

## TERMS OF BUSINESS

### The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Please use this document to decide if our services are right for you.

### Our service

We act as an Independent Broker on your behalf. You will not receive advice or a recommendation from us and you will need to make your own choice with regard to the products that we offer you. Our service includes administering the policy for you and helping you with any ongoing changes you have to make.

### Who regulates us?

Adrian Flux Insurance Services is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 307071. We are also licensed by the Jersey and Guernsey Financial Services Commissions.

### Our permitted business is:

#### Arranging (bringing about) deals in non-investment insurance contracts

This covers a range of activities including introducing a customer to an insurer, helping a customer to complete a proposal form and sending this to an insurer.

#### Making arrangements with a view to transactions in non-investment insurance contracts

This includes helping a potential policyholder to complete a proposal form or introducing a customer to another intermediary, either for advice or to help arrange an insurance policy.

#### Dealing as agent in non-investment insurance contracts

This includes entering into a contract of insurance with a customer on behalf of an insurer (for example, issuing a certificate).

#### Assisting in the administration and performance of a non-investment insurance contract

This includes notifying an insurance claim to the insurer and negotiating settlement on behalf of the customer. You can check this on the FCA's register by visiting their website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

### Products which we offer

We sell a wide range of both personal and commercial insurance products and provide information on the basis of a fair analysis of the market from a wide range of insurers. Any additional policies we sell in conjunction with your main policy are linked and will be cancelled in line with the main one. We only offer products from a limited number of insurers for caravan insurance. We will provide a list of these insurers on request.

For Agreed Value Insurance and Driving Other Bikes/Cars Insurance we deal exclusively with Qudos Insurance.

For Driverguard Insurance we deal exclusively with Isle of Man Assurance.

For Excess Protection we deal with Trinity Lane Insurance Company Ltd and AmTrust.

For Family Personal Accident Insurance we deal exclusively with Novae.

For Household Home Emergency cover we deal exclusively with Europ Assistance.

For Household Legal cover we deal exclusively with UK Underwriting Ltd.

For Misfuel Insurance and Personal Effects cover, we deal exclusively with Sterling Insurance Company Limited.

For Motorcycle Legal Expenses Insurance, we deal exclusively with Brit Insurance.

For Personal Accident, Helmet & Leathers, Mobility Scooter, Spare Parts, Trailer and Windscreen Insurances we deal exclusively with Trinity Lane Insurance Company Ltd.

For Private Vehicle Legal Expenses Insurance, Replacement Car Cover, Independent Living Insurance, Keycare Insurance, Gadget Cover Insurance and Camping Equipment Cover we deal exclusively with Ageas Insurance Limited.

For Roadside Assistance cover, we deal exclusively with ERS.

For Travel Insurance we deal exclusively with Axa-Sun World Travel.

**Trinity Lane Insurance Company Ltd** is owned by one of the Partners of Adrian Flux Insurance Services.

### Our charges

In addition to premiums charged by insurers, we normally make the following charges to cover the administration of your insurances:

£25	Making mid term amendments, processing cheques which are returned by our bank as un-cleared, cancelling policies.
£35	Arranging collection of bad debts with our debt collection agency. Making changes to your policy (including cancellation or null and voiding) as a direct result of misrepresentation or non-disclosures by you at time of the quote and/or inception of the policy (in addition to any standard administration fees or additional premium charge by the insurance company).
Upto £100	For setting up new policies and renewing a policy (non refundable).
£15	For arranging an agreed value and sending call recordings.

If the policy is underwritten by Trinity Lane Insurance Company Ltd then a percentage fee based on the insurer's premium will be applied to the policy in addition to those listed above

Your insurer may make a charge for any amendment made to your policy in addition to any increase in premium and our mid term adjustment fee.

Return premiums (usually arising if an insurance risk is reduced or the policy is cancelled), will be refunded to you net of commission (or percentage based fee if insured through Trinity Lane Insurance Company Ltd) which could be up to 30%. Where applicable, all refunds will be processed to the same debit/credit card that was used to make a payment on the policy.

If you take a new policy out with us and make a payment towards this new policy but have a previous policy with us that has an outstanding balance we reserve the right to transfer any money paid on the new policy to cover the debt outstanding on your previous policy.

### How monies paid to us are handled

We are the Agent of Insurers for the purpose of collection of premiums and refunds of premiums. This means that premiums are treated as being received by the insurer when received in our bank account, and that any premium refund is treated as received by you when it is actually paid over to you. We normally accept payment by any of the major debit/credit cards or a guaranteed cheque.

We will retain your debit/credit card details for the purposes of automatic renewals and to pay or refund other premiums that may become due upon changes to the policy.

### Cancellations

If you wish to cancel your policy, you must first call our customer service team. Do not cancel your Direct Debit payments. You may be due a refund for part of your premium as long as no claims have occurred during your time on cover. Any refund will be offset against any outstanding Direct Debit payments. You must send us a letter confirming your cancellation request before we can cancel your policy.

