DARWIN CLAYTON (UK) LTD

Our Business Terms, Practices and Principles – Commercial Customers

Our Company

Darwin Clayton (UK) Ltd is an Insurance Broker and our Head Office is located at: 20 Mount Ephraim Road, Tunbridge Wells, Kent TN1 1ED. Tel No: 01892 511144. Fax No: 01892 511455. Email: Info@dcuk.co.uk. Website: www.darwinclayton.co.uk.

Darwin Clayton (UK) Ltd is authorised and regulated by the Financial Services Authority (FSA) authorisation No: 303990.

This information can be confirmed by visiting the Financial Services Authority website www.fsa.gov.uk/register or by contacting them on Tel No: 0845 606 1234. A copy of the Insurance Conduct of Business rules is available from the Financial Services Authority website or by telephoning them on the above number.

We are an owner-managed business with no share holdings in any other Company apart from our wholly owned subsidiary Darwin Clayton Ltd. No Insurer has any share holding in Darwin Clayton (UK) Ltd.

Permissions

Darwin Clayton (UK) Limited have been given permission by the Financial Services Authority to carry out the following activities in respect of non-investment insurance contracts:-

- advising on investments (except on Pension Transfers and Pension Opt Outs)
- arranging (bringing about) deals in investments
- assisting in the administration and performance of a contract of insurance
- dealing in investments as agents
- making arrangements with a view to transacting investments.

The Delivery of Service

Our aim is to provide a service that gives value and achieves the highest professional standards. This will be achieved by continuous improvement, transparency and a desire to create value for our Customers.

Our Commitment

We aim, at all times, to carry out our business with clarity and integrity.

We ensure that our staff are competent and that we control our business in accordance with the requirements of the FSA. We endeavour to provide insurance coverages in accordance with the requirements of our Customers and place their interests of paramount importance.

Quotations provided will have due care given to ensure accuracy. The identity of all Insurers will be disclosed with whom we place cover including the premium required.

Where appropriate, we will conduct a fair market analysis in order to determine an Insurer.

In some instances, we select an Insurer from a panel and for some of our Schemes, or where business is particularly difficult to place, we may recommend a single Insurer.

Where we make a personal recommendation we will assess the Customer's demands and needs and then assess the suitability of the contract against these.

We will clearly identify any additional fee or charge in addition to the insurance contract premium required by the Insurer.

We disclose upon request from our Customers the remuneration received from their Insurers.

We will provide advice objectively, independently and in our Customers' best interests. Any conflict or potential conflict of interests will be informed to our Customers immediately we become aware of the situation.

Insurer Security

We only seek insurance from Insurers that meet our minimum financial guidelines for usage, unless we receive instructions from our Customers to the contrary. However, we cannot and do not guarantee the solvency or continuing solvency of any Insurer used and Customers should note that the financial position of an Insurer can change after cover has been incepted.

Demands and Needs

We will provide all our Customers with a Demands and Needs Statement when we sell them an insurance contract.

This will be provided before the conclusion of the contract unless the contract is concluded face to face or on the telephone. In these instances, it will be provided immediately after the conclusion of the contract in a durable medium.

Documentation

A Policy Summary will be provided before the conclusion of the contract unless the contract is concluded face to face or on the telephone. In these instances it will be provided in a durable medium immediately after conclusion of the contract.

A Policy will be provided promptly after conclusion of the contract.

Mid-Term Changes

We will advise Customers of any changes to any term or condition of the contract before the change takes effect.

This will be provided in a durable medium before the change takes place unless the contract is concluded face to face or on the telephone.

In these circumstances it will be provided in a durable medium immediately after conclusion of the contract.

Renewals

We will advise Commercial Customers in good time before expiry of the policy, details of changes, price and cancellation.

We will also advise in good time prior to the policy expiry, if we no longer deal with the insurance company or if the insurance company is not willing to renew.

Duty to Disclose Material Information

"Material information" is information, which would influence an Insurer in deciding whether a risk is acceptable and, if so, the premium and terms and conditions to be applied. Failure to disclose all such information could result in the policy being rendered void, so that claims would not be paid.

Before inception of cover:

All material information must be disclosed to Insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked. Any changes, which may occur or come to light after a quotation has been given, must also be notified.

After inception of cover:

The duty to disclose is reimposed when there are changes or variations in cover and when the policy is renewed or extended. In addition, changes that substantially increase the risk, or relate to compliance with a warranty or condition in the policy, must be notified at once.

To ensure that cover is not prejudiced please refer to Darwin Clayton (UK) Ltd if there is any doubt as to what information needs to be disclosed.

Cancellation

Upon cancellation of a contract of insurance an Insurer may not allow a return premium or may apply short period charges that are not proportionate to the annual premium. We are entitled to retain any fees and/or commission in respect of work done by us.

In some instances we cannot cancel a contract of insurance without the return of documentation.

Termination

Our services may be terminated without cause or penalty by either you or us. In the event you terminate our services, other than at the expiry of the policy period or at renewal, we will be entitled to retain any and all fees or brokerage payable (whether or not the same have been received by us) in relation to policies placed by us prior to the date of termination.

