

## TERMS OF BUSINESS – INSURANCE and CREDIT BROKING

As part of our commitment to treating you fairly in all our dealings with you both now and in the future, this document details our service and arrangements for dealing with your finance and insurance requirements. Please take the opportunity to read it carefully ensuring you retain a copy for your records.

### OUR GROUP: LOOKERS MOTOR GROUP LIMITED

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 Register Number (FRN) is 309424. 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. The companies named below are appointed representatives (ARs) of LMGL. 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.

### Our Appointed Representatives (ARs)

Charles Hurst Limited FRN: 404120	Addison Motors Limited FRN: 727684	Fleet Financial Limited FRN: 456005
MB South Limited FRN: 461719	Drayton Group Limited FRN: 766669	Lookers Leasing Limited FRN: 535490
S. Jennings Limited FRN: 821551	Lookers Colborne Limited FRN: 517128	Colebrook & Burgess Limited FRN: 727687
Lomond Motors (East) Limited FRN: 679035	Lomond Motors Limited FRN: 476254	
The Dutton-Forshaw Motor Company Limited FRN: 474287		

LMGL and its ARs are permitted to arrange general insurance policies on your behalf and can also introduce you to a limited number of finance providers to assist with any finance arrangements you may need to make.

### OUR SERVICE

You will not receive advice or any recommendation from us in respect of the finance and insurance options we can offer, instead we will ask you a number of questions to narrow down the selection of products we will provide details on, ensuring you have sufficient information to choose how you wish to proceed.

## INSURANCE BUSINESS

### THE PRODUCTS AND SERVICES WE OFFER

Lookers will represent you in the sale of the insurance. We offer our customers a range of optional insurance products to protect and complement their vehicle purchase. We may offer you:

Total Loss Cover | Minor Damage Protection+ | Carsmetic

The insurance products are underwritten by Fortegra Europe Insurance Company Limited and administered by Premia Solutions Limited.

### YOUR DUTY OF DISCLOSURE

It is your responsibility to provide complete and accurate information to the insurers when you take out your insurance policy and throughout the life of your policy and when you renew your insurance. **Your insurance will be based upon the information provided to the insurance company. 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:** You must, at all times, act with utmost good faith towards your insurer. Before your policy is placed you have a duty to make a “fair presentation” of the risk and you must disclose to your insurer all information, facts, and circumstances which are, or ought to be, known to you and which are material to the risk. In addition, if your policy contains a particular clause stating that any change in circumstances must be advised to your insurer, you will also have to disclose certain information during the policy period.

### 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

If you wish to make a claim on your policy, you should contact Premia Solutions Limited on telephone No. 01926 622 660. If you are in doubt about who to contact, please contact us on 0161 291 0043, we will provide assistance as to whom to contact.

### 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. This means that premiums are treated as being received by the insurer when received in our accounts, in which case your insurance is treated as being paid for. Money held by us under such arrangements does not constitute client money within the FCA’s Client Money Rules. 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 training support from the administrator and 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 Insurance Premium Tax (IPT).

## ABOUT OUR CREDIT BROKING TERMS

### CREDIT BROKER STATUS DISCLOSURE

We are a credit broker, not a lender and have the permission to carry out the regulated activity of credit broking which includes effecting introductions between you and lenders or other credit brokers. This means that we can introduce you to a limited number of lenders and their finance products, which may have different interest rates and charges, to assist with your finance.

We will provide details of products available from the lenders that we work with, but no advice or recommendation will be made. **You must decide whether the finance product is right for you and all finance is subject to status and income.** We also hold the permissions of debt adjusting and debt counselling for the regulated activity of settling finance agreements on an existing car in part exchange circumstances and organising a new finance agreement to replace it.

### FINANCE APPLICATIONS

We will refer your application to our main panel of lenders, which will include many of the vehicle manufacturer lenders. If this is not successful, we will refer your application to another lender within our main panel of lenders.

Where your finance application has been unsuccessful, we will advise you of this and also provide you with the details of any credit reference agency consulted by the finance provider.

### COMMISSION

**We do not charge you a fee for our services however, we will typically receive commission (either as a fixed fee or as a fixed percentage of the amount you borrow) from your finance lender for introducing you to them.** The lenders we work with pay commission at different rates and promotional rates may also apply from time to time. However, **the amount of commission that we receive from a lender does not have an effect on the amount that you pay to that lender under your credit agreement.**

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your finance with a lender.

### FINANCE AGREEMENT REVIEW

Where we have arranged finance for you, we may 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](http://www.fscs.org.uk)

### COMPLAINTS

We value all customers and aim, at all times to provide a first-class service, including in complaints handling. Whilst we aim to achieve a high level of service, if you have any complaints about your finance or insurance, please contact us directly using any of the following methods:

**Call Us:** 0161 291 0043

**Email Us:** [fandicomplaints@lookers.co.uk](mailto:fandicomplaints@lookers.co.uk)

**Write to Us:** Complaints Department  
Lookers, Lookers House  
3 Etchells Road  
West Timperley, Altrincham  
WA14 5XS

All complaints received are treated with confidentiality and in accordance with the requirements of data protection legislation. We will always strive to investigate and resolve your complaint promptly and fairly. However, if you are not satisfied with how we respond to your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. You must do so within 6 months of our final response to you.

The Financial Ombudsman Service is a free, independent service available to customers who have a complaint about a financial product or service. The address, website and contact details of the Financial Ombudsman Service are as follows:

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
**Address:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Telephone:** 0800 023 4567 or 0300 123 9123

For more information please read the Financial Ombudsman's leaflet "Your Complaint and the Ombudsman" which is available at: <http://www.financial-ombudsman.org.uk/publications>

## INTERPRETATION

These Terms of Business are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts 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 is deemed unlawful or unenforceable in any way, that part shall be deemed removed without it affecting the remainder of the Terms.

## YOUR INFORMATION

We are committed to the highest standards of data privacy and will only use your information in accordance with UK and EU data protection legislation. For more information please see our Privacy Notice published on our website at <https://www.lookers.co.uk/privacy-notice>