

Terms of Business

Introduction

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, and to other third party providers. If there is anything within this document you do not understand or agree with, please contact us immediately. If you do not contact us within a reasonable time to indicate to the contrary, we will assume that you agree to all our Terms of Business.

Definitions

For the purpose of these Terms of Business, 'we', 'us', 'our' or the 'Company' means T L Dallas & Co Limited t/as Implant5ure.

About Us

Implant5ure is a trading style of T L Dallas & Co Limited, which is authorised and regulated by the Financial Conduct Authority (FCA), Financial Services Register Number is 306482. Registered in England No: 645405. Data Protection Act Registration No: Z4570785.

Financial Conduct Authority

We are authorised and regulated by the Financial Conduct Authority (FCA), an independent body that regulates the UK financial services industry. Our details can be confirmed on the Financial Services Register by visiting www.fca.org.uk or by contacting the FCA on 0800 111 6768, quoting firm reference number 306482. Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities.

Ownership

T L Dallas & Co Limited originally established in 1919 is 100% owned by T L Dallas Group Limited, one of the UK's leading Independent Insurance Brokers.

Our Service

As an intermediary and your agent we owe various duties to you and will advise you as necessary if circumstances occur that may create a conflict of interest. Any conflict of interest will be notified in writing to you and will detail the steps we will take to ensure fair treatment.

We are committed to providing you with a quality service and sourcing quality products. We source and arrange products and provide information, but do not offer advice or make personal recommendations when arranging your guarantee. You will need to make your own choice about how to proceed regarding the guarantee.

Technical Claims Service:-

We are able to offer a bespoke technical claims review, advice and negotiation service even in respect of cover arranged elsewhere.

Breadth of Search

We only offer the guarantee from a single provider.

Capacity

We act as an insurance intermediary, not an insurer and are appointed by you to act as your agent.

Insurer Security

We use all reasonable skill and care to protect your interests and monitor the security of the insurers with which we transact business. However, we can give no guarantee of the stability of insurers and accept no liability for any financial losses or increased costs suffered by you arising from their financial insecurity.

Documentation

We will issue any documentation to you in a timely manner. You should always check any documentation to ensure all details are accurate and correct. If this is not the case, you should contact us immediately.

Payment Arrangements

Payment of premium for the guarantee is made via the online portal.

Claims

You will deal directly via the portal when making a claim. Please refer to your Terms and Conditions and Policy Wording for details.

Your Responsibilities

You are responsible for providing complete and accurate information which the insurer requires in connection with the guarantee. You have a duty to give a fair presentation of risk to the insurer. You should disclose every material circumstance relevant to the risk 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 the guarantee or other relevant parties know or ought to know. It 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 circumstance are:

- Any particular concerns which led you to seek cover; and
- Anything which those concerned with the guarantee 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 guarantee.

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.

Failure to provide a 'fair presentation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the guarantee and keep the premium. If the breach was not deliberate or reckless the insurer can void the guarantee, proportionately reduce a claim settlement or amend the terms of the guarantee then review the merits of a claim on this basis. You should therefore always provide complete and accurate information when questioned regarding the risks your business faces before taking out the guarantee and throughout the life of the guarantee.

Remuneration

We are remunerated for our service by commission.

You are entitled at anytime to request information regarding our remuneration, which we may have received as a result of placing your guarantee.

Our Liability to You

For the purposes of these Terms of Business, we acknowledge that we will be liable to you for loss, damage, costs and expenses ('losses') caused by our negligence or the negligence of any of our directors, employees, consultants, sub-contractors or agents for whose acts, errors or omissions the Company is legally liable ('the Specified Persons'), subject to the following provisions of this clause. We shall have no other liability of any nature, whether in contract, tort or otherwise, for any losses whatsoever and howsoever caused, arising from or in any way connected with the services provided by us or our engagement by you.

We shall not be liable in contract, tort (including negligence) or otherwise for:

- any increased costs or expenses
- any loss of profit, business, business contacts, business revenues or anticipated savings
- any special, indirect or consequential damage of any nature whatever

We shall not be liable to the extent that Losses are due to the provision of false, misleading, inaccurate or incomplete information or documentation or your failure to inform the Company of any material information or if and to the extent Losses are due to any act or omission of any person other than the Company or any of the Specified Persons. We shall not be liable to you or be deemed to be in breach of our contract with you by reason of any delay in performing, or any failure to perform any of our obligations to you, or the delay or failure was due to any cause beyond our reasonable control.

Unless otherwise agreed by the Company with you in writing, our total liability to you (whether in contract, tort (including negligence) or otherwise) shall not exceed £5,000,000 any one event and in the aggregate for all claims in any one 12 month period.

Cancellation of Insurances

You can cancel your cover under the guarantee at any time and notification should be made in writing to us.

Our Services

You may instruct us to stop acting for you by providing your instructions in writing, and will take effect from the date of receipt, unless otherwise agreed. 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 and/or fees received for conducting these transactions. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 14 days notice. Valid reasons may include but are not limited to non-payment of premium, failure to provide requested documentation or information, deliberate misrepresentation or non-disclosure or attempted fraud.

Severability

The invalidity, illegality or unenforceability of any of the provisions of these Terms of Business shall not affect the validity, legality or enforceability of the remaining provisions in these Terms of Business.

Confidentiality

Information provided to us by you will remain confidential and be used solely for the purpose of providing broking services to you, or to others where we are required to fulfil a regulatory or legal obligation and as set out in our Privacy Policy. This means that your personal information will be used to process your cover, understand your needs and improve our services. It may be shared with third parties where required to do so for us to provide our services to you, or where we have appointed third parties to manage our business. Nothing in this agreement overrides the Broker's duty to place the interests of its client before all other considerations nor shall this agreement override any statutory legislative or regulatory requirements (whether obligatory or advisory) which may apply to the Broker. Information provided to you by us by way of reports and publications constitutes confidential and proprietary information belonging to us and may only be disclosed and/or used in accordance with permission granted by us.

Any other disclosure and/or use is strictly prohibited and we reserve our rights amongst others, to take such action as is necessary to protect our confidential and proprietary information.

Credit Checks

We and other firms involved in arranging the guarantee may use public and personal data from a variety of sources including credit reference agencies and other organisations. Any credit reference search will appear on your credit report, whether or not the application proceeds.

Financial Crime

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 crosscheck you against the UN and other Sanction Lists as part of the information gathering process.

Complaints

If you have a complaint about the guarantee you should contact:

Claims Administrator

DENIS U.K. LIMITED

The Manor House, Lutyens Close, Lychpit, Basingstoke, RG24 8AG.

Website: www.denisglobal.com

Telephone: 0330 314 1597

If you have a complaint about our service, please contact:

Miss V Powell (Complaints Officer)

Dallas House, Low Moor, Bradford, BD12 0HF

Or by telephoning +44 (0) 1274 465500, or e-mailing

vanessa.powell@tdallas.com

If you are not satisfied at any stage, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS). Access to the FOS is available for complainants coming within one of the following categories at the time we receive a complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individuals trade, business, craft or profession)
- Micro-enterprises (businesses employing fewer than 10 persons **and** with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below £6.5m **and** less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (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. 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