Commercial Customer Charter

Darwin Clayton (UK) Ltd are authorised and regulated by the Financial Conduct Authority. We attach Our Business Terms, Practices and Principles and request that you carefully read these and contact us should you have any queries or require further explanation. Our Business Terms, Practices and Principles aim to clearly set out what service we provide and how we provide the service. We highlight some areas contained within the document:-

Our Service to You: Our service includes arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make.

The Capacity in which we are acting:

Sourcing a suitable policy	:	We act as your agent
Placing the insurance	:	Where we place insurance under our Schemes we act as the agent of the insurer. In all other cases we act as your agent unless we advise you to the contrary
In the event of a claim	:	We act as your agent

How we make our selection: We will advise you what we have done to source a suitable product. Details will be contained within our Demands and Needs Statements issued at inception or renewal.

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Duty of Fair Presentation.

It is your responsibility to provide a fair presentation of the insurance risk, based on you conducting a reasonable search for information. This may entail obtaining such information from other people in your organisation, for example senior managers, or other parties to which the insurance relates or to outsourced functions for your business.

You must disclose every material circumstance which you know or ought to know, or falling that, disclose sufficient information to put your insurer on notice that it needs to make further enquiries.

You must also ensure that any information you do provide is correct to the best of your knowledge, and any representation you make in expectation or belief must be made in good faith.

If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases, this could result in your policy being declared void by an Insurer and your premiums returned. Any deliberate or reckless breach of the duty or fair presentation could result in your policy being declared void by an insurer with no refund of premium. If you are in doubt about any point in relation to material circumstances and reasonable search please contact us immediately.

Awareness of policy terms: When a policy is issued, you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you have purchased. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.

Charges and Fees: We reserve the right to make charges, in addition to any insurance premiums, for the arranging, amending, renewing and cancelling of any policy of insurance. Details of charges made will be declared in all correspondence with you.

Commission disclosure: You are entitled at any time to request details of any commissions which we may have received as a result of placing your insurance business.

Customer protection information: It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet your standards, please contact our Compliance Officer either verbally or in writing, who will take details of your concerns. We will acknowledge in writing, advising you of who is dealing with your concerns and attempt to address your concerns within five working days. If our investigations take longer, we will provide a full response within twenty working days or explain our position and provide timescales for a full response. If we cannot satisfy your complaint you may be entitled to refer it to the Financial Ombudsman Services (FOS). Current FOS qualification is where a Commercial Customer has a turnover of less than €2,000,000 and less than 10 employees.

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 Conduct Authority (FCA) authorisation No: 303990.

This information can be confirmed by visiting the Financial Conduct Authority website (see below) or by contacting them on Tel No: 0800 111 6768. A copy of the Insurance Conduct of Business rules is available from the Financial Conduct Authority website or by telephoning them on the above number. www.register.fca.org.uk

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 has been given permission by the Financial Conduct 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)
- agreeing to carry out a regulated activity
- arranging (bringing about) deals in investments
- assisting in the administration and performance of a contract of insurance
- credit broking - dealing in investments as agents
- debt administration - 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 FCA. 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 our Schemes, Preferred Providers, or where business is particularly difficult to place, we may recommend a single Insurer or utilise another intermediary. We will clearly detail how we make our selection in the Demands and Needs Statement provided for all quotations and renewals.

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

Whilst we endeavour to place business with insurers who demonstrate an adequate level of financial solvency we cannot guarantee the solvency or continuing solvency of any insurer. The financial position of an Insurer can change after cover has been incepted. We will not be liable for losses suffered by you in the event of the insolvency of any insurer.

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

We will issue documentation confirming details of the policy you have purchased. This will identify the Insurer used.

It is your responsibility to read all documentation upon receipt and raise any queries regarding it, otherwise you may risk any loss you suffer not being covered in part or in full.

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 of Fair Presentation.

