

### The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

### Who regulates us?

Dallas Kirkland (Professions) Limited whose principal office is Ibex House 42-47 Minories London EC3N 1DY is authorised and regulated by the Financial Services Authority.

Our FSA reference number is 311449.

Our permitted business is arranging general insurance contracts.

You can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

### Whose Products do we offer?

We are a general insurance intermediary specializing in the recruitment and associated business sectors. We only offer products underwritten by a carefully selected limited number of insurers with whom we have negotiated specialist facilities based on price, product features and service.

Please feel free to ask us for a list of these insurers and products.

### Risk Transfer

We act as agent for these insurance companies and are authorised to receive and handle premiums, additional premiums and return premiums on their behalf. We hold premiums paid by you to us as agent for the insurers and they bear the risk for any losses that may arise from our failure to make a transfer of these to them or to you.

### Which service will we provide you with?

We will not provide advice or recommendation outside of the specialist insurance products that we are able to offer. We may ask some questions to narrow down the selection of the products that we will provide details on and you will then need to make your own choice about how to proceed.

### What will you have to pay us for our services?

We do not charge our clients a fee for our services and are remunerated by insurers by way of commission.

### Data Protection Act

We will treat any personal (or other) information received from you with the utmost respect and where appropriate in accordance with data protection legislation.

### Your Duty of Disclosure

It is your responsibility to disclose accurately all facts that could influence acceptance of any insurance proposal or the terms that would be applied. Your attention is particularly drawn to the declaration and signature on the proposal form/s. If you are in any doubt as to whether a fact is relevant you **must** disclose it. Failure to do so or any inaccuracies in your answers may invalidate the cover provided by the policy.

### What to do if you have a complaint?

It is always our intention to provide a first class standard of service. However, if you wish to make a complaint about the standard of service you receive, we have a formal complaints procedure and in the first instance you should contact us as follows:

- In writing to  
R H C Kirkland, Managing Director  
Dallas Kirkland (Professions) Limited  
Ibex House 42-47 Minories  
London EC3N 1DY
- By phone  
Telephone 020 7480 4180
- By fax  
Facsimile 020 7702 1441
- By email  
[robink@dallaskirkland.com](mailto:robink@dallaskirkland.com)

In line with our complaints procedure we will log your complaint and acknowledge in writing to you within 5 working days of receipt attaching a copy of our formal complaints procedure.

### Can you refer to the Financial Ombudsman Service (FOS)?

If we cannot satisfy your complaint with us, in limited circumstances you may be entitled to refer it to the Financial Ombudsman Service. Those limited circumstances are where the policy is taken out by:

- a customer who is an individual acting outside of his/her trade business or profession.
- a business with an annual turnover of less than £1,000,000
- a charity with an annual income of less than £1,000,000, and
- a trustee of a trust that has a net asset value of less than £1,000,000

Details of the FOS can be obtained from their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by telephoning them on 0845 080 1800

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### **Are we covered by the 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.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder and 100% for compulsory classes of insurance.

Further details about compensation scheme arrangements is available from the Financial Services Authority.

### **Your Instructions to us**

We require all instructions to us in writing to avoid possible disputes. We may at our discretion accept verbal instructions provided they are subsequently confirmed in writing.

### **Awareness of Policy terms**

When a policy is issued you are advised to read it carefully, it is that document, the schedule and certificate of insurance, which forms the basis of your contract with insurers. If you require clarification as to any of the terms, conditions and endorsements applicable please contact us for advice. Where your policy includes Employers' Liability cover it is a legal requirement that the certificate of insurance be kept for a period of 40 years.

### **Claims and Incidents**

It is a specific and fundamental requirement that you notify us immediately of all and any incidents, which may give rise to a claim as delays in notification may result in invalidation of a claim. All third party correspondence, claims, writs, summons etc should be forwarded to us unanswered and without delay - liability must not be admitted nor any course of action undertaken without your insurer's written instruction. We will advise you on what action is required and by whom. We will handle claims fairly, promptly and keep you advised of developments. We will explain in writing (where appropriate) why your insurers or ourselves are unable to accept your claim or otherwise. We will forward settlement cheques without delay.

### **Renewals**

Renewals are invited on the understanding that there have been no changes in material fact other than those advised during the course of the policy or on the renewal declaration. All cover ceases as of the renewal date and where instructions to renew have been given no cover is in force until you receive written confirmation from us.

### **Our terms of Payment**

For all new policies, amendments and renewals to existing policies our terms of payment (unless specifically agreed by us in writing to the contrary) are strictly within fourteen days of receipt of our appropriate premium invoices. If payment is not received in accordance with these terms, we are obliged by insurers to cancel the policy giving you written notice of not less than seven days by recorded delivery to your last known address.

### **Policy Cancellation**

In respect of risks where cancellation is requested mid-term it is understood that:

Where cancellation is requested by you:

- a) Return premiums may be allowed where the insurers are satisfied with the reason for cancellation at pro rata rates of 70% of the gross premium.
- b) No return premium will be allowed where the original premium has been charged as a minimum and deposit premium unless otherwise specifically agreed. We undertake to notify you at the appropriate time whether any original premium has been charged on a minimum and deposit basis.

Where we and/or insurers request cancellation, return premiums will be calculated at pro rata rates of the original premium.

### **Rights to Terms and Applicable Law**

The rights and remedies provided by these terms and conditions are exclusive to the parties concerned and may not be conferred to any Third Party and these terms and conditions are Governed by the laws of the countries within the United Kingdom.

### **Our Hours of Business**

Our office hours are 9.00 am to 5.00 pm Monday to Friday excluding Public Holidays.

**These terms and conditions are effective from 15th January 2005 and any business as described which has been placed by DKPL at the behest of the client prior to the issuing of this Agreement shall be deemed to become subject to the terms of this Agreement.**