

## TERMS OF BUSINESS

### **Our Service**

In arranging insurance for our customers, we act as an Independent Intermediary authorised by the Financial Services Authority (FSA). Details of our status can be checked by visiting the FSA website at [www.fsa.gov.uk](http://www.fsa.gov.uk) or by telephone on 0845 606 1234. Our service includes advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. We can also assist you with making a claim.

### **Disclosure**

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of the policy, and when you renew your insurance. Failure to disclose information pertaining to your insurance, or any inaccuracies in information given, could result in your insurance policy being invalid or cover not operating fully.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents, are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a certificate of motor insurance.

Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as "Spent".

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

***If you are in any doubt about whether information is material, you should disclose it.***

### **New Business Terms and Conditions**

Cover and premiums quoted are based on the information given by you at the quotation stage and subject to a satisfactorily completed proposal form. Proposal forms are to be received in our office within 14 days of commencement of cover. Copy driving licence(s) must be received in our office within 14 days of commencement of cover. No claims bonus proof (if applicable) must be received in our office within the period of the first cover note. ***Please note that should items requested not be received in our office within the stated periods no further cover will be issued and a time on risk charge will apply.***

### **Confidentiality and data protection**

All personal and sensitive information about our customers is treated as Private and Confidential.

We will only use and disclose the information we have about customers in the normal course of arranging and administering their insurances, and will not disclose any information to any other parties without their written consent. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our customers is correct, and shall use it to provide quotations when policies fall due for renewal.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

We may pass information about you to credit reference agencies for the purposes of arranging payments by instalments, and may also pass to them details of your payment record with us.

Under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other related queries, you should write to us at the above address.

### **Motor and home insurance anti-fraud registers**

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims.

In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the Registers.

### **Motor Insurer Information Centre (MIIC)**

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

### **Use for marketing purposes**

We may use information held about you, to provide you with information about other products and services that we feel may be appropriate to you, by email, telephone, post or other means.

You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address.

### **Claims**

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring that may give rise to a claim under your policy, you should notify the insurer direct as soon as possible using the contact details in your policy documents.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and in any event, within 2 working days.

We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all the elements of the claim with due care, skill and diligence.

We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss.

If there is any conflict of interest, we shall only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and you have given that consent.

We will forward any payments received from insurers in respect of any claim, to you, without delay.

We will notify you of any request for information we receive from your insurers.

### **Complaints**

It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet these standards, please contact the member of staff you were dealing with, either verbally or in writing. They will take details of your concerns and we will then acknowledge in writing, advising you of who is dealing with the matter. A copy of our full Complaints Handling Procedures is available on request

### **Premiums and financial aspects**

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 081906.

We normally accept payment by cash, guaranteed cheque or the following credit/debit cards:

- Visa/Mastercard (a 1.5% charge applies to all transactions)
- Delta/Switch/Electron/Maestro

You may be able to spread your payments through insurers' instalment schemes, a credit scheme with a third party finance provider, or a facility we have arranged ourselves. We will give you full information about your payment options when we discuss your insurance in detail.

### **In-House Instalment charges**

If you pay over 3 or 4 instalments the following charges will be made:

Premiums between :   £100 - £200 - additional £8 per instalment  
                                  £201 - £300 - additional £11 per instalment  
                                  £301 or over – additional 12% on total premium divided between 3  
                                  or 4 instalments (as appropriate)

Premiums that we collect from you are held in an insurance broking bank account specifically used for the purpose of holding client premiums. By virtue of agreements we hold with insurers, we collect premiums as agent of the insurer. Therefore, once we have collected premiums from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer. We will remit the premiums to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers.

### **Service Charges**

- Charges are to be no more than 25% of the annual premium paid. However, at the discretion of the Company, this may be waived\*.
- Late payment (see below), returned or unpaid cheques                   £20

**Late payments**

When forwarding invoices these will clearly show the amount that is due on a given date (usually within 7 days of the invoice date). There is, however, a late payment charge added and clearly shown on the invoice, which will apply without further notification other than our reminder invoice, which will be sent to you on the 7<sup>th</sup> day after the original. Should further reminders be necessary these will include an additional charge to the original late payment charge.

**Return premiums**

Return premiums usually arise if an insurance risk is reduced or a policy cancelled.

On a return premium, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you.

If a policy is cancelled, we will refund any return premium due (after deduction of the commission and our charge).

**Policy terms, conditions and warranties**

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

**Renewal premiums paid by instalments**

In good time before the renewal of your policy, we will provide you with the renewal premium and terms for the coming year.

If you have not contacted us before renewal date, we shall renew the policy automatically on your behalf. If you do not wish to renew the policy, please let us know as soon as possible. We should also advise you to cancel your direct debiting instruction with your bank prior to renewal date.

If it is your intention to renew the policy, no action is required by you, and the policy will renew automatically. We shall send your new certificate of insurance to you.

**Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation scheme ("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 £2000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from FSCS

**Disclosure of commission**

If you would like to know the amount of commission that we are paid in respect of your insurance contract, this information is available on request.

**Governing law**

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

**Other taxes or costs**

Other taxes or costs, or both, may exist in relation to the products and services offered by us that are not paid through, nor imposed by, us.

\* Subject to change without notice at the Company's discretion

**Your acceptance of our Terms of Business will be assumed should we not receive any objections from you within 7 days of providing you with a copy.**