

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 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.

APPOINTED REPRESENTATIVES

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 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; Drayton Group Limited FRN: 766669 and S. Jennings Limited FRN: 821551.

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 compliment their vehicle purchase. We may offer you:

Total Loss Cover | Complete Wheel Protection | Minor Damage Protection | Carsmetic

Total Loss Cover is underwritten by Fortegra Europe Insurance Company Limited. Our other products are underwritten by AmTrust International Underwriters Limited. All of our products are administered by Premia Solutions Limited. 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 14 days. 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 document if you need to notify a claim. You should contact the administrator (Premia Solutions Limited) 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 AND CHARGES

When we arrange an insurance policy on your behalf you do not pay us a fee for doing this. We receive commission from the insurer which is the difference between the amount of your premium for the insurance policy and the amount we pay the administrator for the insurance policy inclusive of IPT.

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.

FINANCE APPLICATIONS

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.

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.

FINANCE AGREEMENT REVIEW

Where we have arranged finance for you, we will contact you prior to the end of your finance agreement to discuss the return of your vehicle and/or end of term options available to you.

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

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 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.

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

LMGL and its ARs are committed to the highest standards of data privacy and will only use your information in accordance with your data protection rights.

For more information please see our Privacy Notice published on our website at <https://www.lookers.co.uk/privacy-statement/>