



TERMS AND CONDITIONS OF BUSINESS – LAWSURE INSURANCE

About Us

LawSure Direct Limited (trading as LawSure Insurance in England and Wales and Assured Indemnities in Scotland) is an independent and specialist broker advising clients on a variety of insurance relating to legal actions and transactions. Our Terms and Conditions of Business are set out in this document and govern how we operate in our dealings with you.

LawSure Direct Limited is authorised and regulated by the Financial Conduct Authority (FCA) under firm reference number 533855. This can be verified by searching the FCA Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Our Service

- We act on your behalf, advising on and arranging Commercial Insurances.
- We have full access to the relevant markets of rated insurers and our advice and information is provided on a fair analysis of the market.
- Our recommendation of insurer and policy will be based on the insurer that closely matches, in cover, the insurance needs you have identified and set out to us.
- We do not act in respect of any claims that arise but will notify insurance claims on your behalf to insurers.

Your Responsibilities

It is your responsibility, throughout the lifetime of a policy and at renewal (where relevant), to provide us and your insurers with complete and accurate information. You should check details of any information that has been provided to us on your behalf to ensure they are correct.

With regard to the insurance cover we arrange for you it is essential that all the facts should be disclosed.

You must take reasonable care to provide complete, accurate and honest answers to the questions we ask when you take out or make changes to your policy. This will include all information that is likely to affect both the assessment and acceptance of risks being insured. Failure to provide full and accurate information may invalidate your cover, thus any potential claim may be declined. If you are unsure you should disclose it or if you are in any doubt do not hesitate to ask us.

Should an insurer avoid a policy because you have failed to provide complete honest and accurate answers we will be entitled to charge a fee equivalent to the commission we would have been paid on the cancelled policy.

If you have any concerns regarding any Insurer selected for your insurance requirements you should advise us immediately and we will discuss them with you.

You agree to pay all premiums and any other charges. We will remit premium payments to Insurers in accordance with our terms and conditions of business with them. We will not pay premiums to insurers until we receive the premium payment from you.

You acknowledge that failure to comply with a premium payment or a specific condition may give an insurer a right to cancel your policy. For the avoidance of doubt, we have no obligation to fund any premiums on your behalf.

We have no responsibility for any loss that you may suffer as a result of Insurers cancelling the policy or taking any other prejudicial steps as a result of the late payment of such sums if such delay is attributable to you.

You should review your policy documentation and ensure that the cover, conditions, limits and exclusions match your requirements. Particular attention should be paid to policy conditions and warranties and to any statements of fact or assumptions that are referred to. Failure to comply could invalidate your policy.

We will accept payment by bank transfer or cheque.

In the event of the cancellation of a policy involving a refund of premium we reserve the right to charge an administration fee which we will deduct from the amount refunded.

Remuneration

We are dedicated to delivering a culture of transparency and efficiency with our clients. Our remuneration will be as a commission, which is paid to us by insurance companies with whom we place business. A service fee maybe charged to cover the administration of your insurance, but you will be notified of this in advance.

LawSure Direct Limited do not hold, either directly or indirectly, any interest in the Insurers we place business with.

Product Range

We have full access to the relevant markets of all rated Insurers and therefore our advice and information is provided on a fair analysis of the market and we will select your insurance product from a range of Insurers.

Client Money

We hold all client money, which includes money collected for onward transmission to Insurers and refund payments to clients, in a client bank account with an approved bank in accordance with Financial Conduct Authority (FCA) regulations.

It is our policy to retain any interest earned on client money held by us.

Complaints Procedure

It is always our intention to provide you with a professional and quality service. However, we recognise that there could be an occasion when you do not feel satisfied with the service you have received from us.

Should you have cause to make a complaint about the advice or service you receive, please register your complaint in writing with:

Head of Complaints, LawSure Direct Limited Unit C6, Worth Corner Business Centre, Turners Hill Road, Pound Hill, West Sussex, RH10 7SL. Email complaints@lawsureinsurance.co.uk. Telephone 01293 880700.

We take all complaints we receive seriously and will endeavour to resolve your complaint immediately or within three business days. However, if this is not achievable, you can be assured that we will deal with your complaint promptly and fairly, in line with our formal complaint handling procedures.

Solvency and Compensation

We do not guarantee the solvency of any insurer we place business with.

