

Please read carefully and contact us immediately if there is anything in these Terms of Business, which you do not understand or with which you disagree. These Terms of Business are for both Consumers and Commercial Customers.

About our Company

Stanmore Insurance Brokers Limited, 30 High Street, Little Lever, Bolton, BL3 1NB. Tel: 01204 570370 Fax: 01204 570380. Stanmore Insurance Brokers Limited is an insurance broker authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Our Firm Reference Number (FRN) is 306217. This can be checked on the FCA's register by visiting www.fca.gov.uk/register. We also trade under the following registered trading names "dot2dot" and "dot2dot Wheels".

Our Products and Service

The services we provide are as follows:

- Advice on risk exposure and insurance needs.
- Arranging cover to meet your demands & needs.
- Help with ongoing changes to your insurance.
- Assistance on claims made on policies we have arranged.

Where we are making a personal recommendation based on a fair and personal analysis, we will examine sufficient contracts, based upon cover, premiums and service. In all other cases for example where we conduct a limited search or offer a single insurer, or offer no advice or personal recommendation, or where we are contractually bound to offer a particular insurer, we will supply you with a list of the insurers we may and do conduct business with.

For certain types of insurance we are authorised to issue policy documentation and/or certificates on behalf of the insurer and so act as their agent in this respect. However we manage this potential conflict and ensure that the service we offer our customers is solely focused on recommending the policy that best suits their needs. When arranging instalments we act as a credit broker and not a lender. We only offer instalment facilities with Close Brothers Premium Finance or Insurers.

Our Remuneration

We are remunerated by commission from your premium and paid to us by your insurer. We may also charge you a fee (see below). Where we receive no commission we will agree a specific fee with you before you agree to buy.

We may receive other income based on the profitability or volume of our accounts from an insurer, or commission for arranging instalments from a premium finance provider. We may earn income from claims management companies. You have the right to ask us about our earning at any time. Because the commission rates paid by insurers are variable and do not always reflect the level of work carried out by us, we also make individual service charges over and above the charges made by your insurers to cover the administration of your insurance policy. Such charges are non-refundable and are as detailed below:

Personal Insurance New Policy or Renewal - £30.00
Commercial Insurance Non-Motor New Policy or Renewal- £40.00
Commercial Insurance Motor New Policy or Renewal - £10.00 per vehicle (minimum £30.00)
Mid-term policy adjustments - £15.00
Duplicate documents - £15.00
Cancellation of the policy - £15.00
dot2dot New and Renewal - £100 per setting

Where a transaction results in a premium refund being due that refund will be reduced by any service charge and any other sums owing in respect of that policy. If you have paid by credit or debit card any refunds will only be made back to that card.

Credit Referencing

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 a credit reference agency and other organisations. Our search will appear on your credit report whether or not your application proceeds.

Conflicts of Interest

As insurance brokers we act as the agent of our client. We are subject to the law of agency which imposes certain duties upon us. We also have proper regard for the interest of others, including insurers for whom we also act. Where we become aware of an actual or potential conflict of interest we will inform you of the situation, the options available to you and obtain your consent before we carry out your instructions.

Your Duty to Disclose Information

All Customers – you must take reasonable care to provide complete and accurate answers to the questions we ask you when you take out, make changes to, or renew your policy. If you are in any doubt, please contact us. Insurance is based on the information that you give to the insurer and if this information is wrong or incomplete, claims may not be paid in full or at all, your policy may be cancelled, have special terms imposed, policy voided, and the premium may not be returned. Commercial Customers only – if you are purchasing Insurance for purposes related to your trade, business or profession: In addition to the above, you must disclose all facts material to the Insurance you wish to take out. The facts you need to reveal are all those which the insurer needs to estimate your risk and set the premium and terms. You must disclose this information in a way that is clear and substantially correct. You must also inform us of any changes to your policy details during the life of your policy, including at renewal. Please read carefully all policy documents sent to you and inform us immediately of any incorrect information shown. If you have any difficulty in understanding anything, please let us know and we will assist you.

Insurer Security

The ability of the strongest insurers to pay claims can be affected by adverse business conditions. We cannot therefore guarantee the solvency of any insurer or underwriter. A liability for the premium, whether full or pro-rata, may arise under policies where a participating insurer becomes insolvent.

