

# GENERAL INSURANCE TERMS OF BUSINESS AGREEMENT

## Contents

1. About this document	2
2. Who regulates us?	2
3. The service we offer	3
4. Our Fees and charges	7
5. Your right to cancel your insurance and your 'cooling off' period	8
6. Your rights and responsibilities	9
7. Our rights and responsibilities	10

## 1. About this document

This document explains the service we offer, how you will pay for it and how we do business with you. By accepting an insurance quotation or otherwise asking us to perform any of the services described in this document, you are agreeing to the terms set out below. Therefore, it is important that you read this document carefully and keep it safe for future reference. **If there is anything you do not understand, please ask us for an explanation.**

**We will enter into separate agreement with you for each policy that we source and administer for you.**

**We may update this agreement from time to time in accordance with the "Variation of this Agreement" section on page [13].**

**You and we may terminate this agreement as set out in the "Termination of this agreement" section on page [12]. It is important to note that if this agreement is terminated, your policy arranged under it will also terminate and so you may no longer have appropriate insurance cover.**

### **Commercial and Retail Customers**

Any reference to "retail" customers in this agreement is a reference to individuals acting wholly or mainly outside of their trade, business craft or profession in receiving our services.

Any reference to "commercial" customers in this agreement is a reference to customers acting wholly or mainly in the course of their trade, business, craft or profession in receiving our services.

This agreement contains various clauses which relate specifically to "commercial" or "retail" customers. We have highlighted these clauses specifically where they appear throughout this document.

Any reference to a "customer" is a reference to any customer or ours irrespective of whether he/she is "retail" or "commercial".

## 2. Who regulates us?

Wesleyan Financial Services Limited (WFS) is authorised and regulated by the Financial Conduct Authority, and our firm reference number is 134753. WFS is wholly owned by Wesleyan Assurance Society, an insurer which is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. The registered address of both firms is Colmore Circus Birmingham, B4 6AR. Please be aware that Wesleyan Assurance Society insurance policies are not sold under this agreement.

Any reference to "we", "us" or "our" is a reference to WFS. Any reference to "you" or "your" is a reference to our customer, whether they are a "commercial" or a "retail" customer.

The Financial Conduct Authority regulates the financial services industry in the UK. Their address is 12 Endeavour Square, London E20 1JN. You can check the FCA Register by visiting the FCA website - <https://www.fca.org.uk/firms/financial-services-register> or by contacting the FCA on 0300 5008082.

The Financial Conduct Authority has authorised us to arrange general (non-investment short-term) insurance contracts, which means arranging insurance such as home and motor insurance, and to carry out credit broking. Credit broking means arranging credit facilities for customers who would like to pay their insurance premium by instalments.

### 3. The service we offer

A reference to “working day” in this section means a reference to a day that is not a Saturday, Sunday or a public holiday in England and Wales. Otherwise, a reference to “days” is a reference to days that are to calendar days (not working days).

We are an insurance broker and as such we use our knowledge and expertise to help you find appropriate insurance for your specific needs. We primarily propose insurance policies to you on an advised basis. However, there may be circumstances in which we only may be able to propose insurance policies to you on a non-advised basis, as described in more detail in the paragraphs below. You are also able to purchase insurance on a non-advised basis through our website.

As an insurance broker, we act as an intermediary between you and the insurer. While we can arrange cover for you and help with any insurance queries you may have, including claims support, it is not Wesleyan who provides cover or handles your claim. This is the insurer’s responsibility.

We act on your behalf when advising you and sourcing and administering your policy. However, we act as agent of the insurer in binding the insurer to the policy, collecting premiums and handling refunds.

We offer insurance policies from a range of insurers to cover motor cars, motorcycles, home buildings and contents, commercial premises, public and employers’ liability and travel insurance as well as other risks. We maintain a full list of insurers whose products we sell in our “range document” that we will provide to you at the same time as this document and may be updated from time to time.

For many policies, we work with a select panel of insurers so that, where we provide you with an advised service, we can give you a personal recommendation on the basis of a fair and personal analysis of the applicable market. Our panel of insurers has been selected to provide us with a sufficiently large selection of policies that reasonably reflects our understanding of current market conditions and can offer insurance for a variety of customers and situations.

