

General Insurance Terms of Business

THE FINANCIAL CONDUCT AUTHORITY

The Financial Conduct Authority is the independent watchdog that regulates financial services. M&DH Insurance Services Ltd is authorised and regulated by the FCA (Financial Conduct Authority) <http://www.fca.org.uk>. Our FCA Register number is 300789 and you can check our status at www.fca.gov.uk/register or by contacting the FCA on 0845 606 1234. Our permitted business includes advising, arranging, dealing in and assisting with the placing and administration of all types of General Insurance policies.

CONFIDENTIALITY AND DATA PROTECTION

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 as it describes how M&DH Insurance Services Ltd ("we"/"us"/"our") will collect and handle personal information that we collect from you, the data subject, in the course of its business and in accordance with the European General Data Protection Regulation (GDPR) 2018 as applied in the United Kingdom in the relevant data protection legislation. This can be found via our website mdh-insurance.co.uk. Please 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.

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.

Non-Consumer Customers: *[For insurances subject to The Insurance Act 2015, effective from 20 August 2016]:* Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have 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. Explanations of

how to calculate the relevant sums insured;

Average Clause and the Implications of under Insurance (Liability/Contractors All Risks/Property/Business Interruption/Material Damage) - Please be aware your policy may be subject to "Average", whereby claims will be proportionally reduced if the sum insured is less than the full value at risk or where underinsurance is of a significant amount a claim could be rejected entirely. Bearing in mind the attitude of insurance companies towards underinsurance, we would urge you to check the current figures to ensure that they remain adequate. The principle of Average means that if you are insured for less than the full value for that item at the time of loss, then ANY claim payment will be reduced in the proportion that the sum insured bears the full value at risk. If the under-insurance is significant the insurer could reject the claim entirely.

Business Interruption Insurance - Whilst Property Insurance covers the physical assets of a business (i.e. Building, Machinery, Stock, etc.), Business Interruption (BI) insurance covers the loss of earnings and additional expenses incurred following a loss. Two items are critical in ensuring BI insurance is arranged correctly – the "Indemnity Period" and the "Sum Insured".

BI claims are calculated on a Gross Profits basis. The insurance Definition of "Gross Profit" in an insurance policy is different from accountants and other business people. For further advice concerning "Indemnity period", "Sum insured" and "Insured gross profit" please contact us as this may vary due to the different types of industries and size of businesses.

We do not act as valuers and it is your responsibility to ensure that the sums insured under your policy are what you consider to be adequate. If you are in doubt we recommend that a professional valuation is obtained. It is vital that your claims are paid in full, otherwise paying premiums will be a waste of money. We believe we have provided you with all the information you need to decide what to insure. Please refer "Business Insurances Presentation" document.

Health & Safety & Risk Management

If you employ five or more people, the Health and Safety at Work Act 1974 requires employers to have a documented, and up to date, Health and Safety policy. This is also a legal requirement. If you have fewer than five employees, legally you do not require a documented Health and Safety policy however M&DH Insurance Services Ltd strongly advise you have one in place.

Health and Safety policies should be reviewed at least twice a year, and in line with any internal or legislation changes.

In certain circumstances we may be able to provide access to online resources to assist in producing and maintaining a Health and Safety policy along with other risk management documents. Please note that if you do not hold a documented Health and Safety policy, and are not legally required to, it is important that you disclose this as a material circumstance as this may affect any insurance coverage.

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Fleet Policies - Vehicle Trackers

If you have a fleet policy, you must ensure you check your documents to confirm if any of your vehicles are subject to a tracker warranty. Some insurers will require a Thatcham approved tracker as part of their terms and conditions of the policy. This could be required for vehicles valued at £30,000 and above or an Association of British Insurers (ABI) group of 43 and above, you must ensure you check your conditions. An ABI group is a group of vehicles which insurers use to rate the risk of a vehicle. If your vehicle already has a tracker already installed, you must confirm it meets the approved requirements set by your insurer, most insurers will require a Thatcham Approved S5 or S5+ Tracker. Failure to do so may affect a claim on your policy.