Cancellation of Policies

If you take out a personal insurance policy through us which lasts for more than one calendar month, you will have a right to cancel the cover up to 14 days from the later of:

- The policy start date or the date you receive full policy documentation from us or your insurers
- The renewal date or the date you receive full renewal documentation from us or your insurers

If this right is exercised insurers will charge for the cover provided including administration costs. Full details are provided in your policy document. This right is in addition to any other cancellation right consumers have after expiry of the 14-day period. Where a commercial policy is cancelled you may be entitled to a refund of part of your premium as long as no claims have incurred during the period you have been on cover. Please note insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged. Full details of your cancellation terms can be found in your policy. Our own charges are separate and if the policy is cancelled at any time these will not be refunded.

Notification of Incidents/Claims

It is essential that you report immediately 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 of 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 policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. Should there be an occasion where we fail to meet your expectations then we are equally committed to dealing with any complaint in a thorough and professional manner.

Should you wish to make a complaint then please either:

- Write to our Head of Compliance (see About our Company for address)
- Telephone the office on 01204 570370
- Email your complaint to complaints@stanmoreinsurance.com
- Visit our office in person (see About our Company for address)

If we are unable to resolve your complaint by close of business on the third working day after receipt, an acknowledgement letter will be sent no later than 5 working days after receiving the complaint confirming who is dealing with the complaint and when we will expect to respond to you. Within 8 weeks of the date we receive a complaint we will provide you with our final decision. Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Details can be found on their website <http://financialombudsman.org.uk> and will also be supplied at the time of responding to your complaint.

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 and arranging is covered for 100% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FCSC (www.fscs.org.uk).

Handling Client and/or Insurer Money

We hold your premium payment in a **statutory trust client money bank account**. This means we keep client money separate from our own money by paying it into a client money trust account. We may only use the money held in trust on behalf of a customer for paying that customer's premium to an insurance company and to pay premium refunds or claims we receive from the insurance company to that customer, once the money has been received from the insurance company. We are not allowed to use that customer's money to pay another customer's premium or refund and any interest earned on client money held by us will be retained by us for our own use. Where an Insurer grants us Risk Transfer we act as their agent for the receipt of premiums. This means that your premium is deemed paid to the insurer when we receive it.

Premium Refunds

In the event of a policy cancellation or an adjustment giving rise to a return of premium the amount may be refunded or held to credit. Insurers reclaim commission paid to us when you cancel a policy before renewal or where there is a mid-term alteration to your policy which results in a refund of premium. We reserve the right to deduct the value of the commission reclaimed, from any return premium owing to you.

In view of the cost involved in making changes to your policy, we will not issue refunds of less than £25.00.

Terms of Payment

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers in good time. We have no obligation to fund premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay in such payment is attributable to you.

Where we have previously obtained your agreement and your policy is eligible, we will automatically renew your policy, unless you tell us otherwise. Please contact us on 01204 570370 if you need help or to opt-out.

Changes to Your Cover

We will normally deal with requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. On occasion changes cannot be processed without obtaining additional information and in such cases we will contact you as soon as reasonably possible.

Receipt of Instructions

We do not consider instructions to arrange or change cover which is sent to us by post, email, text, facsimile or left on answering equipment to have been received until such time that it reaches the relevant personnel in our office.

We do not accept responsibility for instructions which do not reach us at all or are delayed due to the failures in the postal, electronic or telecommunications systems. You should not assume that an instruction has been received until we have responded to your instruction.

Transferred Business

Should Stanmore take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer we do not accept liability for any claim arising out of the advice given by that broker, intermediary, or insurer, nor for any errors, omissions or gaps in your current insurance protection. Please contact us without delay should any aspect of a policy which has been transferred to us cause you concern or if you need an immediate review. Otherwise we shall endeavour to review all transferred policies as they fall due for renewal.

Termination of Authority

You may terminate our authority to act on your behalf with 14 days' written notice or as otherwise agreed without penalty. Notice of the termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to these Terms of Business unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effected prior to the termination and we will be entitled to retain any and all fees of commission payable in relation to policies placed by us prior to the date of termination.

Limitation of Liability

Our aggregate liability to you on any basis (including for example for breach of contract, negligence, or breach of regulatory duties) arising out of, or in connection with, this agreement for the provision of insurance broking services by us to you shall be limited in total to the amount of £10,000,000.

We do not accept any responsibility or liability to you under any circumstances for:

- any special, indirect or consequential loss, including any loss that is not reasonably foreseeable as a consequence of any act or omission on our part; or
- any loss contributed to by you in any way, including your failure to provide complete and/or accurate information which we or your insurer have requested from you about your assets, liabilities, or risk. These provisions shall not apply to any liability which cannot lawfully be excluded or limited, which includes for example, any liability to you for death or personal injury caused by our negligence, any fraud or fraudulent misrepresentation on our part, or any breach of our statutory and regulatory obligations.

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 non-exclusive jurisdiction of the English Courts.