant information from the DVLA and for them to search your 'No Claims Discount' details against a No Claims Database (NCD) to obtain information in relation to your No Claims Discount entitlement. Searches may be carried out at the quote stage and at inception of the policy. These checks help to prevent fraud & non disclosure. This initiative is referred to as 'Insurance Industry Access to Driver Data (IIADD)'.

**Non-consumer 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.

**6. CUSTOMER DOCUMENTS** - We may keep certain documents such as your insurance certificate until we receive full payment, all documents are received from you (e.g. Proof of no claims bonus) and confirmation of the Direct Debit is received from the credit company (if applicable). In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents which you are required to have by law. When a policy is issued, you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you have purchased. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.

**7. WHAT TO DO IF YOU NEED TO MAKE A CLAIM** - If you need to make a claim please contact us at G. Moore & Co. Limited. We will advise you on the correct procedure depending on the type of claim and policy type. If your claim is for theft, attempted theft or malicious damage, the matter must be reported to the police as soon as possible. Full details of how to make a claim and your responsibilities in relation to making claims will be supplied with your 'Confirmation of cover' letter.



**8. CONFIDENTIALITY** - All personal information about you will be treated as private & confidential (even when you are no longer a customer). We will only use and disclose the information we have about you in the normal course of arranging and administering your insurance and any related credit arrangements, and will not disclose any information to any other parties without your consent. Motor & Home Insurers pass information to the Claims & Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud & Theft Register, run by the Association of British Insurers (ABI). The aim is to help the insurers check information provided and also to prevent fraudulent claims. Your motor insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre (MIIC). This has been set up to identify uninsured drivers, and may be searched by the Police to help confirm who is insured to drive. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries please write to us at 2 Albion Street, Cross Roads, Keighley, West Yorkshire, BD22 9EB.

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

**9. INSURANCE COMPANY SOLVENCY** - At G. Moore & Co. Limited we regularly check the products we offer for all lines of business. We use many different insurance companies, which enables us to offer a good range of products. We will only offer products from reputable companies but cannot guarantee insurer solvency, will not monitor the solvency of insurers on an ongoing basis and do not accept liability for any losses that may be suffered by you if the insurer ceases to trade. The Financial Services Compensation Scheme (FSCS) has been set up to help customers in these circumstances. (Also see NOTE 13. for cover against Broker insolvency)

**10. CONFLICT OF INTEREST** - Treating customers fairly is paramount at G. Moore & Co. Limited and we have strict guidelines to follow when dealing with you (the customer). We have rigorous internal policies and procedures for managing potential conflicts of interest. We are part of NIG's partner broker scheme for Commercial insurance, which allows flexibility on premiums, telephone support & other client concessions. NIG requests support from ourselves where possible and in return we may receive an enhanced commission. XPEKT & KGM offer flexibility on premiums & other concessions for Commercial vehicle & Motor insurance. In return we place business with them where possible and receive an enhanced commission. If we recommend 'NIG', 'XPEKT' or 'KGM' it will be based on your demands and needs and we will give justification for our recommendation. We will not recommend any of these companies if it is not in your interest.

**11. PROTECTING YOUR MONEY** - Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we hold your money as agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer.

We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction. **By accepting this Terms of Business Agreement, you are giving your consent for us to treat your money in this way. Please notify us immediately if you have any objection or query.**

**12. WHAT TO DO IF YOU HAVE A COMPLAINT** - It is our intention to provide you with a high level of customer service at all times. If there are occasions when we don't meet your standards, please contact Mr Ian Thornber in writing at 2 Albion Street, Cross Roads, Keighley, West Yorkshire, BD22 9EB or by phone on 01535 643262. 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 023 4567 and further information is available at [www.financial-ombudsman.org.uk/](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. We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

**13. FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)** - We are covered by the 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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising & arranging is covered for 100% of the claim, without any upper limit.

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

**14. 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 or arranging premium finance.

**15. MONEY LAUNDERING / PROCEEDS OF CRIME** - We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

**16. ADEQUACY OF INSURANCE VALUES** - It is the responsibility of the insured to ensure that all sums insured and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits we cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor / Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

**17. HOW TO CANCEL & COOLING OFF PERIOD** - Please contact us immediately if you wish to cancel any insurance policy we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer). Please refer to your policy summary or policy document for further details. If you cancel within this initial cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer. However, insurers are entitled to make an administrative charge. In addition, we may charge an amount which reflects the administrative costs of arranging and cancelling the policy. Details of the amount we charge are given in our tariff of administration charges.

If you choose to cancel other than within an initial cancellation period you may not receive a pro rata refund of premium. In addition, we may charge an amount that reflects the administrative costs of arranging and cancelling the policy (see our tariff of administration charges).

Note: Refund of premiums are not given for Travel & Breakdown policies.

**These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England & Wales.**