Terms of Business Agreement

From 24th April 2024

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.

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 address below.

Who regulates us

Well Dunn Limited, trading as Well Dunn Insurance Services, Insurance Revolution Broking Services, Well Dunn Insurance Revolution Services, 5 Star Insurance Services & Revolution Premium Finance, is authorised and regulated by the Financial Conduct Authority. Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts, and credit lending and broking in relation to insurance instalment facilities. Our Financial Services Register number is 582576. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by telephoning the FCA on 0800 111 6768.

Our Service

When purchasing insurance via telephone, our service includes advising and making a personal recommendation on your insurance needs, arranging cover with insurers in accordance with your requirements, helping you with on-going changes or advising you if we are unable to place your insurance.

When purchasing insurance online, we source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

We act as an insurance intermediary, not an insurer. We will usually act as your agent when arranging your insurances, when helping you make any changes to your policy and when you renew your insurance (except when insurers have given us permission to incept cover and issue documents on their behalf).

We provide a personal recommendation and select personal and commercial insurances from a fair and personal analysis of the marketplace. For certain types of

insurance, we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service. This means we do not give a personal recommendation on the basis of a fair and personal analysis. We will give you details of these arrangements before you make any commitment on any product, we offer you and a list of the insurers used in these cases are available upon request.

We will explain the main features of the products and services that we offer you including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover.

If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

Solvency of Insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

Important Information

If you are a consumer, you are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your 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. If you are a commercial customer, you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances, include but are not limited to:

- Special or unusual circumstances relating to the risk;

- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis. You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. **If in doubt about any point in relation to disclosing information please contact us immediately.**

Validating Information

Validation documents are requested by an Insurer to evidence various elements of your risk. Examples might be Proof of No Claims Bonus or a copy of your Driving Licence to validate disclosed information, each Insurer has their own requirements depending on the type of policy. All validation requirements will be agreed with you on or before the inception date of the policy and confirmed in writing. If the required validation documents are not received from you in accordance with the terms agreed, we or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that there is no cover in force and part or all of a claim may not be paid.

Financial Crime/Fraud Prevention

Please be aware that 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. We will not permit our employees or other persons

engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

To prevent and detect fraud we may at any time:

1. Share information about you with other organisations and public bodies including the Police;
2. Check and/or file your details with fraud prevention agencies and databases. We and other organisations may also search these agencies and databases to help make decisions about the provision and administration of your insurance.
3. Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases which we use including:

1. a) Claims and Underwriting Exchange Register (CUE) – insurers pass information to CUE to help check claims information provided and also to prevent fraudulent claims. Under the conditions of a policy you must tell the insurer about any incidents which may give rise to a claim and these details will be added to the Register.
2. b) Motor Insurance Database (MID) – insurers will add motor policy details to the MID which is used by the Police and other authorities to establish whether valid insurance is in force.

Terms of Payment

Payment terms will be agreed with you on or before the inception date of the policy and confirmed in writing. We offer various instalment plans via insurers and/or third-party finance companies. In these circumstances the charges will be advised to you separately including any arrangement fee which we may charge.

If payment is not received from you in accordance with the terms agreed, we or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that there is no cover in force and part or all of a claim may not be paid. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement, we will be informed of such events by the credit provider.

If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and if any money is owed under your credit agreement pay it to the credit provider or if we have already been debited with the amount outstanding use it to offset our costs. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Our Earnings

In return for placing business with insurers and/or underwriters and/or other product providers, we generally receive a commission from them which is a percentage of the annual premium that you are charged.

For arranging premium instalment facilities, we earn commission from our premium finance provider(s) which is usually a percentage of the individual loan. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. Using premium finance makes the overall cost of the insurance more expensive.

A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision whether to proceed.

Protecting Your Money

Any payment we receive from you will be held by us as the agent of insurers, which means that any payment you make to us will be regarded as having been paid to the insurer(s) with which your insurance is arranged. This is known as risk transfer.

Please make all cheques payable to “Well Dunn Limited”. We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing, money may be treated differently than if it was held by an intermediary in the UK.

You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction. No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of Well Dunn Limited.

Telematics Device

If your recommended insurance product requires a telematics device to be fitted in line with the installation instructions that will be sent to you.

The telematics provider is the owner of the device and any device related charges will be confirmed to you at the point of sale and before inception.

The device is loaned to you for the term of your policy; therefore, you must correctly set up the device, keep it active, sufficiently charged and in good condition and not neglect, damage, tamper with or dispose of the device.

The device must be installed within 7 days from inception of your policy, if you change your vehicle or replace your windscreen. Failure to do so will result in cancellation of your policy.

Your telematics provider will make contact with you upon taking out the insurance policy and will communicate with you through the set-up process and should you have any issues with the device.

If your insurance cancels during the policy term or you choose not to renew you must return the device as per the telematics providers' instructions. Failure to do so will result in additional charges. If at any point you are unsure what to do, please contact us.

Telematics Providers Apps

You will be provided with login details to your telematics providers mobile phone or online apps, when the telematics device has been sent to you.

The App will provide you with your driving data which is collected by the telematics device and highlights any risk of policy cancellation for poor driving in advance of a cancellation notice being issued.

Telematics Data

Once the telematics unit is installed and activated in your vehicle, you and any named drivers on your policy can drive as you normally would. The telematics unit sends us regular information, "Telematics Data", which allows us to understand how your vehicle is being driven, the distance it is travelling, when it is being driven and where it is parked.

