

Terms of Business – Autosure Limited

1) **The Financial Conduct Authority (FCA)**

The FCA regulates insurance services and it requires us to give you this document. Please read this document carefully as it sets out the terms on which we agree to act for our clients. Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree.

2) **Our permissions**

Autosure Limited of 88 Lancaster Road, Enfield Middlesex, EN2 0BX is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 304477. These details can be checked on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

We are permitted to arrange, advise on, deal as an agent of insurers, assist in claims handling, help with ongoing changes, introduce to an insurer/premium finance providers and arrange lending facilities/ administrate debts in respect of general insurance policies on behalf of our clients.

3) **Whose products do we offer**

We have access to leading insurers and finance providers for your insurance needs and you may ask for a list of the insurers and premium finance providers we deal with. However, there are times when we use a select panel of insurers and finance providers such as for Motorists Legal Assistance and Vehicle Breakdown Insurance where we use a single provider. We will always advise you of our selection prior to you committing to purchase an insurance policy. In certain circumstances we will use the services of another intermediary to place your insurance and in these circumstances we will always advise you of the name of that intermediary.

4) **Which service we will provide you with**

After assessing your demands and needs we will make recommendations for a particular insurance product. Our advice will be confirmed in a demands and needs statement which will clearly state the reasons for our recommendation. In some circumstances we may not provide you with advice, for example; if we simply provide you with information on a product or if we renew your insurance cover with your existing insurers without re-broking your insurance, and where no recommendation or opinion on the product's suitability has been provided. In these cases, you will then need to make your own choice on how you wish to proceed. We will always advise you where this is the case.

5) **Consumer clients- the information upon which your insurance is accepted**

You must take reasonable care to provide complete, accurate and honest answers to the questions we ask when you take out, make changes to, and renew your policy. Please also tell us if there are any changes to the information set out in the Statement of Fact, certificate of insurance (if applicable) or on your schedule. If any of the information provided by you changes after you purchase or renew your policy and during the period of your policy please provide us with details. If any of the information provided by you is not complete and accurate:

- your insurer may cancel your policy and treat it as if it never existed; or
- your insurer may refuse to pay any claim, or
- your insurer may not pay any claim in full, or
- your insurer may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

In respect of motor policies, it is an offence under the Road Traffic Acts to provide incomplete or inaccurate information to the questions asked in your application for the purpose of obtaining a certificate of motor insurance.

Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference. A copy of the completed application form (if applicable) will be supplied on request within a period of three months after its completion.

6) **Commercial clients- the information upon which your insurance is accepted**

It is your responsibility, throughout the lifetime of a policy and at renewal, to provide us and your insurers with complete and accurate information. You should check details on any forms that have been completed on your behalf to ensure they are correct. All material facts should be disclosed, relating to the insurance cover we arrange for you. Material facts are those which are likely to affect both the assessment and acceptance of risks being insured. If you are unsure whether a fact is material, you should disclose it. Failure to provide full and accurate information may invalidate your cover, thus any future claim may be declined. If you are in any doubt as to what may constitute a material fact then please don't hesitate to ask us.

7) **Renewal of contract**

We write to you in good time before your renewal date, offering you renewal terms or in situations where we are not inviting renewal, we will advise you. Renewal of the contract is based on the information you supplied when we arranged your current contract along with any amendments you have made during the period of cover. It is vital that you advise us of any changes to your requirements.

8) **Complaints**

It is our intention to provide a high level of service at all times. However we recognise that there may be an occasion, when you do not feel satisfied with the service you have received from us. We take complaints very seriously and with this in mind we have developed a Customer Complaints Procedure which lets you know how you can get in touch with us and how we will deal with your complaint or issue. Should you need to make a complaint, please contact Jason Coombs using any of the following methods:

- In person
- In writing – Autosure Limited, 88 Lancaster Road, Enfield Middlesex, EN2 0BX
- By telephone – 0208 367 3557
-

We will endeavour to resolve your complaint by the close of business of the next business day. However, if this is not achievable, you can be assured that we will deal with your complaint promptly and fairly, in line with our formal complaint handling procedures a copy of which you will receive along with this document. Please see below for our full complaints procedure.

9) **How and when to make payments**

You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in our letter / invoice. Failure to meet the payment date may lead to insurers cancelling your policy. We normally accept payments by cash (subject to a limit), cheque, debit card, credit card (2% charge applies on credit cards) or by bank transfer.

