

# Our Terms of Insurance Business

## STATUS

Lookers, Charles Hurst and Taggarts are trading names of:

Lookers Motor Group Limited	FRN: 309424
Lookers Leasing Limited	FRN: 535490
Charles Hurst Limited	FRN: 404120
Charles Hurst Motors Limited	FRN: 403859
Lookers Birmingham Limited	FRN: 403860
MB South Limited	FRN: 461719
Platts Harris Limited	FRN: 403862
The Dutton-Forshaw Motor Company Limited	FRN: 474287
Lomond Motors Limited	FRN: 476254
Lomond Motors (East) Limited	FRN: 679035
Shields Automotive Limited	FRN: 626637
Lookers Colborne Limited	FRN: 517128

Lookers Motor Group Limited ("LMGL") is authorised and regulated by the Financial Conduct Authority ("FCA"), the independent watchdog that regulates financial services. Our FCA Firm Registration Number is 309424. Lookers Leasing Limited, Charles Hurst Limited, Charles Hurst Motors Limited, Lookers Birmingham Limited, MB South Limited, Platts Harris Limited, The Dutton-Forshaw Motor Company Limited, Lomond Motors Limited, Lomond Motors (East) Limited, Shields Automotive Limited and Lookers Colbornes Limited ("the ARs") are appointed representatives of LMGL. You can verify this information by checking the FCA Register which can be found at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6968.

LMGL is permitted to arrange on your behalf policies for general insurance. We collect and hold your money as an Agent of the Insurer. Your premium is therefore considered to be paid to the Insurer when received by us. These terms of business apply to those general insurance policies.

## OWNERSHIP

LMGL is a subsidiary of Lookers plc, Company registration number 111876, whose registered office (and that of LMGL) is at 776 Chester Road, Stretford, Manchester, M32 0QH.

## INSURANCE BUSINESS

### YOUR DUTY OF DISCLOSURE

Your insurance is based upon the information provided to the insurance company and you must ensure that all such information is complete and accurate and that any facts that may influence the insurer's decision to accept and pay a valid claim and what terms are applied, must be disclosed. *Failure to disclose material information may invalidate your insurance and could mean that part, or all, of a claim may not be paid.*

**CONSUMERS:** You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and the statements you make as part of your insurance application, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part or all of a claim may not be paid.

**COMMERCIAL CUSTOMERS:** If the insurance is arranged wholly or mainly for purposes related to your trade, business or profession you have a duty to disclose all material facts whether or not the insurer asks for specific information. This duty applies throughout the life of your policy, and when you renew your insurance. Material facts are any facts which may influence the insurer's decision to accept.

### PRODUCTS AND SERVICES

We offer customers a range of **optional** insurance contracts to protect and complement their vehicle purchase.

<i>These include:</i>	Total Loss Cover
	Warranty Insurance
	Complete Wheel Protection
	Minor Damage Protection

These products are underwritten by a number of companies and a list of products and insurers is available on request. **You will not receive advice or a recommendation from us on these.** We may ask some questions to narrow down the selection of products in respect of which we will provide you with details. You will then need to make your own decision on whether to proceed with purchasing any of them.

### HOW TO CANCEL

You may have a statutory right to cancel your insurance policy within a short period. Please refer to your policy summary or your policy document for further details. If you cancel you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. If you wish to cancel outside this period you may not receive a pro rata refund of premium.

# *Our Terms of Insurance Business* (cont.d)

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## **HOW TO CLAIM**

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the insurer direct as soon as possible using the contact details provided. If you are in doubt who to contact, please contact us on 0161 291 0043.

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## **PROTECTING YOUR MONEY**

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurer (in which case your insurance is treated as being paid for). We may need to transfer your money to another intermediary in some cases. We also reserve the right to retain interest earned on monies held by us.

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## **FEES & CHARGES**

We do not make charges to clients in excess of the premium amount charged by insurers. If you pay your premium by instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements. When you receive a quotation from the insurer, it will tell you about any other fees which may be payable.

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## **CREDIT BROKERAGE**

### **CREDIT BROKER STATUS DISCLOSURE**

We provide credit broking services and can introduce you to a limited number of finance providers to assist with your finance. Those finance providers may reward us for introducing you to them. We have permission to carry out the regulated activity of credit brokerage.

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### **APPLICATION DEADLINES**

Where we carry out any negotiations with you in relation to your finance agreement we will inform you if your application has been declined. We will also provide you with the details of any credit reference agency consulted by the finance provider.

Where we have not entered into negotiations with you in relation to your finance agreement we will provide you with the details of any credit reference agency consulted by either us or the finance provider in respect of you within seven days of any request that you make for this information (provided that the request is made within 28 days of any negotiations in respect of your finance agreement ending).

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## **GENERAL**

### **COMMISSION**

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 or arranging premium finance.

We receive commission from your finance provider for introducing your consumer credit business to them. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your business with a finance provider. If we do not know the exact amount of commission we will provide you with the likely amount.

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### **COMPLAINTS**

Whilst we aim to achieve a high level of service, if you have any complaints about our credit brokerage service or our service in arranging insurance, please write to Lookers plc, 776 Chester Road, Stretford, Manchester, M32 0QH or telephone 0161 291 0043. If we cannot settle your complaint you may be entitled to refer it to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0845 080 1800 and further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If you have a complaint about the insurance product itself, you should contact your insurer directly.

If you have a complaint about the finance agreement itself you should contact your finance provider directly.

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# *Our Terms of Insurance Business* (cont.d)

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## **PROTECTING YOUR INFORMATION & DATA PROTECTION**

All of your personal data will be stored and processed in accordance with the Data Protection Act 1998. In addition we will comply with the applicable requirements of the FCA handbook in respect of your personal data.

Your data may be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998 or the Privacy and Electronic Communications Regulations 2003.

All personal data that you supply must be accurate.

From time to time, service providers and organisations with whom we work to provide services to you or credit reference agencies with which we work, may be located outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal data.

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## **COMPENSATION**

We are covered by the Financial Services Compensation Scheme. 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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. **The scheme does not cover consumer credit.** Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

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## **FRAUD DETECTION**

In order to prevent and detect fraud we may at any time share information about you with other organisations and public bodies, check and/or file your details with fraud prevention agencies and databases and, if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search agencies and databases to check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

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## **APPLICABLE LAW**

The law applicable to our terms of business is the law of England and Wales..

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## **THESE TERMS**

These Terms shall not be enforceable by third parties and the Contracts (Rights of Third Parties) Act 1999 is excluded.

If any part of these Terms are deemed unlawful or unenforceable in any way, that part shall be deemed removed without it affecting the remainder of the Terms.

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