General Insurance Terms of Business

Thank you for inviting M&DH Insurance Services Ltd to assist you with your insurance requirements. We undertake to use our skill and care to provide you with the ability to protect yourself from the insurable events for which you have asked us to provide cover. We ask you to read this document carefully and contact us immediately should you require further explanation.

This document sets out the terms on which we agree to act for you and contains details of our regulatory and statutory responsibilities as well as your obligations. These terms become effective as soon as we start to exchange information about your insurance requirements.

THE FINANCIAL CONDUCT AUTHORITY

M&DH Insurance Services Ltd is authorised and regulated by the FCA (Financial Conduct Authority) https://www.fca.org.uk. Our FCA Register number is 300789 and you can check our status at https://register.fca.org.uk or by contacting the FCA Consumer Helpline on 0800 111 6768. Our permitted business includes advising, arranging, dealing in, and assisting with the placing and administration of all types of General Insurance policies.

We are also authorised by the FCA for *credit broking*. We act for multiple lenders.

Our office address is: Sandland Court, Brickhill Drive, Bedford, MK41 7PZ. Telephone 01234 352230;

And our registered address is: 1st Floor, Suite C, The Crescent Centre, Temple Back, Redcliff, Bristol, BS1 6EZ

ABOUT US

We are an 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. Our normal opening hours are Monday to Friday, 8.30am to 5pm. Outside of these hours we cannot guarantee insurance cover is in place. If your email is regarding a claim, please visit our website: https://mdh-insurance.co.uk/page/claims-service. In certain circumstances we may act for your insurer, for example where we have a delegated authority. In most cases where we are acting on behalf of the insurer, we will be doing so as their agent.

OUR SERVICE

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 and needs and suitability statement, giving reasons for our recommendation. We usually make an advised recommendation to you from a range of insurers, representing a fair analysis of the market we have access to. 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".

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 Optima Claims Ltd, which may be accessed by calling 01522 708880. 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 are remunerated for the services we provide by way of commission received from insurers and/or fees charged to you, such as a risk advisory fee or policy arrangement fee, or a combination of both. Any fees we charge, where applicable, are set out in your quotation, and full details of our remuneration are available upon request. Insurers may also apply their own fees, which are shown in your quotation or documentation. In certain cases, where we place your policy with specific insurers, the insurer's fee may be incorporated within the total premium used to calculate our remuneration. 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.

Our total liability to you, unless otherwise agreed in writing, shall be in the aggregate limited to £3,000,000. We shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business loss of opportunity, depletion of goodwill, additional operational and administrative costs and expenses the cost of procuring replacement goods or services any punitive or exemplary damages or any indirect or consequential loss or damage.

WHAT YOU WILL PAY FOR OUR SERVICES (OUR REMUNERATION)

We are remunerated for the services we provide by way of commission received from insurers and/or fees charged to you. Any commission or fees that we charge will be based on the individual circumstances of the case. In certain cases, where we place your policy with specific insurers, the insurer's fee may be incorporated within the total premium used to calculate our remuneration. The breakdown of the fee(s) 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. Our Policy Arrangement Fee is non-refundable.

If you choose to pay your insurance premium by instalments, this will be arranged through a third-party premium finance provider. M&DH Insurance Services acts as a credit broker and not a lender, and we may introduce you to a finance provider to arrange the finance. We receive commission from the finance provider for introducing you and arranging the finance agreement, and this commission is included within the total cost of the finance and therefore affects the amount you pay. We set the interest rate applied to the finance agreement and may also receive commission if you renew your policy or arrange finance for other insurance policies with us. Because of these commission arrangements, this may affect our ability to act in a completely impartial or independent manner when arranging finance. Using premium finance allows you to spread the cost of your insurance over several months; however, the overall cost of your insurance will be higher than paying the premium in full, and we do not provide financial advice in relation to premium finance. We may also receive introductory commissions from third-party claims management companies and windscreen repair companies where their services are used.

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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. This means that you 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 Non 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.

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, and this may result in any claim arising being declined.**

FEATURES OF THE CREDIT AGREEMENT THAT YOU SHOULD BE AWARE OF

In assessing your application, we may search the information which 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.

After any cancellation by you or by the credit provider, you agree that you will be responsible for any time on risk charge still outstanding and the finance provider's reasonable costs after application of any refunds allowed by insurers. You will be responsible for putting in place any alternative insurance arrangements you need, unless you have been able to satisfy the requirements, we may have in such a situation to provide an alternative solution.

YOUR DUTY OF DISCLOSURE

Retail/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 (Non-Consumer Customers):** 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 are available on request.

YOUR RIGHT TO CANCEL (APPLICABLE TO RETAIL/CONSUMER CLIENTS ONLY (AND 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.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed in accordance with 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 remuneration received for conducting these transactions.

In the event that we no longer place insurance for you and if we continue to handle your claims, we will agree a separate fee for this work.