OUR SERVICE

We are an independent insurance intermediary, who acts on our customers' behalf in arranging insurance we will advise you separately prior to the commencement of each contract if this alters. Our services include: advising you on your insurance needs; arranging your insurance cover with insurers to meet your requirements; and helping you with any on-going changes you have to make. As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims. In addition to this service we are able to offer a 24/7 service for motor incidents only, via our supplier Active Auto Solutions, which may be accessed by calling 01522 846159. If you mislay your policy at any time, we will issue a replacement policy document, if you request it. At M & DH we pride ourselves on our standard of service. We restrict our level of income to no more than 35% of your total expenditure to cover our costs with no hidden extras. A summary of how this is arrived at is shown in the documentation sent to you after we have completed our thorough rebroking exercise and saved you premium wherever possible. Where necessary we will advise you to spend more to buy the correct levels of cover or to give you options for extensions to your insurance protection which you may consider sensible. Frequently we find that having saved premium our clients do buy extra levels of cover to protect them against unexpected knocks to the balance sheet.

WHOSE PRODUCTS DO WE OFFER

We usually offer advice from a range of insurers, representing a fair analysis of the market, however, under certain circumstances we may only deal with a limited panel, or single insurer. We will confirm, for each individual policy we provide you with, the basis of our advice. In certain circumstances we will use the services of another intermediary to place your insurance and in these circumstances we will state the name of the intermediary we use and the name of the risk carrier in the form of "underwritten by **The service we will provide you with** We will advise and make a recommendation for you after we have assessed your demands and needs. Our advice will be confirmed in a demands & needs and suitability statement, giving reasons for our recommendation.

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WHAT YOU WILL PAY FOR OUR SERVICES

We usually receive a commission from the insurer with whom we place your business. We also receive commission for arranging finance agreements for the payment of premiums. In addition, we may charge a fee to any commercial customer which will be based on the individual circumstances of the case. Any fees or charges will not exceed our standard company limits of 35%. The breakdown of the fee to be charged will be provided in writing to the commercial customer and detailed as a separate item in the relevant correspondence if cover is issued.

Please note that these policies are based on a 'Minimum and Deposit' basis. This means that your acceptance of the premium set out in the quotation letter is conclusive and you are liable for the full premium and are not entitled to cancel your acceptance. In the event of mid-term cancellation or amendment in the projected figures provided during the year, there is no return premium due. Please also note these policies are subject to annual declarations and projections of both your Turnover, Purchases and Wage roll figures. Or if your policy is on a "Per Capita" basis you must inform us of any increase to the number your employees as this occurs. If any such increases should occur, your insurer may require the payment of an additional premium based on the declared figures. Return premiums will be refunded net of commission and any fee charged.

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.

WHAT TO DO IF YOU HAVE A COMPLAINT

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us by writing to the Complaints Officer, M&DH Insurance Services Ltd, Sandland Court, Brickhill Drive, Bedford, MK41 7PZ or Telephone 01234 352230. We will provide you with a copy of our full complaints procedure and respond to you promptly, and always within 5 working days. We will aim to make a final response to you within eight weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded in writing and will track the progress of the complaint and responses of that party. After our final response has been issued, if you still cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion. The FOS Consumer Helpline is on **0845 080 1800** and their address is Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

YOUR RIGHT TO CANCEL

(APPLICABLE TO RETAIL CUSTOMERS ONLY AS DOES NOT APPLY TO COMMERCIAL BUSINESS)

You have a legal right to cancel your policy for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge will apply for the period of cover provided and, in addition, we make an administration charge as detailed above. If you wish to cancel a policy you must advise us in writing, prior to expiry of the 14-day cancellation period, to our usual office address.

ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full details and further information are available from the FSCS. The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms, like us. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent. Insurance advising and arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

PAYMENT OPTIONS

We normally accept payment by cheque or the following credit/debit cards – Visa, MasterCard, and Maestro. You may be able to spread your payments through insurers' instalment schemes or a credit scheme, which we have arranged with an established insurance premium finance provider. We will give you full information about your payment options and the appropriate finance agreement when we discuss your insurance in detail. **Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.**

FEATURES OF THE CREDIT AGREEMENT THAT YOU SHOULD BE AWARE OF

In assessing your application, we may search the information a credit reference agency holds about you. The credit reference agency will add details of the search to their records whether or not the application for credit proceeds. This and other information may be used to make credit decisions about you and to undertake checks for the prevention and detection of money laundering. We will take security over any monies payable to you under any insurance policies which are financed by the credit agreement. This means we can use any money you would normally receive under those insurance policies to repay all or part of the outstanding balance under the credit agreement. We may notify your insurer(s) of our interest and have this noted on your insurance policies. We may charge you default interest at the same interest rate as your credit agreement on any amount payable under the credit agreement (including the outstanding balance) which is not paid by its due date to accrue after as well as before any judgment. We may debit your account with us with the default interest we refer to if it is not paid by its due date.

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LANGUAGE USED

The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

APPLICABLE LAW

This Terms of Business is subject to English Law and the jurisdiction of the English Courts.

