

# TERMS OF BUSINESS – Insurance and Credit Brokerage

## 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  
 Addison Motors Group Limited..... FRN: 727684  
 Rosedale Finance and Leasing Limited..... FRN: 727690  
 Colebrook & Burgess Limited ..... FRN: 727687

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, Lookers Colborne Limited, Addison Motors Group Limited, Rosedale Finance and Leasing Limited and Colebrook & Burgess 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. Money held by us under such arrangements does not constitute client money within the FCA's Client Money Rules.

## 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. 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 and may offer you:

Total Loss Cover | Complete Wheel Protection | Warranty Insurance | Minor Damage Protection | Blended Protection Product

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.

### 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.

### 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.

### 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.

# OUR CREDIT BROKERAGE TERMS

## 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.

## 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.

## GENERAL

### COMMISSION

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.

### 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, email: [feedback@lookers.co.uk](mailto:feedback@lookers.co.uk) 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.

### 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.

### 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)

### 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.

### APPLICABLE LAW

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

### 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.