



**Our Terms of Business – Please Read Carefully**

# **Dallas Kirkland (Professions)**

**TERMS OF BUSINESS AGREEMENT**



## Our Terms of Business – Please Read Carefully

### These terms of business apply unless agreed otherwise in writing

Dallas Kirkland (Professions) is a trading name of INK Underwriting Agencies Ltd which is authorised and regulated by the Financial Services Authority (FSA), registration number 308369. This can be verified by visiting the FSA's web site <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234. We may provide services that are not regulated by the FSA because they do not relate to cover provided by an insurance policy.

May we remind you that your insurance is based upon the information provided by you and you have a duty to disclose all material facts. A material fact is defined as any information that may influence an underwriter's acceptance of a risk. If you are in any doubt whether a fact is material, it MUST be disclosed, because failure to do so may invalidate your cover and could mean that part or all of a claim may not be paid. Your duty to disclose is ongoing and does not apply solely at inception or renewal. If you fail to report claims, or circumstances that may lead to a claim, promptly it may affect your rights to an indemnity under your policy.

All sales are advised sales where a recommendation is made by us unless you are advised otherwise.

In arranging your insurance we are acting for both yourselves and Insurers. This is evidenced by distinct Terms of Business Agreements with each party.

We are remunerated by Insurers for certain activities which may include prospecting and soliciting new clients, establishing client relationships, understanding the nature of the products we sell, collecting basic information from you (usually in a proposal form) obtaining quotations and placing cover, collecting and submitting paperwork, issuing policy documentation and collecting premiums.

We are remunerated by you for certain activities which may include comparing Insurers' products and security, providing risk advice, gathering enhanced data and providing it to Insurers, comparing and negotiating premiums, reporting to you our findings and making recommendations, obtaining instructions from you, establishing and maintaining relationships with Insurers on your behalf, providing advice and assisting in completing proposal forms, checking and issuing policy documentation, checking terms and conditions imposed by Insurers meet your requirements, notifying and providing advice in the event of a claim.

We derive our earnings from a mixture of commission and professional fees, which apply for transactions throughout the policy term. 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. We will account for commission due to us upon receipt of your premium unless our Terms of business with the provider specifies otherwise.

We may also benefit from earnings we are able to generate a) due to the amount of business placed with certain insurers and the underwriting performance of those insurers b) through management of cash balances held, on behalf of insurers c) from our relationship with other non insurance companies. These may not be identifiable from a specific client or account.

The professional fees will be dependent upon the level of premium, service, administration, complexity, seniority of staff involved, scarcity of supply and operational factors. Professional fees will always be advised to you in advance and will be non refundable in the event of policy cancellation.

### Standard Fees

Activity	Standard Personal Insurances	Standard Commercial Insurances
New Business Administration Fee	Up to £50	Up to 40% of premium
Renewal Administration Fee	Up to £50	Up to 40% of premium
Cancellation Administration Fee	Up to £25	Up to 40% of premium
Mid-term Adjustment Administration Fee	Up to £50	Up to 40% of change in premium
Charge for duplicate documents	Up to £10	Up to £50

Please note that these fees may be in addition to fees levied by your insurance provider.

The monetary amount of fees calculated as a percentage of premium will be provided to you prior to inception/renewal and as soon as possible for Mid Term Adjustments. We also reserve the right to charge a £25 administration fee if a cheque is not honoured by your bank and for any other type of returned payment.



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### Non-standard Fees

Where the nature or the complexity of arranging or amending your insurance necessitates fees in excess of the above, this will be discussed with you and the level of fee to be charged will be disclosed separately, in writing, prior to the transaction.

### **Cancellations**

Fees or commissions earned are non refundable in the event of cancellation or amendment of your policy or termination of our services. In the absence of any other agreement, non-payment of any premium or non-receipt of forms may be taken as your instruction to cancel cover. If a policy should be cancelled the net premium less commission, if any, will be returned to you less the cancellation fee shown above. Sometimes there is no return premium, for example, following a claim. The return could be low due to insurer short period scales. For 'minimum and deposit' premium policies there is no return on cancellation. Please check with us before providing cancellation instructions.

### **Instructions**

We require all instructions to us in writing to avoid possible disputes. We may at our discretion accept verbal instructions provided they are subsequently confirmed in writing.

### **Payment and Risk Transfer**

We normally accept payment by cheque, credit card or cash. Alternatively you may be able to spread your payments through a credit scheme operated by a premium finance company. We may choose not to use Insurer credit facilities, our decision will depend upon a number of factors including ease of administration for you, interest rates and the ability to provide credit facilities that encompass all your policies, services and fee payments.