The premiums paid for supplementary covers are not refundable following cancellation.

### Premiums and financial aspects

For the purposes of introducing customers to premium finance facilities we deal exclusively with Premium Credit Limited (PCL).

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 535428. You may be able to spread your payments through insurers' instalment schemes or a credit scheme that we have arranged with a third party finance provider. We will give you full information about your payment options when we discuss your insurance in detail.

This is a Finance Agreement between you as the policyholder and PCL, and is separate to the insurance policy. As this is in effect a loan for the initial premium, this agreement **should not** be cancelled until this has been fully repaid to PCL, even if your insurance policy has been cancelled. If any Direct Debit or other payment due in respect of the credit agreement you enter into with PCL to pay insurance premiums is not met when presented for payment, or if you end the credit agreement with PCL, or if you do not enter into a credit agreement with PCL we will be informed of such events by PCL.

If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer and if any money is owed to PCL under your credit agreement pay it to PCL or if PCL have debited us with the amount outstanding use it to offset our costs. The balance will be debited from the debit/credit card last used by you.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

If during the course of the policy any additional premiums or refunds of premium are due, then these will be automatically applied to the remaining balance on the PCL account.

#### **Disclosure**

It is important you ensure that all information, statements or answers made by you to us on the telephone, proposal forms, claim forms and other documents are full and accurate and must be correct. 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 an insurance certificate. You are advised to keep copies of any correspondence you send to us or direct to your insurer. Please consult us if you are in doubt on any aspect.

#### **Awareness of policy terms**

When a policy is issued, you are strongly advised to read it carefully as it is that document, the schedule, any certificate of insurance and the policy wording, which are the basis of the insurance contract you have purchased. If you are in any doubt over any of the policy terms or conditions, please contact us promptly.

#### **Claims**

If you are involved in an accident or have occasion to claim on your policy for any other reason, you must notify us immediately and we will promptly advise you and, if appropriate, issue you with a claim form and pass details to your insurer. You should not admit liability or agree to any course of action, other than emergency measures to minimise your loss, until you have agreement from your insurer. You must continue to make your monthly payments for your insurance, if applicable. We reserve the right to withhold payment in respect of claims, if payment of any premiums to us is in default.

#### **Automatic renewals**

For your protection, we reserve the right to automatically renew your policy up to 5 days prior to the renewal date and take payment by the same payment method as this year. If we exercise this right we will write to you prior to the renewal date, informing you how much the premium will be and giving you time to let us know if you wish to opt out of the automatic renewal process. We also reserve the right to automatically renew any additional policies that you take out with this policy, such as breakdown assistance cover.

#### **Complaints**

It is our intention to provide you with a high level of customer service at all times. However, if, at any time you are dissatisfied with the service we provide, we have a formal complaints procedure, a copy of which is available upon request. Alternatively, in the first instance please call one of our clerks or write to us. We expect that they will be able to resolve the issue for you, but if you remain dissatisfied we can let you know how to take the matter further. If we cannot settle your complaint, you may be able to refer it to the Financial Ombudsman Service (FOS). We will let you know if you are able to refer any complaint to the FOS.

#### **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 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Holders of policies issued by IOMA will not be protected by the United Kingdom Financial Services Compensation Scheme if IOMA should become unable to meet its liabilities. Further information about compensation scheme arrangements is available from the FSCS.

#### **Confidentiality**

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

We will only disclose the information we have about private individuals in the normal course of arranging and administering their insurance, including debt recovery, and will not disclose any information to any other parties without their written consent unless required by law or public interest, except for data that we share with our sister company, Herts Insurance Consultants. We may use the information we hold about our customers to provide them with information about other products and services which we feel may be appropriate to them. Under the Data Protection Act 1988, private customers have a right to see the personal information about them that we hold in our records. If you wish to exercise this right, or have any other related queries, you should write to Mr P Twite at the address enclosed.

#### **Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register**

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) operated by Insurance Database Services Limited (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR) compiled by the Association of British Insurers (ABI). The aim is to check information provided and to prevent fraudulent claims.

Motor insurance details are also added to the Motor Insurance Database (MID) operated by the Motor Insurers' Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be searched by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, MIIC and the Motor Insurance Bureau (MIB) to identify relevant policy information. Other insurance related databases may also be added in the future.

#### **Identity and credit searches**

We, and the companies we place business with, may make searches about you at credit reference agencies who will supply us with information, including the Electoral Register and credit information. The agencies will record details of the search whether or not your application proceeds. The searches will not be used by lenders to assess your ability to obtain credit. We may use scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially, may be used by Adrian Flux Insurance Services and other companies if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account. Alternatively, we may ask you to provide physical forms of identification.

#### **\*Telephone and call recording**

Calls may be monitored or recorded. Calls to our 0844 numbers cost 6p per minute plus your phone company's access charge.

#### **Note**

Your acceptance of these Terms of Business does not affect your normal legal rights.

#### **English law**

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this contract is governed by English law.