



# Terms and Conditions

## Insurance Intermediaries

These Terms and Conditions represent a formal understanding of the basis upon which insurance is placed between the Insurance Intermediary and Dallas Kirkland (Professions) Limited (**DKPL**).

**For the purpose of these Terms and Conditions the Insurance Intermediary shall at all material times be considered the agent of the client and not of DKPL.**

### 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.

A list of these insurers and products is available on request.

### 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.

**DKPL** agrees:

- a) To be responsible for the provision of quotations binding the insurance and issuing of documentation and claims negotiation on behalf of those insurers who have so authorised.
- b) To allow the Insurance Intermediary commissions in consideration of its services (at a rate agreed at placement).
- c) To submit to the Insurance Intermediary periodic statements of account and all other necessary information to enable the Insurance Intermediary to assess its liability to **DKPL** under the terms of this Agreement.
- d) To deal with the Insurance Intermediary with such diligence skill and judgement as befits a firm authorised and regulated by the Financial Services Authority.

### The Insurance Intermediary agrees:

- a) To be responsible for the servicing of all business accepted by **DKPL** and arising from the exercise of these terms and to be responsible for furnishing to **DKPL** all information pertaining to the negotiation and underwriting of such business.
- b) To pay **DKPL** within thirty days of inception of cover all premiums due in respect of business placed by **DKPL** and arising from the exercise of this Agreement whether or not the Insurance Intermediary is able to collect such premiums from the parties from whom they shall have become due. Should the Insurance Intermediary fail to provide premium settlement within the stipulated timescale **DKPL** will be entitled to notify the insured invoking policy cancellation conditions.
- c) To remain authorised and regulated by the Financial Services Authority.
- d) To keep a proper account of all transactions of premiums due to **DKPL** under this Agreement.
- e) Obtain and maintain in force professional indemnity insurance to a level of cover as deemed appropriate to its business by the FSA.
- f) To pass promptly to **DKPL** any material information provided by its client in accordance with the terms of the insurance contract.

### Data Protection Act

**DKPL** will treat any personal (or other) information received from the Insurance Intermediary about it or an insured with the utmost respect and where appropriate in accordance with data protection legislation.

### Termination

**DKPL's** services may be terminated for any reason either by the Insurance Intermediary or **DKPL** giving one month's notice in writing to the other. On termination by the Insurance Intermediary, the Insurance Intermediary (or its legal representatives) shall immediately remit all monies due to **DKPL**.

On termination by **DKPL** a statement of account will be submitted together with a list of all insureds who have current policies. **DKPL** will (subject to premium payment) undertake to continue to provide cover to the expiry of the current period of insurance of each policy.

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## Instructions

*DKPL* requires all instructions in writing to avoid possible disputes. *DKPL* may at its discretion accept verbal instructions provided they are subsequently confirmed in writing.

## 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 your client refer to the Financial Ombudsman Service (FOS)?

If your client cannot satisfy their complaint with us or insurers, in limited circumstances they 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

## Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. Your client 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, 90% of the remainder and 100% for compulsory classes of insurance.

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

## Policy Cancellation

In respect of risks introduced by the Insurance Intermediary where cancellation is requested mid-term it is understood that:-

Where cancellations is requested by the insured:

- 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 premium has been charged as a minimum and deposit premium unless as otherwise specifically agreed.

Where cancellation is requested by insurers and/or *DKPL* return premiums calculated at pro rata rates of the gross premium will be allowed.

## 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 Insurance Intermediary prior to the issuing of this Agreement shall be deemed to become subject to the terms of this Agreement.**