

DMS Security Plans

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e-mail: admin@dms4asu.co.uk

website: www.dms4asr.net/customer_area

CLIENT TERMS OF BUSINESS AGREEMENT

1 THE FINANCIAL SERVICES AUTHORITY (FSA)

The FSA is the independent watchdog that regulates financial services. It requires us to provide you with important information about us, and the services we provide. Please read this document in order to decide if our services are right for you.

DMS Security Plans is a trading style of DMS Agency Services Limited, a Company authorised and regulated by the Financial Services Authority. Our FSA Firm Number is 303028. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. Our permitted business is arranging non investment insurance contracts.

DMS Agency Services Ltd is registered in England, registration number 03762280, and its Registered Office is Martland Buildings, Mart Lane, Burscough. ORMSKIRK. Lancashire. L40 0SD. We are registered with the Office of Fair Trading where our Consumer Credit License Number is 590870. We are registered with the Information Commissioner for Data protection, where our register entry number is Z 8600456.

2 METHODS OF COMMUNICATION

Unless you advise us otherwise, we will communicate with you via the following methods of communication, face to face, e-mail, telephone, letter and fax. Our preferred method of communication is e-mail. If Clients authorise us to use e-mail, we guarantee to send them a complete printed copy of their file, at any time, without charge, upon request.

3 WHAT PRODUCTS DO WE OFFER ?

We offer products from only a limited range of Insurers. We can provide a list of Insurers from whom we offer insurance upon request..

4 WITH WHAT SERVICE WILL WE PROVIDE YOU ?

We may ask some questions to narrow down the selection of products on which we will provide details, however you will not receive advice or a recommendation from us.

We will explain the main features of the insurance policy that we offer including who the Insurer is and all the important details of cover and benefits as well as any significant or unusual restrictions or exclusions. We will also explain any significant conditions or obligations which you must meet and the period of cover. We will always provide you with a sample policy if requested. We will explain the cost of the policy, including where applicable, any additional taxation costs, details about how to claim and your cancellation rights.

We will bring to your attention any divergence from our standard policy terms and conditions that we are proposing to apply in your case, by specifically stating then in the "Exclusions" and "Amendments" sections of your Certificate of Insurance. If any such deviation from our standard terms is proposed, we will seek your approval to these new terms before proceeding.

You will then need to make your own choice about how to proceed. If you have any queries or concerns regarding the suitability of our products for you, we advise you to consult an Independent Financial Adviser. If you do not know of one, DMS will with pleasure give you details of several in your vicinity.

5 WHAT WILL YOU HAVE TO PAY FOR THIS SERVICE?

We may charge a monthly Policy Fee on some of our products. If we do, then this will be included in any Illustration we provide, and it will also be shown on your Certificate of Insurance. Your Certificate of Insurance provides the following breakdown of your monthly premium, the premium charged by the Insurer for the risk, the policy fee charged by DMS (for underwriting, policy issue, premium collection, and claims payments), Insurance Premium Tax, (collected by DMS and paid to HM Revenue & Customs by the Insurer) and Premium including Insurance Premium Tax – the total premium you will pay.

We do not charge any fee for policy alterations, changes or cancellations; or for sending out to you further copies of your policy documentation whenever requested. There are no fees or charges payable on top of this premium. No interest is included as the premiums are payable monthly. There are no other related purchases. This insurance is not compulsory.

6 CLIENT CLASSIFICATION

DMS Security Plans classifies all clients as "consumers" for non-investment insurance business which means you are afforded all protections under the rules of the Financial Services Authority. If your circumstances dictate that that you need to be classified differently, an amended Client Terms of Business Agreement will be issued to you.

7 BRANDED PRODUCTS

We may offer certain products that are branded in the name of one of our trading divisions. Each of these products is specially negotiated with a particular Insurer.

8 INSTRUCTIONS

We accept verbal, written or e-mail instructions from you, or from the Adviser who introduced your business to us, but to prevent any possible misunderstanding, will immediately confirm our actions to you in writing. This communication, by e-mail or letter, will ask you to telephone us urgently if you disagree with the instructions given, so that we may immediately reverse the action taken.

Every alteration, amendment, or cancellation we make on verbal instructions from you, or instructions of any kind from your Adviser is actioned within a thirty day "cooling-off" period. You have thirty days from the time that you receive our confirming paperwork in which to change your mind, ask us to reverse the action, and we will do so – provided that there was no claim open at the time of our previous action, and none has arisen since. We will indemnify you against any costs incurred by you before we reverse our action.

