

Terms of business

For your benefit and protection, you should read these terms of business ("Terms of Business") carefully.

Please pay particular attention to the highlighted text and sections headed 'Fair presentation of risk', 'Your responsibilities' and 'How to make a claim'. If you're unsure about any aspect of our Terms of Business or have any questions about our relationship with you, please email hello@digitalrisks.co.uk or call us on 0333 772 0759.

In these Terms of Business, references to "our", "us" and "we" are to Digital Risks. Digital Risks is a trading name of Enro Limited. We're registered in England and Wales under company number 9265254, and our principal place of business is 180 Borough High Street, London SE1 1LB, United Kingdom.

1. Accepting our Terms of Business

By using our website, or asking us to quote for, arrange or handle your insurance, you agree to be legally bound by these Terms of Business and to comply with them at all times. We amend our Terms of Business from time to time, so please see digitalrisks.co.uk/terms-of-business regularly to ensure you understand the terms that apply to our relationship at that time.

2. Financial Conduct Authority

We're authorised and regulated by the Financial Conduct Authority (FCA), and our FCA firm reference number is 656459. Our permitted business includes introducing, advising, arranging, dealing as agents and assisting in the administration and performance of general insurance contracts for non-investment insurance. You can check this on the FCA's register by visiting the FCA website fca.gov.uk/register or calling the FCA on 0800 111 6768.

3. Financial Services Compensation Scheme

We're covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we can't meet our obligations. This depends on the type of business and the circumstances of the claim. Claims related to insurance advising and arranging are covered for up to 90% of the claim's value, without any upper limit. Compulsory insurance (such as employers' liability) claims related to insurance advising and arranging are covered up to 100% of their value, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or fscs.org.uk

4. The service we provide

We offer insurance products from a panel of underwriters. For certain products, we may only deal with a single underwriter or select from a limited number of underwriters. You can ask us for a list of the underwriters we deal with. We may sometimes act as an agent of the underwriter. If we propose using another intermediary to help place your insurance, we'll confirm this with you before doing so.

You acknowledge that we aren't a party to your transactions with underwriters. While we provide information on policies which may be suitable for you, we have no control over the quality, fitness for purpose or legality of any of the services provided by third parties, and won't, in any circumstances, guarantee payment of claims or an underwriter's solvency.

5. Non-advised service

We haven't given any advice or recommendations about any specific insurance products, underwriters or other services

We provide you with information to enable you to make informed decisions about your requirements. Please remember that where we do provide you with information about insurance products or underwriters, this is general information only and we haven't taken your circumstances or business needs into account. Please therefore always ensure that you review all policy summaries and wordings separately and in full, and pay close attention to the sections detailing conditions, exclusions and limitations.

We won't be responsible for any decision you make to enter into transactions with any third party, including any underwriter.

6. Fair presentation of risk

Under the Insurance Act 2015, you have a statutory duty to make a 'fair presentation of risk' to insurers when taking out insurance (including variations and renewals). This duty exists to enable underwriters to provide you with a fair outcome in the event of a claim. This means, before starting a new policy, changing a policy mid-term, or renewing a policy, you must make sure you disclose every material circumstance which you know or ought to know which could in any way impact the policy or any claim made under it. You must also ensure that the information you provide is clear, accurate and complete in all respects. Because this duty requires you to disclose information you ought to know, as well as information you already know, it's your responsibility to carry out appropriate research into all possible material circumstances relating to your business. This may include consulting with colleagues, directors and managers of your business, and third parties connected to your business (such as accountants and external consultants).

If you aren't sure what constitutes material circumstances, or you've not been able to gather the necessary information, please let us know and we'll try to assist you. However, even if we assist, please remember it will remain your responsibility to make a fair presentation of the risk.

Please note that deliberate or reckless failures to present the risk fairly could result in a claim being refused or settlement reduced

In these cases, the underwriter may be entitled to treat the insurance as if it had never existed, and to keep any premium you've paid.

7. Your responsibilities

You should check all details on any application form or statement of fact and pay particular attention to any declaration you're asked to sign or agree to. It's your responsibility to read all policy documents issued to you without delay and make sure you're aware of the cover, limits and any other terms that apply. If any of the details are incorrect or incomplete you should tell us as soon as possible.

Please pay particular attention to any warranties and conditions stated in the policy wording because failure to comply with them could invalidate your insurance

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your insurance. We offer a flexible service which can be amended as your business changes, but we can only do this if you keep us fully updated. Such circumstances aren't limited to, but would include things like:

- increasing the size of your team or purchasing new assets;
- changes to your business activities, products or services;
- offering your products or services in a new country;
- entering into contracts governed by the laws or subject to the jurisdiction of a different country;
- changes to your company name, structure or ownership (including creation and disposal of subsidiaries);
- criminal convictions, CCJ's, IVA's or bankruptcies;
- updates to your contact details (including change of premises address).

Once you inform us of any relevant change in circumstances, changes to your insurance will only become effective after we provide you with written confirmation and a revised policy document and not before. This is part of your statutory duty to make a 'fair presentation of risk'.