With effect from the date of termination and in the absence of express agreement to the contrary, we will have no obligation to perform any further services (whether contained in the Terms of Business or otherwise) for you.

Claims

If we act for a Customer in relation to claims, we will act with due care, skill and diligence and will avoid conflicts of interest.

Where we act for you on claims, it is essential that all claims are notified to Darwin Clayton (UK) Ltd immediately and that all material facts are disclosed in order for us to inform Insurers. If there is any doubt whether a matter constitutes a notifiable claim or circumstance, we should be contacted immediately.

Accounts

Our system of accounting is maintained to FSA requirements and Customer's monies are kept separate. In many instances we hold money as an Agent of an Insurer. This money will be restricted to the receipt of premiums.

Payment terms will be agreed prior to attachment of cover subject to a maximum of 30 days. The FSA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:

- ❒ any premium money it has received from you to the insurer; or
- ❒ any claims or return premium monies that it has received from the insurer to you.

We are governed by strict rules pertaining to Client Money, set down by the FSA.

In many instances we act as agents for the Insurer for the collection of premiums. This means that premiums are treated as being received by the Insurer when received in our bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

Where we do not act as agents for the Insurer we will hold client money separate from our own money with an approved bank segregated in a client bank account designated as subject to a Non-Statutory Trust. Under a Non-Statutory Trust we are entitled to use client money to make advances of credit, for example to pay another client's premium before the premium has been received from the other client and to pay claims and premium refunds to a client before such monies have been received from the Insurer. We act as Trustees of our clients' monies and must meet certain legal and regulatory conditions. If you are unhappy with this arrangement please contact us.

Where payment is via instalments direct to the Insurer or an external finance arrangement, you must return any instalment deposit payment and/or form to us within seven days of receipt of the documents. We will confirm any Agreement separate to this in writing to you. Where premiums are paid by instalments we will be under no duty to monitor the payment of instalments. If cover is withdrawn because an instalment has not been paid Darwin Clayton (UK) Ltd do not accept any liability arising from this action.

Our Remuneration

We will receive our remuneration by one or more of the under noted methods:-

- ❒ A fee payment, which will be agreed with you before the liability occurs.
- ❒ A commission payment from the Insurer.

- ❒ Fees for additional services including premium finance.

All instructions that we receive either verbally or in writing or by representatives of your company are binding and any remuneration arising from such instructions will be deemed to be earned in full.

We remind you of your right to be advised of the level of commission which we receive from underwriters.

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.

Confidentiality

We will treat any information in our possession, which relates to your business as confidential. It will be necessary, however, for us to use information that you consider confidential to certain underwriters where such information is material to the risks being covered. Likewise we may disclose to Third Parties certain industry-wide statistics or other information, which may include information relating to you. Any sensitive information will be handled appropriately and information specific to you will not be identified without your consent. Darwin Clayton (UK) Limited are subject to the Data Protection Act which gives you the right of access to information we hold regarding you.

Employee Remuneration Policy

It is a requirement that our employees do not offer, give, solicit or accept an inducement; or direct or refer any actual or potential business in relation to its activities to another person on their own initiative or on the instructions of an associate; if it is likely to conflict to a material extent with any duty that the firm owes to its customers.

Professional Indemnity

Professional Indemnity Insurance is mandatory under FSA Regulations. Darwin Clayton (UK) Ltd carries insurance in excess of those requirements.

Feedback

We want to know what our Customers think of our service. We like to receive praise for jobs well done and we also like to know when we fail to reach the standards expected of us by our Customers.

Complaints Procedure

Complaints may be made either orally or in writing. We have a formal complaints procedure (full copy available upon request). In the first instance you should contact us. Please address your complaint to:-

The Compliance Officer
Darwin Clayton (UK) Ltd
Darwin House
20 Mount Ephraim Road
Tunbridge Wells

Telephone No: 01892 511144
Fax No: 01892 511455
Email: info@dcuk.co.uk

If we are unable to resolve your complaint immediately we will provide a formal written response within five working days from receipt of the original complaint. A copy of our complaints procedure will be provided at that time.

In certain circumstances complaints from commercial customers may be referred to the Financial Ombudsman Service and compensation may be available from the Finance Services Compensation Scheme.

Financial Ombudsman Service (FOS)

You may complain to the FOS if:-

a) We have sent you our final response to your complaint and you are still unhappy.
b) We have had at least eight weeks, but still have not sent you our final response, and you are not prepared to wait any longer.

Details for FOS are as follows:-

South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone No: 0845 080 1800
Website: www.financial-ombudsman.or.uk
Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

As we are regulated by the FSA you will also have access to the FSCS.

You can contact them if we become insolvent, and you have a claim that we are unable, or likely to be unable to pay.

7th Floor Lloyds Chambers
Portsoken Street
London E1 8BN

Telephone: 020 7895 7300
Fax: 020 7892 7301
Email: enquiries@fscs.org.uk

Governing Law

Our Terms of Business will be governed by and construed in accordance with English Law.