

Our Company

Darwinsure (We) is a trading name of Darwin Clayton (UK) Ltd is an Insurance Broker and our Head Office is located at:

20 Mount Ephraim Road,
Tunbridge Wells,
Kent TN1 1ED.
Tel No: 01892 511144.
Fax No: 01892 511455.

Email: darwinsure@dcuk.co.uk
Website: www.darwinsure.co.uk.

Darwin Clayton (UK) Ltd is authorised and regulated by the Financial Conduct Authority (FCA) authorisation No 303990.

This information can be confirmed by visiting the Financial Conduct Authority website: (see below) or by contacting them on Tel No: 0800 111 6768. A copy of the Insurance Conduct of Business rules is available from the Financial Conduct Authority website or by telephoning them on the above number.
www.fsa.gov.uk/register/firmSearchForm.do

We are an owner-managed business and no Insurer has any share holding in Darwin Clayton (UK) Ltd.

Permissions

Darwin Clayton (UK) Limited has been given permission by the Financial Conduct Authority to carry out the following activities in respect of non-investment insurance contracts:-

- advising on investments (except on Pension Transfers and Pension Opt Outs)
- Agreeing to carry on a regulated activity
- arranging (bringing about) deals in investments
- assisting in the administration and performance of a contract of insurance
- dealing in investments as agents
- making arrangements with a view to transacting investments.

The Delivery of Service

Our aim is to provide a service that gives value and achieves the highest professional standards. This will be achieved by continuous improvement, transparency and a desire to create value for our Customers.

Our Commitment

We aim, at all times, to carry out our business with clarity and integrity.

We ensure that our staff are competent and that we control our business in accordance with the requirements of the FCA. We endeavour to provide insurance coverages in accordance with the requirements of our Customers and place their interests of paramount importance.

The identity of the Insurer will be shown on your quotation and policy together with the premium required for the cover you have selected.

In respect of policies purchased by you through Darwinsure, you understand that no advice or recommendation has been provided by us. The decision to select and proceed with cover rests solely with you as the customer and you should ensure that the cover meets your requirements.

We disclose upon request from our Customers, the remuneration received from their Insurers.

Any conflict or potential conflict of interests will be informed to our Customers immediately we become aware of the situation.

Insurer Security

We cannot and do not guarantee the solvency or continuing solvency of any insurer. The financial position of an Insurer can change after cover has been incepted. We will not be liable for losses suffered by you in the event of the insolvency of any insurer.

Documentation

A Policy Summary will be provided with your quotation before the conclusion of the contract. A Policy will be provided promptly after conclusion of the contract.

It is your responsibility to read all documentation upon receipt and raise any queries regarding it, otherwise you may risk any loss you suffer not being covered in part or in full.

Mid-Term Changes

Any mid-term changes can be processed by you through www.darwinsure.co.uk.

Renewals

You will receive automatically generated renewal terms prior to expiry. These will be based on information previously disclosed by you and any changes should be updated through www.darwinsure.co.uk

Duty to Disclose Material Information

“Material information” is information which would influence an Insurer in deciding whether a risk is acceptable and, if so, the premium and terms and conditions to be applied. Failure to disclose all such information could result in the policy being rendered void, so that claims would not be paid.

Before inception of cover:

All questions must be answered by you honestly, accurately and in utmost good faith during the quotation process. Any changes, which may occur or come to light after a quotation has been given, must also be notified.

After inception of cover:

The duty to disclose is continuous and if there are changes or variations in cover (including when the policy is renewed), you must update your cover through www.darwinsure.co.uk.

Cancellation

During the first period of insurance you have the right to cancel within 14 days of

- i) receiving the Policy wording and schedule or,
- ii) the inception date of the Policy

whichever is the later.

For full details please refer to the Cancellation Rights section of your policy wording.

You must notify claims directly to the Insurer as soon as possible quoting your policy reference in full. Full details can be found within your policy wording.

Accounts

Our system of accounting is maintained to FCA requirements and Customers' monies are kept separate.