WHAT TO DO IF YOU HAVE A COMPLAINT

Our aim is to provide a first class service and we do recognise the importance of this with the high standards we set. Should there be an occasion when we do not meet your expectations, we are equally committed to dealing with any complaint in a professional and thorough manner. If you wish to register a complaint, please contact us by writing to the Operations Director, M&DH Insurance Services Ltd, Sandland Court, Brickhill Drive, Bedford, MK41 7PZ. Telephone 01234 352230 or email to complaints@mdh-insurance.co.uk

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For Insurance complaints, if you remain dissatisfied with our response, you may refer your complaint to the Financial Ombudsman Service (FOS) and must do so within six months to be eligible. The FOS can be contacted by telephone on 0300 123 9123 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.

For Data Protection complaints, if you are not satisfied with our response you can complain to the Information Commissioner's Office, 4th Floor, No. 3 Circle Square, 5 Hawkshaw Street, Manchester, M1 7BL Tel: 0303 123 1113. See https://ico.org.uk/make-a-complaint/

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.

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. We may also use the data we hold about you to provide you with information about other products and services which we feel are appropriate. You can opt-out of receiving this information at any time. Where we need your consent to send you marketing information, this will be obtained beforehand. 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 our Privacy Notice and the applicable Data Protection regulations and legislation.

By using our services you agree to us and our partners using and retaining any personal information for the purpose it was provided to us and as detailed in our Privacy Notice.

OUR INSURERS

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. In all cases, we are unable to guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover. If you have any queries regarding this, please contact us to discuss further.

CONFLICTS OF INTEREST/CUSTOMERS' BEST INTERESTS

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly, and 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.

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'.

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IMPORTANT INFORMATION ABOUT YOUR POLICY

We will normally deal with any requests to increase or amend cover in a timely manner after your instructions are received. Sometimes changes cannot be processed without obtaining additional information. If this is required, we will contact you as quickly as possible. We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.

Please note that some policies are issued 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.

Some policies will be 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 of 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 remuneration which we may have received as a result of placing your insurance business or arranging premium finance.

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. You are responsible for setting the sums insured.

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 to the "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.

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.

FLEET POLICIES

You **may** be entitled to like for like hire if involved in a clear non-fault accident. A small standard courtesy vehicle **may** be available for the duration of repairs if involved in a fault accident or your vehicle is stolen, this will be noted in your policy.

Personal Effects: Please ensure valuable items are removed from your vehicle or Insured through a Personal Policy e.g. Home Insurance as these **may** not be covered under your Fleet policy. To confirm if they are covered under your policy, please refer to your Policy Schedule / Wording.

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Please note that your fleet insurers require notification for each vehicle added / or deleted notified to us on an “as and when” basis. All vehicles must be owned / leased by the company. Vehicles owned by directors can be included subject to insurer approval. Vehicles owned by employees or friends and family will not be covered unless specifically noted and agreed with insurers. Please ensure you have notified us of any convictions or motoring offences under the Road Traffic Act which may have been committed by any person driving under your policy.

Any vehicle modifications (not limited to: body parts, side steps, enlarged wheels, extended exhausts) must be notified to M&DH Insurance Services Ltd and agreed by your insurer before cover applies to the relevant vehicle. Please ensure you provide a clear, detailed list of all modifications as without knowledge of these, your Insurer may decline to cover the vehicle should a Claim arise.

Wrapped vehicle exclusion – Your policy will not cover the re-wrapping of any vehicle.

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.

LAW AND JURISDICTION

These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the exclusive jurisdiction of the English Courts.

INVALIDITY AND SEVERABILITY

If any provision or term of this agreement shall become or be declared illegal, invalid or unenforceable, all other terms and or provisions shall remain in force and effect..

MONEY LAUNDERING/PROCEEDS OF CRIME

We expect all entities with whom we do business with to comply with all applicable law, statutes, regulations and codes relating to anti-bribery and corruption including the Bribery Act 2010.

Neither party to this agreement shall take any action which facilitates the evasion of taxes or which is contrary to any related financial crime laws and regulations, including without prejudice to the generality of the Criminal Finances Act 2017.

We will screen all clients against UK and international sanctions lists and other intelligence data to ensure that we do not violate any laws.

Claims payments will be made in favour of you. If you require a payment to be made to a third party then you must provide written instructions including full details of the payee and a brief explanation for your request.

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.

CLIENT CHARTER

We offer 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 and work to achieve good customer outcomes
- 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 no 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

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OUR COMMITMENT TO THE FCA CONSUMER DUTY PRINCIPLE

M&DH Insurance Services recognises the need to commit to the FCA Consumer Duty Principle and fully supports the FCA's Principle that a firm must act to deliver good outcomes to customers.

We believe that seeking to deliver good outcomes for you 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 or by email info@mdh-insurance.co.uk.