8. How we manage conflicts of interest

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware a potential conflict exists, we'll write to you and get your consent before we carry out your instructions, and we'll detail the steps we will take to ensure fair treatment.

9. Minimum period of insurance

The minimum period of insurance for a policy obtained through us is 3 months unless specified otherwise

Subject to the separate terms of your policy you may amend your insurance within this timeframe. However, under these Terms of Business, you must pay a minimum of 3 months premium to us for which you won't be entitled to any refund if the insurance is cancelled. If you decide to cancel your insurance before the end of 3 months, then the remainder of any premium amount for the first 3 months which you haven't yet paid will become due immediately.

10. Payment for our services

When you receive a quote from us, it's valid for 30 days and will detail the total amount payable by you including tax calculated at the date the quote was issued, unless otherwise stated. If an additional fee is due or if the initially quoted amount changes, we'll agree to this with you before it's payable. Please note that any quote you receive from us isn't a legally binding offer and may be subject to change.

Your insurance premium and any fees due should be paid on the first day of the period to which the premium relates. If for any reason we don't receive payment when due on the first day of the relevant period, then you must ensure payment is successfully made within 14 days from that date. If after 14 days, we haven't received payment following these payment terms, then we reserve the right to initiate the cancellation of your insurance. We may also try to contact you during those 14 days to let you know that we haven't received payment and request it from you. This 14-day period applies even if your separate insurance contract stipulates a longer period.

Please note that failure to pay the amount due to us within our 14-day payment terms could result in a claim being refused

In addition to the payment of your insurance premiums, we reserve the right to charge a £25 administration charge for each unsuccessful direct debit, debit card or credit card payment unless we're responsible for the failure, and each chargeback unless we processed the payment in error. This is our right and is separate from any other rights which underwriters or other third parties may have in their agreements with you where additional administration charges may be due.

We usually receive a commission from underwriters. You're entitled, at any time, to ask for information about the commission we receive.

11. How to make a claim

You'll find what to do in the event of a claim explained in your policy documents. Generally, underwriters require immediate notification of a claim or circumstances which might lead to a claim.

Please note that failure to promptly notify your underwriter of a claim or circumstances could result in the claim being refused

If you aren't sure whether something should be notified, please let us know and we'll try to assist you.

To notify us of a new claim or circumstance, please contact our claims helpline on 0800 772 3059 or send an email to claims@digitalrisks.co.uk

12. How we handle your money

Our financial arrangements with most underwriters are on a 'risk transfer' basis. This means we act as agents of the underwriter in collecting premiums and handling refunds. In these circumstances, money in our possession is deemed to be held by the underwriter(s). However, if risk transfer doesn't apply, we'll hold your money in a statutory trust account set up following FCA rules. For some transactions, client money may pass through other authorised intermediaries before the underwriter receives it.

We reserve the right to retain interest earned on client money held in our statutory trust account.

13. Renewal process

We'll aim for you to receive any renewal terms in good time to review them before any renewal takes place.

Some policies allow for an automatic renewal process, which operates provided that there have been no changes in the level of risk involved, other than the ones which you are required to notify to us as outlined in the 'Your responsibilities' section above. If you don't inform us in line with your responsibilities, then this could invalidate your policy. If there are any changes to the cover provided by your insurance on automatic renewal, these will be set out in a separate attached statement, with an explanation of the changes. Even where there is an automatic renewal, you will always receive notification of all payments made on your behalf. Your statutory rights are unaffected.

Unless we say otherwise, in terms of your agreement with us, these Terms of Business will continue to apply to all renewed policies, including all terms on payments and cancellations.

14. Cancelling your insurance

You must provide us with a minimum of 30 days' notice in writing if you wish to cancel your insurance

The notice should be emailed to support@digitalrisks.co.uk

Following notification of cancellation, if under the terms of your policy you are entitled to any return premium, we'll return any such amount received from the underwriter less a 10% administration charge. We won't return any premium amount less than £100, any premium amount related to the first 3 months of any policy or refund any fees we may have charged for handling your insurance.

This cancellation condition may be subject to the terms of any cooling-off periods which you're entitled to for certain personal insurances outside of your trade, business or profession, such as for your home or car. If a cooling-off period does apply, these Terms of Business will apply in full after the cooling-off period has expired.

15. Ending your relationship with us

You are entitled at any time to instruct us to stop acting for you in writing on 30 days' notice, and this instruction will take effect from the date we receive it. If you do wish to end your relationship with us, you are still required to pay any outstanding premiums and fees due.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You'll be liable to pay for any transactions concluded before the end of our relationship, and we'll be entitled to retain commission received for conducting these transactions, together with all fees charged by us. Please note that the first three months' premium is non-refundable, even if you cancel before the end of three months.

In circumstances where we feel we can't continue providing services to you, we'll give you a minimum of seven days' notice, except in cases where you've committed a material breach of these Terms of Business when we reserve the right to end our relationship immediately.

After this agreement between us ends, the sections headed 'Payment for our services', 'Limited liability', 'Indemnity', 'Ending your relationship with us' and 'General' will continue in full force and effect.