Failure to pay premiums will affect cover. The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:

- any premium money it has received from you to the Insurer;
- or
- any return premium monies that it has received from the Insurer to you.

We are governed by strict rules pertaining to Client Money, set down by the FCA. Where we hold monies in a client bank account we may earn interest on monies held, which will be retained by us. If you are unhappy with this arrangement then please contact us.

In many instances we act as agents for the Insurer for the collection of premiums. This means that premiums are treated as being received by the Insurer when received in our bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you.

Where we do not act as agents for the Insurer we will hold client money separate from our own money with an approved bank, segregated in a client bank account designated as subject to a Non-Statutory Trust. Under a Non-Statutory Trust we are entitled to use client money to make advances of credit, for example to pay another client's premium before the premium has been received from the other client and to pay claims and premium refunds to a client before such monies have been received from the Insurer. We act as Trustees of our clients' monies and must meet certain legal and regulatory conditions. If you are unhappy with this arrangement please contact us.

We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. We do however still remain responsible to you in respect of your money.

We will confirm any Agreement separate to this in writing to you. Where premiums are paid by instalments we will be under no duty to monitor the payment of instalments. If cover is withdrawn because an instalment has not been paid Darwin Clayton (UK) Ltd do not accept any liability arising from this action.

Our Remuneration

We will receive our remuneration by one or more of the under noted methods:-

- A commission payment from the Insurer.
- Fees for additional services including premium finance.

We remind you of your right to be advised of the level of commission, which we receive in respect of you placing your insurance through Darwinsure.

Confidentiality

We will treat any information in our possession, which relates to your business, as confidential. It will be necessary, however, for us to use information that you consider confidential to certain underwriters where such information is material to the risks being covered. Likewise we may disclose to Third Parties certain industry-wide statistics or other information, which may include information relating to you. We may have to allow access to your records by a regulator or a complaints resolution body, or their appointees or representatives, who have been appointed to undertake monitoring or investigatory activities.

Any sensitive information will be handled appropriately and information specific to you will not be identified without your consent. Darwin Clayton (UK) Limited are subject to the Data Protection Act which gives you the right of access to information we hold regarding you.

Professional Indemnity

Professional Indemnity Insurance is mandatory under FCA Regulations. Darwin Clayton (UK) Ltd carries insurance in excess of those requirements.

Complaints Procedure

For complaints about claims please contact Insurers in accordance with the complaints procedure in your policy wording.

For complaints about policy administration and documents please contact Darwin Clayton (UK) Limited.

We have a formal complaints procedure (full copy available upon request).

If for any reason you do need to complain, let us know as soon as possible, by calling our main office telephone, email or write to

The Compliance Officer
Darwin Clayton (UK) Ltd
Darwin House
20 Mount Ephraim Road
Tunbridge Wells

Tel No: 01892 511144
Fax No: 01892 511455
Email: info@dcuk.co.uk

If we are unable to resolve your complaint immediately we will provide a formal written response within five working days from receipt of the original complaint.

A copy of our complaints procedure will be provided at that time.

In certain circumstances complaints may be referred to the Financial Ombudsman Service (FOS) and compensation may be available from the Finance Services Compensation Scheme. Current FOS qualifications for Eligible Customers is where turnover does not exceed €2,000,000 and employees are less than 10.

Financial Ombudsman Service (FOS)

You may complain to the FOS if:-

- a) We have sent you our final response to your complaint and you are still unhappy.
- b) We have had at least eight weeks but still have not sent you our final response, and you are not prepared to wait any longer.

Details for FOS are as follows:-

The Financial Ombudsman Service,
Exchange Tower,
London
E14 9SR.

Tel No: 0800 023 4567
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

As we are regulated by the FCA you will also have access to the FSCS.

You can contact them if we become insolvent and you have a claim that we are unable, or likely to be unable to pay.

10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU

Tel No: 0800 678 1100
Email: Use submission form on FSCS website

Governing Law

Our Terms of Business will be governed by and construed in accordance with English Law.