We and/or your Insurer and Telematics Provider will use this information to:

- Review the mileage on your policy and check it is an accurate reflection of the miles you are travelling. This may result in the mileage stated on your policy being adjusted, up or down, to reflect the mileage you have driven. You will be given 7 days' notice of any adjustment and will be charged our administration fee.
- Review the location of your vehicle and check it is an accurate reflection of where you advised it would be parked
- Interpret how safely your vehicle is being driven and turn this into a driving behaviour score which is used to send you extreme event notifications.
- The driving behaviour score and extreme event notifications may be used to provide tips on how to improve your driving, issue 7-day cancellation notifications, or provide discounts at renewal.
- In the event of a claim, we, your insurer and claims departments, will also use your driving data at or around the time of the accident to assist with the claims

process and ensure your vehicle was being driven in accordance with your policy terms and conditions.

Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. If you are a Consumer (persons taking out insurance not related to their trade or profession) then you are entitled to a 14 day cooling off period. You may cancel the policy during this period for whatever reason and a fee of £55 to cover administrative costs and the cost of any insurance actually used will be charged. Otherwise, you may cancel your policy at any time during the period of insurance but the premium refund (if any) might be disproportionate to the insurance actually used. Please see the Refunds section. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to us.

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 where there is a valid reason for doing so.

We will advise you of the reason for cancellation. Valid reasons may include but are not limited to non-payment of premium or fees, commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s), failure to provide requested documentation or information, deliberate failure to comply with terms set out within the ToB or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

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 commission received for conducting these transactions, together with all fees charged by us for services provided.

Charges/Fees

We charge a fixed new business and renewal fee alongside a commission replacement fee on net rated policies, the financial amount of any fee and the relevant percentage charge regards the replacement commission fee will be disclosed to you prior to purchasing or renewing a policy.

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be

shown on the documentation we provide to you. The table below outlines our standard fees. These fees are non-refundable.

Fee Type	Amount
Low Deposit Charge (New Business)	£50
Low Deposit Charge (Renewal)	£50
Mid Term Adjustment Fee	
Net Rated Product	£55 plus commission replacement fee, commission replacement fee charged at the same percentage advised at the inception of the policy.
Commission Product	£55
Cancellations	
Within 14 days	Arrangement Fee refunded and replaced with £55 Admin Fee
After 14 days	£55 plus loss of commission on any return premiums
MID Updates	
Insurer Portal	Free

Phone Call Updates	£10
Late Payment/Default Charge	£25
Late Payment/Default Charge	£25 (Commercial Loans)

Telematics Additional Charges/Fees

We use a variety of telematics providers, dependent on your insurance policy requirements. Their fees and charges will be disclosed in full at the point of sale and confirmed in writing.

These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. As insurance brokers our remuneration may be as a fee agreed with you or from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover. We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer. We may receive additional remuneration from finance providers, claims management services and others. Please ask us should you require further information.

Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a single Finance Provider or a Finance Provider selected from a limited panel, and we may receive a commission for introducing you to them.

Updates may be required to the Motor Insurance Database (MID). If you require us to update the MID on your behalf we may charge a fee. Alternatively, you can update the MID yourself by following the advice found at www.insurancerevolution.co.uk/mid

Legal Expenses Cover

Your insurance premium will include a payment of £10 for your legal expenses cover which we have added to your policy. This payment is non-refundable upon cancellation, other than if you cancel during the 14-day ‘cooling off’ period.

Refunds

Where a policy is cancelled mid-term, insurers charge to cover their costs with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Your attention is specifically drawn to the following:

Where you cancel your policy after the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled. The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned.

For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you.

In view of the cost involved in making changes to your policy, we will not issue refunds of less than £10.

All refunds are made via the original payment method i.e. the credit card used to pay the original deposit. There are no exceptions to this rule.

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can occasionally go wrong, and if this occurs we are committed to resolving matters promptly and fairly.

Should you wish to complain please contact us:

- In writing to the Customer Outcomes Manager
- By telephone on 0330 808 1500
- By e-mail at complaints@insurancerevolution.co.uk

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service. Contact them by telephone on 0300 123 9 123 or visit www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:y

- 90 percent of the claim, without any upper limit;
- 100 percent of the claim without any upper limit for:
- Compulsory classes of insurance (such as Third Party Motor or Employers Liability); and
- ‘Pure Protection’ contracts, Professional Indemnity insurance and General Insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where an insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take reasonable steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (Freephone) or 020 7741 4100 or www.fscs.org.uk.

The Processing of your Personal Data

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data, we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details, ‘health’ or ‘criminal offences’.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances (and in arranging insurance premium finance where applicable). Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing marketing@insurancerevolution.co.uk.

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties and product and service providers such as

insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

In the case of an insurance policy requiring a telematics device – your driver behaviour data will be shared with the insurer, ourselves and the telematics provider – this may also be shared with a claims provider for the purposes of validating any motor insurance claims against your policy.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our Data Privacy Representative by emailing compliance@insurancerevolution.co.uk or by writing to us at Unit 5, Blantyre Street, Manchester M15 4JJ. How we process your personal data is detailed further within our Privacy Notice.

Credit Checks

We, and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

Conflicts of Interest

Occasions can arise where we, or one of our associated companies, 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. You must do so whether you believe you are liable or not. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests.

Communications/Documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

General

If any provision of these Terms is found to be invalid or unenforceable, in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall continue to have full force and effect. These Terms shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance.

Law and Jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.