

Please read this document carefully as it sets out the terms on which we agree to act for our clients and contains important regulatory and statutory information.

Definitions - "We/us/our" means West Craven Insurance Services Ltd, First Floor, North Barn, Broughton Hall Business Park, Broughton, Skipton, North Yorkshire, BD23 3AE

Status - We act as an Independent Insurance Broker and we are authorised and regulated by the Financial Conduct Authority, Canary Wharf, London. Our FCA registration no. is 310494. You can check this on the FCA's register by visiting their website www.fca.org.uk/register or by contacting the FCA on 0800 1116768.

Complaints - If you wish to make a complaint, please contact our Managing Director at the above address, or our office on 01282 817277. If we cannot settle the complaint satisfactorily, you may be entitled to refer your complaint to the Financial Ombudsman Service. Details of how will be provided to you in these circumstances.

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. Full details and further information on the scheme are available from the FSCS

Scope of Capacity and Services - We act as Independent Intermediaries on behalf of our Clients and are subject to the Law of Agency which imposes duties on us. We are acting as your agent when we are:-

- Advising and arranging your insurance cover with insurers to meet your requirements.
- Helping you with any ongoing changes you make.
- Placing insurance on your behalf.
- Assisting you with any claim you need to make.

We are acting on behalf of the insurer when we collect your premium and where this occurs in other circumstances you will be advised at the time.

Products - A list of insurers is available on request. We will advise and make a recommendation for you after we have assessed your Demands and Needs. This will include the type of cover you seek together with the costs. We will endeavour to conduct a fair personal analysis of the market place having reviewed a sufficiently large review of the markets that have your product available. When dealing with your insurance, in the event of us only using one carrier for a particular product, you will be advised at the time of negotiation. In respect of legal expenses cover for private car insurance we only place this with Broker Solutions. This arrangement is reviews on a regular basis.

Use of other intermediaries - Where we consider it to be appropriate and for your benefit, it may be necessary for us to request another broker or intermediary to act as our agent and assist in the placement of your insurance product. In such cases, we will provide specific instructions to such sub-agents so as to meet your insurance requirements.

Transparency - You will receive information about any fees we receive relating to the product you are being offered. Our remuneration will either be a fee as agreed with you or commission which is a percentage of the premium paid by you, or a combination of both where appropriate. This will include commission, fees, over-rider agreements, profit share arrangements and any volume business deals that your policy may contribute towards. Brokerage/fees are for the policy period and we will retain all brokerage/fees in relation to policies we've placed.

We are committed to ensuring complete transparency of our remuneration and we will, at your request, fully disclose our remuneration

Confidentiality (how we use your information)

All personal information about you will be treated as private and confidential. We are registered with the ICO as a Data Controller. We undertake to comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. Your personal information will be kept secure. If you require more information on how we use your personal data please refer to our privacy notice.

Duty to Disclose - You are obliged to ensure that the Insurer is provided with full and accurate material facts about your risk, now and throughout the lifetime of your policy. A material fact is anything that may influence an Insurers judgement in their assessment of your policy, **and should include all incidents/losses that you have dealt with yourself without involving an Insurer.** A material fact could include changes to your business activity, criminal convictions or any financial issues such as a potential bankruptcies or CCJ's. If you are unsure as to whether a fact is material, we recommend that it be disclosed. Failure to disclose may entitle the Insurers to refuse to pay part or all of any subsequent claims.

Definition of a Consumer: A policyholder acting for purposes outside his trade, business or profession.

Definition of a Non Consumer: A policyholder acting for purposes within his/her trade, business or profession.

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Duty of Fair Presentation (non-consumer clients)

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately. You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information. If you feel you have not been able to do so, please advise us so we can allow underwriters to make further enquiries if they wish to do so. You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith. Any deliberate or reckless

misrepresentation may involve part or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

Misrepresentations Act (Consumers only)

You are respectfully reminded of your duty to take reasonable care not to make a misrepresentation in any information that is provided by you to insurers and to answer all questions asked by insurers honestly. Under the Consumer Insurance (Disclosure and Representations) Act 2012, a misrepresentation may amount to a failure to comply with a request from an insurer for confirmation, or amendment, of details previously provided by you. Please be aware that the duty to take care not to make a misrepresentation exists not just prior to any placement being effected but also at any subsequent renewal and any variation of the contract terms during the period of insurance.

In the event of a deliberate or reckless misrepresentation, insurers may avoid the contract. Under the Consumer Insurance (Disclosure and Representations) Act 2012, a deliberate or reckless misrepresentation is a misrepresentation where you know it to be untrue or misleading (or do not care either way) and that you know (or do not care) that the matter to which it relates is relevant to insurers. Insurers may also avoid the contract where a careless misrepresentation has been made. A careless misrepresentation is a misrepresentation that is neither deliberate or reckless. In such instances, if insurers would not have entered into the contract had the careless misrepresentation not been made, then insurers may be entitled to avoid the contract. However, if insurers would have imposed different terms had the careless misrepresentation not been made, then insurers may be entitled to treat the contract as if those terms applied.

Admin Charges – You will receive a quotation which will tell about any fees or charges relating to the product you are being offered.

MID Disclaimer - If your policy requires you to populate & update the Motor Insurance Database, it is entirely your responsibility to ensure this is done even if you request us or your Insurer to do this on your behalf. We are unable to accept responsibility if you fail in your obligations to ensure the MID is correct as per current legislation.

Health & Safety - We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation

Payment of Premiums - We normally accept payment by guaranteed cheque or certain credit or debit cards & you should enquire which are available. You may be able to spread your payment through insurers' instalment facilities or a finance arrangement. We will give you full information about your payment options when we discuss your insurance.

Security - We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

Data protection - Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

IMPORTANT- Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims. Motor Insurance details are added to the Motor Insurance database run by the Motor Insurers' Information Centre that has been formed to help identify uninsured drivers and may be secured by the Police to help confirm who is insured to drive. In the event of an accident the database may be used by Insurers and the Motor Insurers Bureau to identify relevant policy information. Other insurance related databases may also be added in the future.

Credit Checks - To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether or not your applications proceed.

As well as these searches they or us may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your applications proceed.

Unless you contact us to confirm you do not wish us to carry out these searches we will assume your consent has been given and proceed as above.

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Claims - You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact this office and we will promptly advise you and if appropriate, issue you with a claim form and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

Client Money - In some cases premiums are collected in line with a strict agency agreement known as a Risk Transfer and when we collect these premiums, we are acting on behalf of the Insurer. Where Risk Transfer does not apply, client money is held in a statutory trust in accordance with the FCA Client Assets Sourcebook (CASS), with our nominated bank. Holding money in line with

CASS ensures your money is protected, and used only for the settlement of Insurer accounts. **Any interest we earn on client money and any investment returns will be retained by us for our own use.**

Payment to Third Parties – We may transfer client money to a third person, such as another broker, for effecting a transaction on your behalf through that person. This may include brokers or agents outside the UK. The legal and regulatory regime applying that person outside the UK may be different from that of the UK and in the event of a failure of that firm; this money may be treated in a different manner from that which would apply if an agent in the UK held the money. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

Cancellation Clause - Your insurance may include a cancellation clause. If you are a Consumer, this is mandatory. Full cancellation details will be explained to you during the negotiation process. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned in the event that the insurance is cancelled after inception, our fees or brokerage will not usually be returnable.

Financial Crime – The National Crime Agency (NCA) requires us to report any suspicious transactions to them, and we may have to obtain evidence of clients identity at the start of a business relationship. We may ask for sight of you passport, utility bill or bank statements. For companies, evidence usually consists of a copy of the Certificate of Incorporation or we check the companies house register.

Termination - Our services may be terminated without cause or penalty by giving one months notice in writing. In the event that our services are terminated by you other than at the expiry of the policy we will be entitled to retain any fees and all of the brokerage payable. The responsibility for handling claims reported after the date of termination shall in the absence of an express agreement be the responsibility of the party taking over the role.

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.