However, for some policies, we work on an exclusive basis with a single insurer. This is set out in the table below, and names of the single insurers are set out in our range document which is issued with this agreement.

Below is a table showing the products where Wesleyan use a panel of insurers and the products where we use a sole-provider.

Panel of Insurers		Single Insurance Company	
Private Motor Insurance	Household Insurance	Engineering Policy	Sick pay (renewal only)
Surgery Insurance	Office Insurance	GAP insurance	Motor Cycle (renewal only)
Medical Malpractice Insurance	Property Owners Insurance	Travel Insurance	Personal Accident (renewal only)
Directors and Officers insurance	Professional Indemnity Insurance	Executor Inheritance Insurance	Group accident and sickness (renewal only)
Let Property Insurance	Cyber Insurance	Small Craft Insurance	
Commercial Motor Fleet		Motor ancillary products E.g. motor Legal	Home ancillary products (E.g. Total Home Protection)
		Commercial ancillary products e.g. Surgery assistance plus	

We may record telephone calls for training and monitoring purposes. We engage a third party to carry out quality monitoring on our behalf. If we have a face to face meeting with you, we will store and rely on the meeting notes as part of our sales process.

### a) Advised Service New Policies

We will ask you some questions to establish your insurance demands and needs and narrow down the selection of policies that are available.

The insurance policy that we personally recommend from our selected panel will be a policy that is consistent with our understanding of your demands and needs.

### b) Advised service renewal

If your policy is due for renewal we will write to you to outline our personal recommendation to meet your insurance needs for the next period of insurance and to confirm the premium and terms applicable.

Our personal recommendation will be consistent with our understanding of your insurance demands and needs based upon the latest information that you have provided. We may attempt to contact you by phone to ensure our understanding of your demands and needs remains correct. When we write to you prior to the renewal date, we will confirm:

- ▶ whether our personal recommendation has been restricted solely to those products offered by your current insurer, or
- ▶ whether we have considered products offered by any other providers available on our panel.

If our advice has been restricted solely to those products offered by your current insurer, you have the right to ask us to consider products offered by other providers available on our panel.

### c) Advised service automatic renewal

Where our recommendation is to renew cover with your existing insurer, if you do not wish to do so, you must instruct us on or before the date on which your policy is due to expire. If the date on which a policy expires is not a "working day", you must inform us on the last "working day" prior to the date upon which your policy expires.

Otherwise, the policy will automatically be renewed with your existing insurer. Most of the policies we offer automatically renew (where the insurer is continuing to offer cover) but we will clearly set out in your renewal notice if any policy does not do so and any action that you need to take.

There may be circumstances in which we recommend that you enter into a new policy with a different insurer even where your existing insurer offers to renew your policy. In such circumstances, if you wish to enter into the recommended new policy with the different insurer, you must instruct us at least 7 days prior to the date on which your existing policy is due to expire. If you do not provide us with any such instructions, your existing policy will automatically renew with your existing insurer, unless you instruct us not to renew on or before the date on which your policy is due to expire. If the date on which a policy expires is not a "working day", you must inform us on the last "working day" prior to the date upon which your policy expires.

There may be circumstances in which your existing insurer no longer offers your policy for renewal, in which case, we will inform you in writing and where appropriate recommend alternative insurance for you in accordance with this agreement. **Where you do not instruct us to put in place the recommended alternative cover, or there is no appropriate alternative cover we can recommend, your insurance will lapse. In this situation, this agreement will be deemed to have terminated (see section on "Termination of this agreement" on page [12]).**

### d) Non-advised service

There may be some instances where a policy will be offered and renewed on a non-advised basis. We will let you know where this is the case.

We also offer home, motor and travel insurance on a non-advised basis via our website.

In each case, this means we will only be offering you information for you to make a decision to purchase your policy and will not be making a personal recommendation. You will be informed clearly if this is the case. However, if you require any further information please discuss it with us.

Alternatively, if you would prefer to receive advice please call us to discuss your options.

#### **e) Non-advised service renewal**

If your policy is due for renewal, we will write to you with details relating to the renewal of your insurance policy (provided that your insurer is willing to offer to you a policy for the new policy period) and to confirm the premium and terms applicable.