INFORMATION ON TREATMENT OF PAYMENTS MADE TO US

Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agent of the Insurer. In certain circumstances you may have the additional protection of insurance companies accepting that monies paid to us are treated as being received by them (Risk Transfer) Please ask for details. All insurance premiums you pay to us are protected in a Statutory Trust Client Account until we pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance. In arranging your insurance, we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers.

OUR INSURERS

Please note that all insurers we recommended in our quotations are fully FCA approved and covered by the FSCS, a small percentage of main contractors have a separate requirement that our clients hold insurance cover with an "A" rated insurer and so our proposed insurer may not be suitable in these situations. If you have any queries regarding this please contact us to discuss further.

CALL RECORDING

M&DH Insurance Services Ltd have the ability to listen into and / or record telephone calls for the following reasons:

- In order to check calls are being handled in line with regulation and Internal policies and procedures
- Ensure the telephone systems are being used by staff for a valid business purpose
- Provide a record of transactions with your organisation for regulation & security purposes

POLICY DOCUMENTATION

Due to M&DH Insurance Services Ltd's environmental policy we are providing you with electronic insurance documents. Because the insurance documents are stored in electronic form they can be modified by other parties intentionally or otherwise. Any person(s) or organization(s) making use of or relying upon this data is responsible for confirming its accuracy and completeness. M&DH Insurance Services Ltd are not responsible for edited or reproduced versions of this digital data. Any reuse of the data will be at the user's sole risk without liability or legal exposure to M&DH Insurance Services Ltd. It is the insured / client's responsibility to ensure safe receipt of this document as M&DH Insurance Services Ltd will not be liable for any loss or damage to this documentation in 'cyberspace'.

YOUR DUTY TO GIVE INFORMATION

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, statements of fact, claim forms and other documents are full and accurate. Please note that if you fail to disclose any information (including County Court Judgements (CCJ's), declared bankrupt or insolvent or entered into administration, or increased terms or conditions applied to any insurance policy thrown out, declined or refused insurance cover, HSE prosecutions, or had cover cancelled, or had special terms imposed in respect of any of the covers to which this insurance relates, Criminal Convictions and where relevant Offences under the Road Traffic Act) or change in circumstances to your insurers which could influence the cost, or their decision to accept your insurance, this could invalidate your insurance cover, and could mean that part or all of a claim may be not be paid. Please ensure you notify us of any claims, accidents or incidents which may give rise to a claim as soon as you become aware of them. Failure to do so may affect your insurers' ability to deal with your claim. Please refer to your policy wording for full information.

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OUR CUSTOMER CHARTER

As independent brokers offering products from a wide range of insurers, we aim to exceed our customers' expectations regarding the provision of high quality insurance services. We will:

- Be committed to achieving and maintaining high standards of service delivery
- Act fairly, reasonably and with integrity when dealing with you
- Avoid conflicts of interest wherever possible and manage them effectively when they arise
- Handle complaints fairly and promptly and in accordance with our complaints procedure
- Regularly monitor our performance against our service standards and we will publish the results regularly
- See all personal callers to the office within 5 minutes
- Promptly answer all incoming calls and return voicemail or answer phone messages by the end of the same day
- Deal with all correspondence promptly
- Respond to all incoming enquiries within 1 business day
- Make sure all information we give you is clear, fair and not misleading to enable you to make an informed decision before purchasing your insurance
- Once instructions have been received we will confirm your insurance arrangements within 1 business day, but we are unable to take any instructions out of office hours
- Acknowledge and initiate new claims within 1 business day
- Make contact with you not less than 21 days prior to renewal
- Listen to your feedback, whether good or bad, which can then be used in shaping the future of the firm

OUR COMMITMENT TO THE FCA PRINCIPLE OF TREATING CUSTOMERS FAIRLY

M&DH Insurance Services recognises the need to treating its customers fairly and fully supports the FCA's Principle that "a firm must pay due regard to the interests of its customers and treat them fairly".

We believe that treating you fairly and paying due regard to your interests has the following benefits:

- A first-class service for our customers
- Our customers will have a clear understanding of our insurance products
- We can be measured against common standards
- Our staff will become better able to fulfil their duties and the security and strength of our firm will be assured through ensuring we secure and retain as much business from satisfied customers as possible

Our Team can be contacted Monday to Friday between the hours of 8.30 am – 5.00 pm excluding bank holidays by telephone on 01234 352230, by fax on 01234 352330 or by email info@mdh-insurance.co.uk.