It is your responsibility to provide a fair presentation of the insurance risk, based on you conducting a reasonable search for information. This may entail obtaining such information from other people in your organisation, for example senior managers, or other parties to which the insurance relates or to outsourced functions for your business.

You must disclose every material circumstance which you know or ought to know, or falling that, disclose sufficient information to put your insurer on notice that it needs to make further enquiries.

You must also ensure that any information you do provide is correct to the best of your knowledge, and any representation you make in expectation or belief must be made in good faith.

If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases, this could result in your policy being declared void by an Insurer and your premiums returned. Any deliberate or reckless breach of the duty or fair presentation could result in your policy being declared void by an insurer with no refund of premium.

If you are in doubt about any point in relation to material circumstances and reasonable search please contact us immediately.

Cancellation

Your policy documentation will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period.

The arrangement fee on your policy is non-refundable. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses.

To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

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.

We will provide every assistance with your claim but in the event that an Insurer fails or delays settlement we do not accept liability for any unpaid amounts.

Accounts

Our system of accounting is maintained to FCA 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. Failure to pay premiums will affect cover. The FCA 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 FCA.

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 may also make individual charges to cover the administration of your insurances e.g. arranging a new policy, mid-term adjustments, short period or mid-term cancellations, renewals, replacement or duplicate documents, document fee, printing of electronically delivered policy documents. Such amounts will be confirmed in writing to you at the time of incepting or renewing your insurance.

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. We may have to allow access to your records by a regulator or a complaints resolution body, or their appointees or representatives, who have been appointed to undertake monitoring or investigatory activities.

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 FCA 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.

Bribery Act

Darwin Clayton UK Limited complies with the Bribery Act 2010 and will not accept any kind of payment, gift or service, the intention of which could be considered to result in the improper performance of our obligations to you. We will terminate our agreement with you immediately should we reasonably believe that you have attempted to offer a bribe to us.

Financial Crime

Current UK money laundering regulations require us to obtain adequate "Know Your Client" information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the National Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

Consumer Credit Licence

We are authorised and regulated by the Financial Conduct Authority in respect of our current Consumer Credit Licence.

Governing Law

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

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 (FOS) and compensation may be available from the Finance Services Compensation Scheme. Current FOS qualification for Commercial Customers is a business which employs fewer than 50 people and has a turnover of under £ 6,500,000 or an annual balance sheet of under £ 5,000,000

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:-

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone No: 0800 023 4567
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

As we are regulated by the FCA 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.

10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU

Telephone: 0800 678 1100
Email: Use submission form on FSCS website.

Terms of Payment

Our payment terms are usually 7 days from the date of the invoice, unless we notify you otherwise.

Our preferred method of payment is by BACS transfer details as below

Bank: **Lloyds Bank**
Sort Code: **30 – 98 - 77**
Account No: **00190368**
Ref: **Client Name**

Use of Personal Data.

We collect personal data from you in order to provide you with our services and to obtain insurance quotations, arrange policies, deal with mid term adjustments, offer renewal, and assist in the processing of claims.

We are committed to being transparent about how we handle your personal information, to protecting the privacy and security of your personal information and to meeting our data protection regulations under the General Data Protection Regulation (GDPR).

We have a detailed Privacy Notice on our website which gives full details on how we process, store and use your personal data. This can be assessed at Privacy Notice

For more details please contact our Data Compliance Manager at Darwin House, 20 Mount Ephraim Road, Tunbridge Wells, Kent. TN1 1 ED. Email: data@dcuk.co.uk

Marketing

We may use your personal data to send you marketing communications where we consider we have a legitimate basis to do so. You are free at any time to change opt out of such marketing. However, the consequence of this is that we may not be able to do certain things for you or provide you with important information on risk management or additional insurance covers.

This could leave you &/or your business exposed to unnecessary risk.

Updating your Marketing Preferences.

You can update your marketing preference using the following hyperlink Update Your Marketing Preferences