#### **f) Non-advised service automatic renewal**

Where our renewal letter states that the renewal of your insurance policy is on a non-advised basis, your policy will automatically renew with your existing insurer. If you do not wish to do so, you must instruct us on or before the date on which your policy is due to expire. If the date on which a policy expires is not a "working day", you must inform us on the last "working day" prior to the date upon which your policy expires. Most of the policies we offer automatically renew (where the insurer is continuing to offer cover) but we will clearly set out in your renewal notice if any policy does not do so and any action that you need to take.

There may be circumstances where your existing insurer no longer offers your policy for renewal. **In this circumstance, we will inform you in writing, your insurance will lapse and this agreement will be deemed to have terminated (see section on "Termination of this agreement" on page [12]).**

#### **g) Premium payments on renewal**

Where your policy is renewed with your existing insurer, if you paid for your cover by instalments in the previous year this will continue and the credit provider will write to you directly stating the amount and dates of the direct debit.

If you do not pay your insurance premium by direct debit, you will need to contact us to make payment.

#### **h) Insurance validity and information on renewal**

Irrespective of whether you receive a renewal reminder, it remains your responsibility to ensure that your insurance is valid and in force.

You must remember to tell us of any changes that might affect your cover, (e.g. convictions, accidents, drivers or occupational changes since your policy was last renewed) before the date on which your policy is due to be renewed, otherwise your cover may become invalid.

#### **i) Our aims**

Meeting the needs of our customers is at the heart of everything we do at Wesleyan. We regularly review our processes and procedures to ensure we act honestly, fairly and professionally and offer our customers the highest standard of service. Our communications are designed to be clear and straightforward to understand and we aim to keep you informed of all developments with your insurance both before you buy and afterwards.

#### **j) How we are remunerated**

When you take out a policy with us we will charge you a fee (except for travel policies or if we confirm otherwise when we talk to you to arrange your insurance).

In addition, the insurer pays us a percentage commission from the total insurer premium. If the type of policy we sell reaches specific profit targets the insurer may also pay an additional bonus. When you pay your premium by monthly instalments and we introduce you to Premium Credit Ltd, we may receive a fee from them.

You can ask us to confirm the amount of commission earned by us in relation to your policy.

## 4. Our Fees and charge

This table sets out the fees that we will charge you in respect of our service.

Type of transaction		Fees	Notes
Quotation (all policy types)		No fee	
Setting up your new policy on our website		No fee	
Setting up your policy over the telephone		£30	For certain products this fee is reduced. We will let you know if a reduced fee is applicable.
Policy renewal		£30	For certain products this fee is reduced. We will let you know if a reduced fee is applicable.
Changes to existing policies (mid-term alteration)		£30	Where a transaction results in a premium refund being due to you, that refund will be reduced by any charge and any other sums owing in respect of the policy.
Cancellations within the 'cooling off' period		No fee	For full details on cancellation please see section 5 below
Cancellations after the 'cooling off' period		£30	For full details on cancellation please see section 5 below
Cancellation of ancillary products within the 'cooling off' period		No fee	For full details on cancellation please see section 5 below
Cancellations of ancillary products by any customer after the 'cooling off' period		No fee	For full details on cancellation please see section 5 below
Duplicate documents	by post	£10	
	by email	£5	
Minimum refund fee		If the amount of money to be refunded to you is less than £5, then we will charge that amount as a refund fee, and no monies will be refunded. If the amount of money to be refunded is £5 or more, then no refund fee applies and you will receive the refund in full.	

If you choose to pay for your insurance by instalments, we use Premium Credit Limited to provide finance exclusively and we may receive a commission for introducing customers to them. The payment will appear on your bank statement as 'PCL – WESLEYAN' and missed payments could cause additional fees which may affect your credit rating. If you choose to pay by monthly direct debit payments, your personal information and the bank details you provide to us will with your consent be passed to Premium Credit Limited who will contact you either by email or post.

Premium Credit Ltd will provide you with additional information about the key features of the credit agreement including monthly payments, total cost fees and charges which will enable you to make an informed choice whether the agreement meets your specific needs and financial situation.

Premium Credit Ltd carry out credit and anti-money laundering checks, as credit is subject to status. They use credit reference agency and other information databases which will leave a record of the search.

