

# TERMS OF BUSINESS

Adrian Flux Insurance Services  
East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN  
You can email us at quotes@adrianflux.co.uk

## 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 insurance intermediary on yours and the insurer's 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 and the insurer with any ongoing changes you have to make. Adrian Flux Insurance Services is an approved Lloyd's Coverholder.

## Who regulates us?

Adrian Flux Insurance Services is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 307071. You can check this on the FCA's website by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768. We are also licensed by the Jersey Financial Services Commission.

## Products that 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, Driving Other Bikes/Cars, Excess Protection, Helmet & Leathers, Keycare, Misfuel, Mobility Scooter, Personal Accident, Personal Possessions, Replacement Vehicle, Roadside Assistance, Pot Hole, Spare Parts, Total Loss Protection, Trailer and Windscreen Insurances we deal exclusively with Trinity Lane Insurance Company Ltd.
- For Beach Hut Insurance we deal exclusively with Tokio Marine HCC.
- For Commercial Vehicle and Private Vehicle Legal Expenses Insurances we deal exclusively with Allianz Insurance Plc.
- For Home Emergency, Landlord Home Emergency and Household Legal Expenses Insurances we deal exclusively with Royal and Sun Alliance Plc.
- For Gadget Insurance we deal exclusively with Astrenska Insurance Services Limited.
- For Landlord Legal Expenses, Licence Defence, Holiday Home Legal Expenses and Unoccupied Property Legal Expenses Insurances we deal exclusively with AmTrust Europe Limited.
- For Motorcycle Legal Expenses Insurance we deal exclusively with Financial and Legal Insurance Company Limited.
- For Public Liability Insurance we deal exclusively with The Salvation Army General Insurance Corporation Ltd.
- For Tools in Transit Insurance we deal exclusively with Astrenska Insurance Services Limited.
- For Travel Insurance we deal exclusively with AXA Insurance UK plc.
- Loss recovery Insurance we deal exclusively with Tokio Marine Kiln Syndicates Limited.

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

## Insurer security

While we monitor the financial strength of the insurers with whom we place business, it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

## 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.

Your debit/credit card information will be replaced by a secure token so we can use the same card to take payments for automatic renewals and to pay or refund other premiums that may become due upon changes to the policy.

## Our charges

In addition to premiums and administration fees charged by insurers and the finance provider, we normally make the following non-refundable charges to cover the administration of your insurances:

Making changes to your policy	£35
Making adjustments to your policy as a direct result of non-disclosures or misrepresentation by you at time of the quote and/or policy inception	£35
Cancelling policies	£35
Arranging an agreed value	£15
Arranging collection of bad debts	£35
Processing uncleared cheques	£30
Replacement Smartbox and Data	£160

We usually receive a commission from the insurer, which is proportionate to the insurance premium. Occasionally we may arrange a policy on which we earn no commission and in these cases we will advise you of the proportionate fee before you take the policy out.

Your insurer may make a charge for any amendment made to your policy in addition to any increase in premium and our midterm 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 proportionate fee which is 10%. Where applicable, all refunds will be processed to the same debit/credit card that was used to make a payment on the policy.

You should not take out a new policy if you have an existing debt with us, Hadleigh Holdings Ltd or their subsidiaries. If your new policy is cancelled as a result, we reserve the right to offset the cancellation refund against the equivalent value of the debt.

## Cancellations

You have the right to cancel your policy at any time. If you wish to cancel your policy, please call us first to discuss this. It may be necessary for you to send us your cancellation request in writing before your policy can be cancelled. Do not cancel your Direct Debit payments.

Most insurers will retain the full annual premium if a policy is cancelled and a claim has been reported. All supplementary covers will be cancelled if your main policy is cancelled.

Any refund will be offset against any outstanding Direct Debit payments. Where the amount that you owe exceeds the amount that you have paid, you will be required to make payment for the outstanding amount straight away. Failure to do so may result in us taking steps to recover the debt.

## Within the 14-day cooling off period

The insurer of your main policy will make a reasonable charge for the time you have been on cover if your policy is cancelled during a period of 14 days either from the day of purchase of the contract, or the day on which you receive your policy documentation; whichever is later. For supplementary covers that are cancelled during this period, the full premium will be returned by the insurer providing no claim has been made.

## After the 14-day cooling off period

You may be due a refund for part of your main policy premium. Upon cancellation of the contract, it should be noted that Insurance companies apply pro-rata cancellation charges which are proportionate to the annual premium and as these form part of the contract offered, we would ask clients to realise that such charges upon cancellation are applied by the underwriters and not us.

## Premiums and financial aspects

The following refers to policyholders over the age of 18. Policyholders under the age of 18 are not eligible to enter into a credit agreement and will require a parent or guardian to do so on their behalf. The parent or guardian will be subject to the data sharing, credit and money laundering checks as stated below.

For the purposes of introducing customers to premium finance facilities we deal exclusively with Premium Credit Limited (PCL). We may receive a commission for introducing you to PCL. If you pay using premium finance, it costs more in total than paying for your policy in one single payment. Finance is subject to status. Your data will be shared with PCL who will assess your creditworthiness using a range of tools to carry out anti-money laundering checks and credit assessments. Your application will include a search of your records at a credit reference agency.

This is a credit agreement between you as the policyholder and PCL, and is separate to the insurance policy. PCL will contact you with full details of your credit agreement. 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 online, 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 five working 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 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. You can opt out at any time during the policy term. To opt out, please call us or contact us by post or email.

#### **Complaints**

It is our intention to provide you with the highest level of customer service. 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.

In the first instance please contact a member of staff with any concerns, either by telephone, email or post. We expect that they will be able to resolve any issues with the minimum of inconvenience to you.

If you remain dissatisfied after speaking with a member of staff, we will advise you how to pursue any outstanding concerns further. In the event that we have been unable to resolve your complaint, you may be able to refer it to Lloyd's and ultimately the Financial Ombudsman Service.

#### **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.

If the insurer of your policy is declared in default by the FSCS, we reserve the right to arrange a replacement policy with another insurer on your behalf. We would endeavour to replace your insurance cover at no expense or inconvenience to you.

#### **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, which includes the detection and prevention of fraud and money laundering, except for data that we share with Hadleigh Holdings Ltd and their subsidiaries. We may use the information we hold about our customers to provide them with information about other products and services that we feel may be appropriate to them. For full details of how we use your data please view our privacy policy on our website. Under the General Data Protection Regulation, 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 the data protection officer.

#### **Fraud detection and prevention**

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.

To prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the police.
- Undertake credit and claims record searches.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. We may log your IP address (and/or a unique identifier for your computer) and use this information to help us prevent and detect fraud, including passing it to fraud detection agencies. Law enforcement agencies may access and use this information. We, and other organisations, may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit-related or other facilities.
- Managing credit and credit-related accounts or facilities.
- Recovering debt.
- Checking details on proposals and claims for all types of insurance.
- Checking details of job applicants and employees.

If you have any questions about any information in this notice, or if you want more details of the databases we access and contribute to, please contact us.

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

We, and the companies we place business with, may make searches about you at credit reference agencies that 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 call recording**

Calls may be monitored and recorded.

#### **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.