

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 / 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 or by contacting the FCA Consumer Helpline on 0800 111 6768.

• We are also authorised by the FCA for credit broking. We act for two lenders – Creation Finance Ltd & Close Brothers Ltd.

2. OUR SCOPE OF SERVICE - We offer a wide range of insurance products and have access to leading insurers in the marketplace. When we arrange your insurance we'll inform you of the nature of the service we provide. This will usually be one of the following:

- A personal recommendation to buy the policy, on the basis of a fair and personal analysis of the market.
- A personal recommendation to buy a policy we select from one or more insurance undertakings (not on the basis of a fair and personal analysis of the market) in which case we will provide the names of those insurance undertakings.
- Information only about a policy from one or more insurance undertakings without giving you advice or a personal recommendation, in which case we will provide the names of those insurance undertakings.
- Advice only, with or without a personal recommendation.

We generally act on your behalf in arranging your insurance, but we'll make clear at the outset whether we are acting for you or for the insurer in particular circumstances.

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).

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. PROTECTING YOUR INFORMATION - We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully (enclosed in all correspondence, available to view on our website - www.gmco.co.uk & available upon request) and contact us immediately if you have any queries. Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

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 / CUSTOMERS BEST INTEREST - As insurance brokers we generally act as your agent in advising you, arranging your insurance & assisting you in the event of a claim; we will always act honestly, fairly & professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation and the options available to you before we proceed.

We are part of R&Q's partner broker scheme for Commercial insurance, which allows flexibility on premiums, telephone support & other client concessions. R&Q 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 'R&Q', '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 best 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/. 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/

14. OUR EARNINGS - in return for placing business with insurers, underwriters and other product providers, we receive a commission from them which is a percentage of the annual premium that you are charged with. The same applies for any premium finance we arrange for you.

Occasionally we may also receive a bonus from insurers if the policies we sell reaches a specific profit target, although this is not guaranteed.

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.

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

Block transfers - In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us to do so.

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 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.

18. TERMINATION - You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

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.