### Taxes and Levies

Your Insurance Premium will also include Insurance Premium Tax. This tax was introduced in 1994 and in recent years, the rate of Insurance Premium Tax has been gradually increasing.

Your premium may include another government levy called Flood Re, which was introduced in 2016. Flood Re is a joint initiative between the Government and insurers with the aim of making the flood cover part of household insurance more affordable. Insurance companies do not give a separate figure for this levy, it is just absorbed into the insurance premium.

## 5. Your right to cancel your insurance and your ‘cooling off’ period

### a) Cancellation of Insurance policy

Please contact us if you would like to cancel any policy that we have arranged for you.

Depending upon the type of insurance that you have, you may have a right to cancel your policy for any reason before the policy starts and also within a 17 day period commencing on the policy start date. This period is called the “cooling off period”.

If you cancel your policy within the “cooling off period” without claiming on the policy there is no charge for cancelling the policy. Wesleyan will absorb any fees which your insurer may charge. If however, you have made a claim before you cancel the policy, the full premium will remain payable and no refund issued.

After the “cooling off period”, subject to its terms, you may still cancel your policy. If you do so, both the Wesleyan’s cancellation fee and the insurer’s charges may apply. Whether you receive a refund of any of the insurance premium is determined by the terms of the applicable insurance policy.

The date of cancellation is the working day when we receive a communication from you that you are cancelling the policy. If you make this on a non-working day or outside working hours, then the date of cancellation is the next occurring working day.

### b) Cancellation of Ancillary Products

Some examples of ancillary products are (not a complete list): -

Motor Legal	Total home protection	Excess Protect
Motor Breakdown	Courtesy car	Surgery assistance plus

If you cancel your main insurance policy then any of the ancillary products you purchased will automatically be cancelled at the same time.

If you are a “retail” customer and you cancel your ancillary insurance product within the “cooling off period” without claiming, a full refund will be given.

In all other circumstances, no refund will be given to either “retail” or “commercial” customers on cancellation.

On some occasions, to give you time to check if you have duplicate cover, we will extend the “cooling off period”. If this applies we will let you know.

### c) Direct debit agreement

If you cancel your monthly direct debit there may be an outstanding balance (either a credit or a debit). We will write to you with the current balance and if the insurance is still required, you will need to make alternative payment arrangements.

### d) Retaining Commission

We earn commission from insurers at the time when cover commences. If you cancel the cover after your “cooling off period”, we are entitled to retain the full amount of commission due, in addition to the fees detailed in section 4. This will affect the amount of any refund due to you.



## 6. Your rights and responsibilities

**It is your responsibility to check you comply with the terms of your insurance.**

### a) Changes to your policy

You should notify us immediately of any changes to the details you provided when your insurance was arranged. It is important that you notify us so we can inform the insurer immediately. Do not wait until the renewal date of your policy, as changes to these details could make your policy invalid. A change to your policy can result in an additional or reduced premium. If the change is significant, potentially the policy may not remain suitable for you.

To help illustrate changes that should be notified to us immediately, some examples are detailed below. This is not intended to be a complete list. There may be other changes that could affect your policy so if you are unsure you should contact us.

Motor Insurance	Home Insurance
Change of vehicle	Change of address
Change in place of work or study	Change of occupation
Change of address	Non-occupancy of the property
Change of occupation	Change of use of the property
Modifications to the vehicle	Letting or sub-letting of the property
Change in use of the vehicle	Alterations to the property
Accidents	Commercial activity
DVLA-notifiable health issues relating to all drivers	The property is identified to be in a location liable to flooding
Convictions - (including any pending convictions or fixed penalty offences)	

### b) Providing Accurate and Complete Information

#### If you are a "retail" customer:

It is your duty to take reasonable care not to make any incorrect or misleading statements when answering any questions from us or the insurer prior to entering into the insurance policy. This duty applies prior to entering into a new contract of insurance, at renewal of an insurance policy or when varying an insurance policy. If you do not understand the meaning of any question, or if you do not know the answer, it is important that you tell us or your insurer.

Where we provide you with an insurance quote at renewal which is based upon information that you previously provided to us, you should review this information to ensure that it is still accurate and to check whether your circumstances have changed.