Delays in payment beyond inception or renewal date in some situations may be interpreted by Insurers as exhibiting the intention not to pay. This may result in all or part of your claim not being paid, or your insurers cancelling your policy. Full payment of premium is due in cleared funds before cover commences or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you. To safeguard your interest, payment must be made prior to inception or renewal date unless there is an agreement in writing otherwise. We will give you full information about your payment options when we discuss your insurance in detail.

We have 'Risk Transfer' agreements with Insurers. This means that we act as agent for these insurance companies and are authorised by them to receive and handle premiums, additional premiums and return premiums on their behalf. We therefore handle premiums paid by you to us as agent for the Insurers and they bear the risk for any losses that may arise from our failure to make a transfer of these to them or to you.

We may keep certain documents such as your policy document or certificate while we await full payment of monies due or forms that require to be completed by you. 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.

Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers may be affected by adverse business conditions. We cannot therefore, guarantee the solvency of any insurer or underwriter.

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial to our clients.



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### Compensation Scheme

We are covered by the Financial Services Compensation Scheme (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. The maximum level of compensation you can receive from the Scheme for a claim against an insurance firm depends on the type of insurance policy. FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation:

- Compulsory insurance, such as third party motor insurance, is covered in full.
- Non-compulsory insurance (such as home insurance): the first £2,000 of a claim or policy is protected in full. Above this threshold, 90% of the rest of the claim or value of unused premiums will be met.
- Long-term insurance (such as pension plans and life assurance): the first £2,000 of a claim is protected in full. Above this amount, the Scheme covers payment to 90% of the value of a policy in liquidation.

Further information about compensation arrangements is available from the FSCS.

### Your Information

All personal information is treated by us as confidential, held in a secure environment, and is processed in accordance with the relevant legislation. We will not use or disclose personal information without your consent, other than in the normal course of arranging and administering your insurances, except where we are compelled by law (including by regulators or law enforcement agencies) to disclose such information. In such instances personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties. We are registered under the Data Protection Act and a copy of our Data Protection Policy is available upon request. Records are kept as required under various statutory and regulatory requirements. From time to time you may also be contacted about products by us or selected third parties. Should you wish to prevent this, please contact us.

Motor Insurance clients should be aware that Insurers do pass information to the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers. The aim is to help them verify information and eliminate fraudulent claims. When we deal with a request for insurance from you, Insurers may search the register.

Your Motor Insurer's details will also be added to the Motor Insurance Database run by the Motor Insurance Information Centre. This pan-European database has been set up to help identify uninsured motorists and may be searched by the Police to help confirm who is insured to drive. In event of an accident, the database may also be searched by Insurers to identify relevant information.

This information may be relevant to other persons you allow to drive your car and you should make them aware of this statement.

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

**Effecting cover, whether new business or renewal, constitutes acceptance and consent of all terms contained herein.**



## Our Terms of Business – Please Read Carefully

### Client Feedback

We want our clients to let us know what they think of our service. When we receive praise for a job well done or a suggestion that helps us improve our business processes, we communicate feedback electronically into our business improvement procedures.

We also take complaints very seriously. We recognise that you are our customer, and would welcome any suggestions you may have to improve the service we provide and will deal with any criticisms positively. We have a formal complaints procedure which is available upon request but is summarised below:

- We will acknowledge your complaint within 5 working days of receipt.
- We aim to resolve complaints within 20 working days.
- Once an assessment and full investigation of your concern has been made, we will respond with a decision.
- Most concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint.

Below are the steps you should take if dissatisfied.

***If your dispute is with the way your insurer has dealt with you:***

You should follow the complaints procedure laid out in your policy document, or contact us and we will explain the procedure to you.

***If your dispute is with the way we have dealt with you, please contact:***

**Mark Addis**  
**Managing Director**  
**Dallas Kirkland (Professions)**  
**Birchin Court**  
**3<sup>rd</sup> Floor**  
**20 Birchin Lane**  
**London EC3V 9DU**

**Telephone: 020 7444 0010**  
**Fax: 0870 197 5395**  
**Email: [mark.addis@dallaskirkland.com](mailto:mark.addis@dallaskirkland.com)**

You should set out your complaint and make clear how you want the dispute resolved to your satisfaction.

If following our investigation and response to you, you are still not satisfied with the outcome, you may be eligible to contact the Financial Ombudsman Service (FOS). Details will be provided in our response to you.