We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim with no upper limit. Full details regarding the FSCS can be obtained by visiting their website www.fscs.org.uk

Issue of Documentation

We will forward policy documentation and any amendments or endorsements to your policy, together with any other documentation which may be required, as soon as reasonably practical after receipt of the premium.

Notification of Claims

You are responsible for notifying claims or potential circumstances that may give rise to a claim. Failure to adhere to the notification requirements, particularly in relation to timing, as outlined in the policy or other documents, may entitle Insurers to reject your claim. Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them either by contacting your insurer or ourselves.

We will provide you with reasonable guidance in pursuing your claim. We will handle claims fairly, promptly and keep you advised of developments. We will ensure that the Insurers forward settlement without avoidable delay as soon as it has been agreed otherwise we will explain in writing, where appropriate, why your Insurers are unable to accept your claim.

If you receive any correspondence from a third party in relation to a possible claim, please pass it to us or your insurer immediately and unanswered.

Quotations

The insurance quotation you receive from us will include a summary of the policy coverage and any other information required for you to make an informed decision.

Security

As stated, we do not guarantee the solvency of any insurer we place business with. However, LawSure Insurance has a strict security policy when selecting insurers with whom to place business. If we are unable to place insurance that satisfies your specific needs with an insurer that meets our security criteria we will advise you.

Commercial Insurance Clients' Duty of Disclosure

With regard to the insurance cover we arrange for you it is essential that all the facts should be disclosed. You must take reasonable care to provide complete, accurate and honest answers to the questions we ask when you take out or make changes to your policy. This will include all information that is likely to affect both the assessment and acceptance of risks being insured. If you are unsure you should disclose it or if you are in any doubt do not hesitate to ask us.

You should check any details that have been provided to us on your behalf to ensure they are correct.

If any of the information provided by you is not complete and accurate your Insurer may:

- Cancel your policy and treat it as if it never existed
- Refuse to pay any claim
- Not pay any claim in full
- Revise the premium and/or change any excess or
- The extent of the cover may be affected

Cancellation Rights

Under the rules of the Financial Conduct Authority (FCA), your policy document will provide you with specific information on your full rights to cancel your insurance. A policy which lasts for more than one calendar month will offer you the facility to cancel the cover, providing you have not made any claims, within 14 days from the policy start date or the date when you receive the full policy documentation from us or your insurers, whichever occurs later. You will be entitled to a refund of premium less our administration charge and a charge by your insurer for the time your insurance cover was in place.

Please contact us in writing or by email should you want to exercise your right to cancel. Please also be aware that where other parties are covered by, and may be relying on, the insurance, we may require their written confirmation that they are happy for the policy to be cancelled.

Refund Procedures

If you seek to cancel your commercial insurance outside of the 14 day cancellation period and insurers are prepared to accept such a cancellation we reserve the right to charge for our time in providing you with advice and for the administration costs involved. This is likely to be based on us retaining our original commission and fees.

For some insurance contracts, insurers will not provide any refunds for cancellation of cover.

Confidentiality

All personal information held by us in relation to you will be treated as private and confidential, and, where appropriate, in accordance with the legislation set-out in the Data Protection Act 1998 and any subsequent legislation.

Conflict of Interest

Where we become aware that a potential conflict of interest exists, we will write to inform you of the situation, the options available to you and obtain your consent prior to carrying out your instructions.

Data Protection

We will abide by the Data Protection Act 1998 and other relevant data protection legislation at all times. We are registered as a Data Controller with the Information Commissioner's Office and we will only use information we hold about you in the normal course of arranging and administering your Commercial insurance.

We may use your personal data to inform you about other products and services that we feel may be of interest to you. If you do not wish to receive such information or if you have any queries about how we use your information, please contact us.

Under the Data Protection Act 1998, you have the right to ask us for a copy of any personal information about yourself that we hold on our records.

Termination

You or we may terminate our authority to act on your behalf at any time without notice period or penalty.

Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already initiated.

Any business currently in progress will be completed unless we receive your instructions to the contrary.

Governing Law

In respect of policies issued in England and Wales, these Terms and Conditions of Business will be governed by, and construed in accordance with, the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

If you have any questions concerning these Terms and Conditions of Business please raise them immediately with us, otherwise we will assume you are in agreement with them.

June 2021