Any failure to take reasonable care when answering any questions from the insurer, or by us on the insurer's behalf, prior to entering into the insurance policy may invalidate your insurance cover, or may result in your insurance cover being reduced. Where you provide us with information over the phone, and our member of staff completes the proposal form or statement of fact, then you are responsible for checking any written summary of this information that you are sent. You must let us know immediately of any errors or omissions.

**If you are a "commercial" customer:**

You must make a "fair presentation" of the risk. In making a "fair presentation" of the risk, you must disclose every material circumstance which you know, or ought to know or, failing that, disclose sufficient information to put a prudent insurer on notice that it needs to make further enquiries. You must make these disclosures in a manner which would be reasonably clear and accessible to a prudent insurer. You also must ensure that any representations in relation to any facts are substantially correct and representations you make in relation to any expectation or belief are made in good faith. This obligation to make a "fair presentation" of the risk applies prior to entering into a new contract of insurance, at renewal of an insurance policy or when varying an insurance policy.

It is important that you ensure that all statements you make (whether verbally or in writing) are full and accurate. If you are in any doubt about the relevance of any information, you should discuss this with us.

Any failure to make a "fair presentation" of the risk may mean that the insurer will invalidate your cover, or your cover may be reduced. Where you provide us with information over the phone, and our member of staff completes the proposal form or statement of fact, then you are responsible for checking any written summary of this information that you are sent. You must let us know immediately of any errors or omissions.

**c) Making a complaint**

We work hard to provide our customers with a first-class service. If you are not happy with any aspect of the service you have received, we would like to know and we will do all we can to resolve the situation. In the first instance, please contact us and we will try to resolve matters for you. You can contact us:

**By phone** on 0800 107 5817      **By email** at [GIcomplaints@wesleyan.co.uk](mailto:GIcomplaints@wesleyan.co.uk)

**By writing** to us at

Wesleyan Financial Services Limited, General Insurance Department, Colmore Circus, Queensway, Birmingham, B4 6AR

If you follow this complaint procedure it does not affect your legal rights.

Further information about the Financial Ombudsman Service (including your eligibility to refer any complaint to it) can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Alternatively, your complaint can be made via the Online Disputes Resolution website at [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/). Anything submitted via this portal is sent to the Financial Ombudsman Service for handling in the normal manner if you are an eligible complainant.

## **7. Our rights and responsibilities**

**a) Force Majeure**

We will not be in breach of this agreement and will not incur any liability to you for any failure to perform agreed duties owing to any "force majeure" event.

By "force majeure" event we mean any event or sequence of events beyond our reasonable control such as an act of God, war, strike, industrial action, fire, flood, drought or problems with the banking or payments systems not operated by us.

**b) Our liability to you**

We only will be liable to you for any damage, loss or expense suffered by you to the extent that such damage, loss or expense arises from a breach of our obligations under this agreement or our negligence or our voluntary default.

We are not excluding or limiting our ability for any loss caused by fraud including fraudulent misrepresentation or for death or personal injury or any losses arising from our breach of any duty or liability owed by us to a customer under any applicable financial services regulatory system (under the Financial Services and Markets Act 2000 or otherwise).

### **c) Applicable Law and Jurisdiction**

Unless you and we specifically agree to the contrary this agreement will be governed by the laws of England and Wales and, except where you are a retail customer domiciled in Scotland or Northern Ireland, will be subject to the exclusive jurisdiction of the courts of England.

If you are a retail customer domiciled in Scotland or Northern Ireland then, unless you choose the courts of England and Wales, the courts which will handle any proceedings in relation to this agreement will be those of Scotland or Northern Ireland (as the case may be).

### **d) Taxation**

Insurance premiums attract Insurance Premium Tax (IPT) at the prevailing rate. Insurance Premium Tax is not recoverable. Engineering inspections and some other services attract VAT at the prevailing rate. If you are VAT registered, you may be entitled to recover the VAT paid.

### **e) Money Laundering and Crime Prevention**

As required by applicable law, we will report any suspicion of money laundering, financial crime, tax evasion or terrorist financing to the appropriate investigation or enforcement authority, which may include the National Crime Agency. We are prohibited from disclosing the contents or existence of any such report.

Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Ltd and to the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The purpose is to check information provided and to prevent fraudulent claims. Further details about how your insurer (and any insurer who handles your data, for example to provide a quote) handles and shares your personal data will be available in their privacy notice, which they will make available to you.

Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be accessed 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 to identify relevant policy information. Other insurance related databases may be added in the future.

### **f) Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- ▶ Share information about you with other organisations and public bodies including the Police.
- ▶ Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and applicable insurers may search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance and related services for you and members of your household;
  - Check your identity to prevent money laundering;
  - Undertake credit searches and additional fraud searches;
  - Undertake searches of publicly available databases / third party database in order to verify the information you have given. Insurers share information with each other via the claims and underwriting exchange register and the motor insurance antifraud 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.

Further information is available in Wesleyan's privacy notice, which is available at <http://www.wesleyan.co.uk/privacy>.

### **g) Using your personal information**

Your personal information is very important to us. We will take all due care to protect this information. The personal information supplied to us by you will be processed in accordance with data protection laws and our Privacy Notice. Our privacy notice is available at [www.wesleyan.co.uk/privacy](http://www.wesleyan.co.uk/privacy) alternatively if you would like us to send you a copy by email or post please let us know.

If you give personal information related to other individuals in order for us to provide you with services, you agree that you have their permission to do so. You should show the Privacy Notice to anyone whose personal data you provide us with and which may be processed in connection with the services we provide to you.

If you are a joint applicant or policy holder, Wesleyan may disclose your information where necessary to other joint applicant(s) in order to carry out our services for you both.

When you provide us with special categories of personal information, such as relating to your health or medical conditions, you will be asked for your consent for us processing that information.

### **h) Professional indemnity insurance**

We always will maintain not less than £5,000,000 (five million pounds sterling) professional indemnity insurance, in accordance with FCA rules.

### **i) Conflicts of interest**

We will always seek to act honestly, fairly and professionally and in your best interests. However, circumstances can arise where our organisational and administrative arrangements to manage any conflicts of interest are not sufficient to ensure, with reasonable confidence, that a risk of damage to your interests will be prevented. Such scenarios may include where:

- ▶ We have some form of interest in business being carried out by you
- ▶ One of our other customers has some form of interest in business being carried out for you;
- ▶ We become aware that our interests or those of one of our other customers conflicts with your interests.

If this happens, we will write to you to clearly describe the conflict of interest and the steps that we have taken to mitigate those risks. We also will explain the risks to you that arise as a result of the conflict of interest and ask you for your consent before we proceed with your instructions and outline the steps we will take to make sure you are treated fairly. **Insurer Financial Security**

Insurers are subject to regulation and they are required to hold adequate capital resources. We undertake due diligence in selecting an insurer and we consider a range of factors, including the insurer's financial standing and security.

Nevertheless, Wesleyan does not guarantee the solvency of any insurer with which we place business. An insolvent insurer may be unable to pay all or part of any claim and you may have to pay a further premium for alternative insurance cover. In certain circumstances you may be able to claim under the Financial Services Compensation Scheme (see below).

### **j) Financial Services Compensation Scheme (FSCS)**

Wesleyan is 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.

Further information about the compensation scheme arrangements is available from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### **k) Who is responsible for your money?**

When we are collecting premiums or refunding premiums to you we act as the agent for your insurer. Your insurer treats the payment by you of any premium to us as having been made directly to them when we receive it from you, meaning that your money is protected. However, any premium refunds or claims monies we receive from your insurer are treated as received by you only when it is actually paid over to you by us.

### **l) Credit Reference Agencies**

To determine premium payment rates at quote and renewal and/or any future invitations, we will make checks on the electoral roll and public data through a credit reference agency. These enquiries will be recorded but it is highly unlikely that they will affect your credit rating.

### **m) Motor insurance database**

Where you take out a motor policy, your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad) other UK insurers, the Motor Insurer's Bureau and MIIC may search the MID to ascertain relevant policy information. Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from your insurer or at [www.miic.org.uk](http://www.miic.org.uk).

You should show this information to anyone insured to drive the vehicle covered under the policy.

### **n) Termination of this agreement**

Please note that we will continue to fulfil any outstanding regulatory responsibilities to you following termination of this agreement, but we will still be entitled to any fees outstanding at the time of termination, which may occur as follows:

#### **Termination by either party**

Our appointment under this agreement may be terminated at any time by you giving us at least seven days' prior written notice, but this will not affect the completion of any transaction already initiated. If you terminate this agreement you are responsible for, and agree to repay us for any payment to an insurer which we become obliged to pay as a consequence of your termination and which we cannot reasonably avoid or mitigate.

We may also terminate our services with you under this agreement by giving you at least 30 days' prior written notice, but this will not affect the completion of any transaction already initiated. Such termination would take effect at the expiry of the insurance policy to which this agreement applies.

**It is important to note that if this agreement is terminated, your insurance policy arranged under it will also terminate and so you may no longer have appropriate insurance cover. If you wish for your insurance cover to continue in these circumstances, you will need either to appoint another broker acceptable to the insurer, or deal directly with the insurer if that is acceptable to them, in order for your insurance policy to remain in place.**

#### **Termination for non-payment**

If you pay premiums by instalments, either by direct agreement with the insurer or by a separate credit agreement, you must pay the agreed instalments on or before the due dates. If you fail to do so, your insurance policy may be terminated and this agreement will terminate automatically. In any such event, you agree to repay us for any payment to any third party (including any insurer or premium credit provider) which we become obliged to pay directly as a result of the termination of your policy and which we cannot reasonably avoid or mitigate.

If this agreement is terminated as a result of non-payment of premium or instalments, you are responsible for, and agree to repay us for any payment to an insurer which we become obliged to pay as a consequence of your termination and which we cannot reasonably avoid or mitigate.

#### **Insurer and automatic termination**

If the insurer decides to cancel your policy in accordance with the terms of the insurance, it will give you written notice. It may ask us to give you notice on its behalf. The amount of notice will be the greater of the period specified by the policy or any minimum prescribed by law or applicable regulation.

**In these circumstances, or in any other circumstance in which your policy expires, is terminated or is not renewed, this agreement will be deemed to have terminated from the date of termination or expiry of such policy.**

#### **o) Variation of this agreement**

The version of this agreement that applies to you and your insurance policy is the version we send you when you instructed us to set up the insurance policy and will continue to apply to you (as may be varied properly in accordance with its terms) until it is terminated or lapses in accordance with clause 7(m).

We may vary the provisions of this agreement, subject to the notice described below and in a way that is proportionate to the circumstances giving rise to such amendment:

(a) for the following reasons:

- to conform with any legal or regulatory requirement, FCA or PRA rule, HMRC rule or code of practice, industry guidance or with any other change or anticipated changes to those rules or guidance;
- to reflect any decision or recommendation by a Court or the Financial Ombudsman Service;
- to allow for the introduction of new or improved systems, methods of operation, services or facilities;
- to reflect changes in circumstances or the happening of any event which is outside of our control and which means that these terms operate in a way which is unfair to you or our other customers;
- to reflect changes in circumstances or the happening of any event which is outside of our control and which makes it impossible, impracticable or economically unviable for us not to make a change to the terms of this agreement, provide that this change is not unfair to you or other customers;
- to proportionately reflect changes in the cost of providing our services to you, including any direct costs we are required to pay to others;
- to remedy any errors or ambiguities which we may discover in the future; or
- to otherwise make the terms of this agreement clearer and more favourable to you; or

(b) At the time of renewal of your policy only, in order to align the provisions of this agreement with the updated terms of our standard agreement with our new customers at the time of such renewal.

If we change any of the terms of this agreement, we will give you at least 21 days' written notice of any change that is to your disadvantage except where the change is required sooner in order to comply with regulations (in which case we will give you notice of the change as soon as reasonably practicable). Otherwise, we will endeavour to give you written notice of any changes in reasonable time for you to consider them, unless it is impractical in the circumstances to give such notice.

If you are not happy with any change we make to this agreement, you may terminate this agreement in accordance with the "Termination by either party" clause [on page 12] and we will not make any charge for you terminating this agreement in these circumstances.



If you would like this document in Braille, large print or audio format,  
please contact 0345 351 2352.