16. How to make a complaint

We aim to provide you with great customer service at all times. If you aren't satisfied in any way, please email your concerns to complaints@digitalrisks.co.uk or call our Complaint Manager on 0333 772 0759. We'll follow our complaint handling procedure which is available on request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

If you purchased your insurance online, you can also if you wish, submit your complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union who have bought goods or services online to get their complaint resolved. You can access the ODR Platform at ec.europa.eu/consumers/odr

17. Intellectual property

All intellectual property rights which arise out of or in connection with our service belong to us. This means that when we send you quotes, documents and other information as part of our service, these contain, and form part of our intellectual property and you agree to only use them for the purpose for which they are intended. Also, you accept that you need our written consent first before sharing any of those items with any third party. In particular, you may not share our intellectual property with any other insurance broker or underwriter without our written consent, and you acknowledge that we may seek appropriate legal remedies if you do.

18. Promotions

As part of our service, we may occasionally offer promotions or discounts. Sometimes these apply to all potential or current customers, and sometimes these are for particular groups of businesses. In all cases, promotions are made available entirely at our discretion, and we reserve the right at all times to end promotions for any reason or to restrict them to certain customers or groups of customers. If we feel that any customer is in any way abusing any of our promotions, we have the right to deal with that customer in such a way as we deem appropriate, which in extreme cases, may be that we initiate the cancellation of their insurance.

Unless otherwise stated in a separate set of terms specific to those promotions, these Terms of Business will apply to all promotions.

19. Use of personal data

Our privacy notice digitalrisks.co.uk/privacy-notice sets out the terms on which we'll process your personal information and is incorporated within and part of these Terms of Business. Please read through carefully, because by using our site, we'll be processing your personal data, and you warrant to us that the personal data you provide to us is accurate.

20. Use of our website

Our website terms of use digitalrisks.co.uk/website-terms-of-use are incorporated within and as part of these Terms of Business. By using our website, you agree to the website terms and these Terms of Business, and if you don't, then you shouldn't use it.

21. Changes to our service

We reserve the right to change our service at any time. This might include discontinuing or excluding certain services. We can do this for any reason, including if we believe any element of the service doesn't meet applicable industry standards or if we feel that there is insufficient demand for the service.

From time to time, it may be necessary for us to transfer your insurance over to a different insurance product or underwriter. If this is the case, we'll provide you with a minimum of 30 days' notice. If there are any changes to your insurance cover as a result, we will provide you with a summary of the cover provided. If you don't agree to the transfer, you may cancel your insurance in accordance with these Terms of Business.

22. Indemnity

You agree to indemnify and defend us, and hold us, our shareholders, affiliates, employees, agents, successors, officers, and assigns harmless from any suits, losses, claims, demands, liabilities, costs and expenses (including legal and accounting fees) that we may sustain or incur arising from any of the following: (i) your use of the Digital Risks website and service which we reasonably determine is wrong and inappropriate, (ii) your failure to comply with any applicable laws and regulations, (iii) your use of the content available through our service which breaches these Terms of Business (iv) any loss suffered by or harm to any property or person relating to or caused in whole or in part by your use of our website or services, (v) any taxes attributable to the services or due on the purchase or sale of our services, (vi) any dispute between you and a third party arising out of a transaction initiated on or through our service, and (vii) alleged errors or omissions or misrepresentations in the information provided by you to us. You agree not to settle any action, claim or demand on our behalf without our prior written consent. We'll have the right to conduct any litigation, with counsel of our choice, at your cost in this instance.

23. Limited liability

We, our shareholders and affiliates won't be liable for any loss of business, loss of data or use of data, interruption of business, lost profits or goodwill, or indirect, special, incidental, exemplary or consequential damages of any kind arising out of your relationship with us. This applies including where you have advised us of the possibility of such loss, and whether or not we had any actual or constructive knowledge that such damages might be incurred. This exclusion includes, without limitation, any liability that may arise out of third-party claims against you. You agree that any claim or cause of action arising out of, or related to, use of the services provided under these Terms of Business must be filed within one (1) year after such claim or cause of action arose. The claim won't be valid after this time. Any recovery from us will be limited to the amount of fees or payments you made to us within the six months before the event or action which resulted in your loss unless the law requires this six-month period to be extended. Nothing in these Terms of Business excludes a party's liability for death or personal injury caused by negligence, or liability for anything else which the law does not allow to be excluded.

24. General

Any waiver of any right or provision of these Terms of Business will be effective only if we sign it. If we don't enforce any term or condition, this doesn't constitute a waiver of this right or provision now or in future.

If any provision of these Terms of Business is found by a court of competent jurisdiction to be invalid, you and we agree that the court should give effect to the parties' intentions as reflected in the provision, and the other provisions of this agreement will remain in full force and effect.

The rights and limitations in these Terms of Business are for the benefit of you and us, and a person who is not a party to these Terms of Business has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce them. You aren't permitted to assign any of your rights under this agreement without our prior written consent.

You and we are independent parties. So, no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and us is intended or created by these Terms of Business.

25. Law and jurisdiction

These Terms of Business are governed by English law, and any dispute arising from them will come under the exclusive jurisdiction of the English courts.