9 DISCLOSURE OF INFORMATION

Please note that the information provided by you forms the basis of a legal contract between you and the Insurer. It is therefore essential that all information provided by you is accurate and true to the best of your knowledge and belief. You also have an ongoing duty to disclose any relevant information, which may influence the acceptability or assessment of this insurance. If you are unsure if a fact is material you should disclose it. Failing to disclose any material information or changes in the risk to your insurers could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

After your policy commences you must notify us of any changes in your circumstances, which might affect your cover. Specifically you must tell us if any of the following change: your job, employer, employer's line of business, your name, address or mortgage lender, you must also advise us if your gross monthly income (or net profit if you are self-employed) changes to the extent that it will affect the calculation of the amount of monthly benefit you are entitled to in the event of having to claim. If you fail to inform us of any of these changes, we are entitled to adjust your monthly benefit to reflect them, before paying any claim. In that event, we will refund any Premium that has been overpaid.

10 YOUR COVER (INCLUDING STATEMENT OF PRICE)

We will send you your Certificate of Insurance and your Policy Terms and Conditions. These will set out exactly what cover you have with us. We ask you to review all this information upon receipt and contact your Adviser immediately:

- if the details of the cover do not meet with your approval.
- if the details of the cover do not reflect the instructions previously given to us.
- if any cover that you require is excluded.
- if there is anything in the documentation you do not understand.

If you are not dealing with us through an Adviser, then please contact DMS directly. Our contact details are on page 1 of this document.

11 STATEMENT OF PRICE

This is the cost of your monthly premium. Your Certificate of Insurance sets out the following:

- The premium charged by the Insurer for the risk.
- The policy fee charged by DMS for underwriting, policy issue, premium collection and claims payments.
- Insurance Premium Tax, collected by DMS, and paid to HM Revenue & Customs by the Insurer.
- Premium including Insurance Premium Tax – the total premium you will pay.

There are no fees or charges payable on top of this premium. No interest is included as the premium is paid monthly.. There are no other related purchases. This insurance is not compulsory.

12 CANCELLATION

Whilst you may cancel your cover at any time with no refund of premiums paid, you have thirty days from the start date of your cover, or thirty days from the date on which you received the policy documentation, whichever is the later, in which to cancel the policy, without incurring any cost and with any premiums paid being refunded in full. To exercise this right, you must make this request to us in writing within the thirty day cancellation period, and return your Certificate of Insurance.

13 DATA PROTECTION

Any information we hold about you, whether on our computer system or on paper files will be treated as private and confidential. We will only use and disclose the information we have in the normal course of administering or arranging your insurance policy. We may from time to time use the information we hold about you to send you information on other products and services, which we offer and which we feel may be appropriate. If you do not wish to receive any marketing information from us, please write to us at the address detailed below and we will mark our records accordingly. Under the Data Protection Act 1998 you have rights of access to any personal information we hold about you in our records. If you have any queries in respect of confidentiality and data protection please contact us in writing. Our contact details are set out on page 1 of this document.

14 OWNERSHIP

John Christopher Tegg and Gwendoline Joyce Tegg each own 50% of the Share Capital of *DMS Agency Services Ltd*. John Christopher Tegg is the Controller of the Company.

15 WHAT TO DO IF YOU HAVE A COMPLAINT

If for any reason you feel dissatisfied with your insurance cover, or with the levels of service we have provided, we operate a comprehensive complaints procedure to assist you with your complaint. If you wish to register a complaint, in the first instance, please contact us:

- in writing *DMS Security Plans*. PO Box 2, FREEPOST SWC 2489, DURSLEY. GL11 4ZZ.
- by telephone 0845 673 9999 or 01453 547053
- by facsimile 0845 130 5624
- by e-mail admin@dms4asu.co.uk

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Services.

16 ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS) ?

We are covered by the FSCS. 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 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

FURTHER INFORMATION ABOUT COMPENSATION SCHEME ARRANGEMENTS IS AVAILABLE FROM THE FSCS.

17 LAW TO BE APPLIED

The parties are free to choose the law applicable to a contract of insurance. Unless specifically agreed to the contrary, all contracts arranged through DMS are subject to the Law of England and Wales.