

## Terms of Business

### Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- The section headed 'Confidentiality and Data Protection' which includes information about explaining how 'sensitive personal data' will be used; and

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

### Who regulates us

Well Dunn Limited, trading as Well Dunn Insurance Services, Well Dunn Insurance Revolution Services & 5 Star Insurance Services, is authorised and regulated by the Financial Conduct Authority. Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts, and credit broking in relation to insurance instalment facilities. Our Financial Services Register number is 582576. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by telephoning the FCA on 0800 111 6768.

### Our Service

When purchasing insurance via telephone, our service includes advising and making a recommendation on your insurance needs, arranging cover with insurers in accordance with your requirements, helping you with on-going changes or advising you if we are unable to place your insurance. When purchasing insurance online, we source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed. We act as your agent (except when insurers have given us permission to accept cover and issue documents on their behalf) and can offer a wide range of insurance products and have access to leading insurers in the marketplace. For some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service. We will give you details of these arrangements before you make any commitment on any product we offer you, and a list of the insurers used in these cases is available on request.

We will explain the main features of the products and services that we offer you including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. In some circumstances we provide information only and do not therefore make a personal recommendation.

If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised. We will confirm all details prior to the inception of your insurance.

### Solvency of Insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

### Important Information

If you are a consumer, you are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

If you are a commercial customer you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. **If in doubt about any point in relation to material facts please contact us immediately.**

### Financial Crime/Fraud Prevention

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process.

We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

To prevent and detect fraud we may at any time:

1. Share information about you with other organisations and public bodies including the Police;
2. Check and/or file your details with fraud prevention agencies and databases. We and other organisations may also search these agencies and databases to help make decisions about the provision and administration of your insurance.
3. Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases which we use including:

- a) Claims and Underwriting Exchange Register (CUE) – insurers pass information to CUE to help check claims information provided and also to prevent fraudulent claims. Under the conditions of a policy you must tell the insurer about any incidents which may give rise to a claim and these details will be added to the Register.
- b) Motor Insurance Database (MID) – insurers will add motor policy details to the MID which is used by the Police and other authorities to establish whether valid insurance is in force.

### Terms of Payment

Payment terms will be agreed with you on or before the inception date of the policy and confirmed in writing. We offer various instalment plans via insurers and/or third party finance companies. In these circumstances the charges will be advised to you separately including any arrangement fee which we may charge.

If payment is not received from you in accordance with the terms agreed, we or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid.

If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider.

If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and if any money is owed under your credit agreement pay it to the credit provider or if we have already been debited with the amount outstanding use it to offset our costs.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Any payment we receive from you will be held by us as the agent of insurers, which means that any payment you make to us will be regarded as having been paid to the insurer(s) with which your insurance is arranged. This is known as risk transfer.

Please make all cheques payable to "Well Dunn Limited".

We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing, money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of Well Dunn Limited.

### Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement.

Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Please contact us for guidance on claiming under your policy.

### Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. If you are a Consumer (persons taking out insurance not related to their trade or profession) then you are entitled to a 14 day cooling off period. You may cancel the policy during this period for whatever reason and only a fee to cover administrative costs and the cost of any insurance actually used will be charged. Otherwise, you may cancel your policy at any time during the period of insurance but the premium refund (if any) might be disproportionate to the insurance actually used. Please see the Refunds section.

To enable your insurer to process the cancellation, you will need to return certificates and any official documents to us.

### Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice where there is a valid reason for doing so. We will advise you of the reason for cancellation. Valid reasons may include but are not limited to non-payment of premium or fees, commission claw back by insurers where instructions are given to another party to handle the customer's insurance(s), failure to provide requested documentation or information, deliberate failure to comply with terms set out within the ToB or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

### Charges/Fees

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. These fees are non-refundable.

	Within 14 days of policy start date		Outside 14 days of policy start date	
	Commercial	Consumer	Commercial	Consumer
Mid Term Adjustments	£250	£45	£250	£45
Cancellation	£250	£100	£250	£100
Duplicate certificates	£10	£10	£10	£10
Green cards	£15	£15	£15	£15
Credit Card payments	4.95%	4.95%	4.95%	4.95%
Late payments/bounced cheques/direct debit defaults	£30	£30	£30	£30
MID Updates	£5	£5	£5	£5

These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. As insurance brokers our remuneration may be as a fee agreed with you or from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover. We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer.

We may receive additional remuneration from finance providers, claims management services and others. Please ask us should you require further information.

Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a single Finance Provider or a Finance Provider selected from a limited panel, and we may receive a commission for introducing you to them.

Updates may be required to the Motor Insurance Database (MID). If you require us to update the MID on your behalf we will charge a fee of £5. Alternatively, you can update the MID yourself by following the advice found at [www.insurancerevolution.co.uk/mid](http://www.insurancerevolution.co.uk/mid)

### Refunds

Where a policy is cancelled mid-term, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit. **Your attention is specifically drawn to the following:** Where you cancel your policy after the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, **we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled.** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned.

For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you.

In view of the cost involved in making changes to your policy, we will not issue refunds of less than £10.

### Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can occasionally go wrong, and if this occurs we are committed to resolving matters promptly and fairly.

Should you wish to complain please contact us:

- In writing to the Compliance Manager
- By telephone on 0330 808 1500
- By e-mail at [complaints@insurancerevolution.co.uk](mailto:complaints@insurancerevolution.co.uk)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (except in the case of a business employing 10 persons or more and with a turnover or annual balance sheet total exceeding €2 million, a charity with an annual income of £1m or more or trustees of a trust with a net asset value of £1m or more). Contact them by telephone on 0300 123 9 123 or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for  
- compulsory classes of insurance (such as Third Party Motor or Employers Liability);

and

- 'pure protection' contracts, professional indemnity insurance and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where an insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take reasonable steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (Freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk).

### Confidentiality and Data Protection

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data.

All information about you of a sensitive or personal nature will be treated as private and confidential. For example, you may have to give us information about medical history, criminal convictions or driving offences. If you take out an insurance policy through us we will treat you as having given consent for us to use any sensitive personal data in connection with the administration of your policy and we will disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance.

To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including credit reference agencies and other organisations. Our search will appear on your credit report and will be visible to other credit providers whether or not your application proceeds. If you do not proceed it will be clear the search was for quotation purposes. By agreeing to the terms and conditions you agree to these uses of your information.

We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan, this may include details of your payment record with us.

We may also pass information about you to other companies with which we are associated. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat the issue of these Terms as evidence of your informed consent.

In the interests of security and to improve our service, all of our telephone calls may be monitored and/or recorded.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to The Managing Director at the address above.

### Conflicts of Interest

Occasions can arise where we, or one of our associated companies, clients or product providers, may 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 we will detail the steps we will take to ensure fair treatment.

### Communications/Documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

### General

If any provision of these Terms is found to be invalid or unenforceable, in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall continue to have full force and effect. These Terms shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance.