

## G.M. Imber & Sons Limited

77a High Street, East Grinstead, West Sussex RH19 3DD  
Tel: 01342 327250  
Fax: 01342 323826  
www.gmisl.co.uk

### Terms of Business

#### Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the section headed 'Use of personal data' and specifically the paragraph explaining how 'sensitive personal data' will be used.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

#### The Financial Conduct Authority

G.M. Imber & Sons Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Register number is 448476.

Our permitted business is introducing, advising, arranging and dealing as agent in respect of general insurance contracts.

You may check this on the FCA's register by visiting the FCA website, [www.fca.gov.uk/register/](http://www.fca.gov.uk/register/) or by contacting the FCA on 0800 111 6768 (Freephone).

#### Our service

##### Helping you to decide

Our role is to advise you and, after we have assessed your needs, to make a suitable recommendation.

We will not in any circumstance guarantee the solvency of any insurer.

##### The capacity in which we act for you

In sourcing a suitable policy and placing the insurance we will act as agent of the insurer.

##### Our product range and the range of insurers used

We only offer Market Operator insurance from Syndicate DTW1991 at Lloyd's as defined in the Policy (a list is available in our FAQ section). To access the insurance that most suits your needs.

#### Complaints and compensation

This **Policy** is insured 100% by Syndicate DTW1991 at Lloyd's. In the event that **you** wish to make a formal complaint **you** should contact the Compliance Officer at Syndicate DTW1991 using one of the following options:-

- (a) In writing (letter or email) to the address shown below or
- (b) By telephone to the telephone number shown below or
- (c) Face to face (should **you** wish to speak to someone face to face please telephone Syndicate DTW1991 at the number shown below and this will be arranged).

The Compliance Officer  
Syndicate DTW1991  
R&Q Managing Agency Limited  
5th Floor

Fountain House  
130 Fenchurch Street  
London  
EC3M 5DJ

Email: [complaints@DTW1991.com](mailto:complaints@DTW1991.com)  
Tel +44 (0)20 7 977 0876  
Fax +44 (0)20 7 283 9872

Once **you** complaint is received Syndicate DTW1991 shall attempt to respond within 10 working days from the date of receipt but in any event no later than the response time stipulated by any instructions received from the relevant UK regulator.

In the event that **you** remain dissatisfied **you** can refer the matter to Lloyd's. Their address and contact details are as follows:-

Complaints  
Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent  
ME4 4RN

Email [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel +44 (0)20 7327 5693  
Fax +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "**Your** Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

If **you** are seeking resolution as an individual acting for purposes outside their trade business or profession as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than £1m annual income or a trustee of a trust with net asset value of less than £1m. **You** may refer the matter to the following organisation.

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Tel: For UK callers: 0800 023 4 567 (free phone), or from a mobile 0300 123 9 123 (but charges apply)  
Tel: For callers from abroad: +44 (0)20 7964 0500 (charges apply)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### Financial Services Compensation Scheme (FSCS)

Syndicate DTW1991 is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that we cannot meet our obligations, **you** may be entitled to compensation from this scheme. Further details can be obtained from:

Financial Services Compensation Scheme  
7th Floor  
Lloyds Chambers

Portsoken Street  
London  
E1 8BN

Tel: +44 (0)20 7 892 7300  
Fax: +44 (0)20 7 892 7301  
Web: www.fscs.org.uk

### **Payment for our services**

*In good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of remuneration 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.*

We charge you for handling your insurances as follows:

- We will retain any commission earned by ourselves for placement of your business.
- In certain circumstances we may negotiate a placing fee in lieu of commission and the amount will be notified prior to inception **all fees are non refundable**.
- There are no refunds available on policies after the 14 day “cooling off period” has expired, which is 14 days from the posting of the documents or the inception of the cover whichever is the latter and in your favour.

Alterations at renewal will not incur a handling charge if notified prior to production of certificates.

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

We also draw your attention to the sections headed ‘Cancellation of insurances’ and ‘Ending your relationship with us’.

### **Handling money**

We act as agents of the insurer in collecting premiums and handling refunds due to clients. Such monies are deemed to be held by the insurer with which your insurance is arranged.

### **Cancellation of insurances**

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned. No cancellation refund will be allowed outside of the 14 day cooling off period.

In the event of cancellation, charges for our services will apply in accordance with the ‘Payment for our services’ section above.

### **Ending your relationship with us**

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain fees received for conducting these transactions.

### **Your responsibilities**

You are responsible for providing the complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy

and at renewal, but it also applies throughout the life of a policy. If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid. You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

### **Use of personal data**

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to the Managing Director at the address shown above.

### **Conflict of interests**

Occasions can arise where we, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

### **Claims handling arrangements**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.