

# TERMS OF BUSINESS – Insurance and Credit Brokerage

## THE LOOKERS GROUP

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. The companies named below are appointed representatives (ARs) 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 and its ARs are subsidiaries of Lookers plc, Company registration number 111876, whose registered office (and that of LMGL) is at Lookers House, 3 Etchells Road, West Timperley, Altrincham, Cheshire, WA14 5XS.

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-Forsshaw 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 Limited FRN: 727684; Rosedale Finance & Leasing Limited FRN: 727690; Colebrook & Burgess Limited FRN: 727687; Knights North West Limited FRN: 757025;

Radford (Bavarian) Limited FRN: 411925; Bluebell (Crewe) Limited FRN: 413282; Fleet Financial Limited FRN: 456005; GET Motoring UK Limited FRN: 654648 and Drayton Group Limited FRN: 766669.

LMGL and its ARs are 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.

## 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

### 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)

### 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, Lookers House, 3 Etchells Road, West Timperley, Altrincham, Cheshire, WA14 5XS, 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.

### INTERPRETATION

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

## YOUR INFORMATION

### How we will Use Your Information

Lookers plc collects personal information when you make an enquiry or place an order for vehicles, parts or services. We will use this information to provide the products or services requested, maintain guarantee and service records and, if you agree, to tell you about other products and services we think may be of interest to you.

If you are taking out finance with your vehicle purchase the information you provide for the finance proposal will be disclosed to lenders for the purposes of considering your credit application. Lenders may use this information to carry out searches with credit reference agencies. A record of those searches will be kept and may be used by other lenders in accessing applications from you and members of your household for credit in the future. Lenders will cross check this information with other lenders to help prevent fraud. 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.

Data collected about you by Lookers plc or any subsidiary of Lookers plc will be used to (i) fulfil any service or order you may request, (ii) improve customer service for example by conducting surveys, (iii) for sending marketing and other communications to you, and (iv) to enable us to contact you about safety issues, servicing and MOTs. We may also from time to time want to share new and exclusive offers as well as tailored options for you to renew your current finance contract. Your personal information may be shared with other subsidiaries of Lookers plc, the vehicle manufacturer and selected third parties (such as providers of automotive products and value added services such as insurance), some of these selected third parties may be based outside the EEA in countries that do not have the same standards of protection for personal information as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

We, and third parties with whom we have shared your information, may contact you with information about products and services that we, or the third parties, think may be of interest to you. We and the third parties will only contact you with such marketing if you provide your consent and select at least one preferred contact method, such as mail, telephone, SMS or email. In order to stay up to date with the latest motoring news and events from Lookers we may contact you in the methods indicated by your chosen preferences. We aim to improve the customer experience and may survey new and existing customers using standard market survey techniques from time to time.

### Access to Your Information and Corrections

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please write to the Data Protection Officer, Lookers plc, Lookers House, 3 Etchells Road, West Timperley, Altrincham, Cheshire, WA14 5XS. We currently charge £10 for this service to meet our charges in providing you with your personal information and a cheque for £10 should be included with your letter.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.