It is sometimes possible to spread payments through an insurer's instalment scheme or a credit facility that we have arranged with our preferred premium finance provider/select number of premium finance providers. However acceptance might be subject to a credit check. If you choose to pay for your insurance premium through our selected premium finance provider/one of our preferred premium finance providers (you are entitled to ask us for a list of providers) we will provide you with a breakdown of costs of your monthly instalments and a document outlining key features of the credit agreement. Please note that cover will cease if you fail to keep up payments under a credit agreement.

10) **What will you have to pay for our services?**

In certain circumstances we may charge a policy administration fee. Any fee will be advised and agreed prior to the inception of cover. Payments by our instalment schemes are due strictly at one-month intervals from the inception/renewal date of the policy. When paying by debit/credit card, we will debit the card account from the details supplied. Should these details or the circumstances change, you must notify us immediately. Payment default will result in cancellation of the policy without refund. When you take out a policy with us, by accepting the premium you agree to pay the following scale of charges. In this respect a renewal is considered to be the same as a new policy, although it may be with the same insurer. These charges are in addition to any made by the insurer themselves. Charges will be notified to you prior to the commencement of the policy.

- Broker Instalment Charge – up to 15% (Minimum £25.00)
- Broker New Business/Renewal Charge – up to 15% (Minimum £25.00)
- Broker Mid-Term Adjustment Charge – 30% of the additional premium charged by the insurer subject to a minimum charge of £50.00
- Charge for dishonoured cheques – £25.00

We usually receive a commission from an insurer when placing your business and from a finance company when arranging finance for you. We occasionally receive additional remuneration from insurers, finance providers and other associated business partners for business we place with them. Please feel free to ask us for any further information.

11) **How to cancel and what happens to your return premium**

You may have a statutory right to cancel this policy within a short period. A personal policy which lasts for more than one calendar month offers you the statutory right to cancel the cover (providing there have been no claims) within 14 days from the policy start date or the date when you receive the full policy documentation from us or your insurers, whichever occurs later. You will be entitled to a refund of premium less our administration charge of

£35.00 and a charge by your insurer for the time your insurance cover was in place. If you wish to cancel outside the statutory period you may not receive a pro-rata return of premium. On return premiums we repay our commission to the insurer and this will be deducted from the final amount refunded to you. Please contact us in writing or by e-mail should you want to exercise your right to cancel. **Where a claim is outstanding, or results in payment by your insurers without recovery, no refund will be allowed upon cancellation and the full premium remains payable.**

12) **How to Claim**

Please refer to your policy summary or your policy document if you need to notify a claim. Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them either by contacting your insurer or ourselves. You should contact the insurer directly as soon as possible using the contact details provided. In some circumstances, late notification can result in a claim being rejected.

If you receive any correspondence from a third party in relation to your claim, please pass it to us or your insurer immediately and unanswered. On motor claims, please contact our Claim Line on 0345 2893 0384. Our Claims Management is handled by Winn Solicitors Limited. This is not an underwritten product.

13) **Client Money and how we handle it**

We hold all client money as agent of the insurer which means that upon receipt of your premium by us, it is deemed as having been received by the insurer. We hold your monies in an insurer monies trust account with an approved bank under a non-statutory trust arrangement in accordance with Financial Conduct Authority rules. This means that we are entitled to and may use client money held on behalf of one client to pay another client's premium before the premium is received from that other client, and to pay claims and premium refunds to another client before we receive payment from the insurer. However, we are not entitled to use client money to pay commissions to our company before we receive the relevant premium from the client.

We will retain any interest earned on your money. Occasionally, we may transfer your money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that party.

14) **Are we covered by the Financial Services Compensation Scheme (FSCS)?**

We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending i.e. credit broking/lending. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details regarding the FSCS can be obtained from its website www.fscs.org.uk. We do not guarantee the solvency of any insurer we place business with.

1) **Data Protection and Privacy Notice**

To help make sure you receive a competitive quotation, offer of appropriate payment options, protection against fraud and to verify your identity, insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your application proceeds. All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance.

This privacy notice lets you know what to expect when Autosure Limited collects your data.

1. **USING THIS NOTICE** - Please use this notice to help you understand how we manage your personal data. If you have any questions about how we treat your data, email us on mail@autosurelimited.com
2. **HOW, WHEN AND WHY WE COLLECT YOUR PERSONAL DATA** - We collect your personal data so we can find you the required insurance policy. We gather the information via non recorded telephone calls, your electronic communications (email) to us and face to face enquiries when you visit our premises.
3. **WHO WE SHARE YOUR DATA WITH** - We will share your personal data with insurance companies and may also share your information with finance providers.
4. **STORING INFORMATION** - We take the security of your information very seriously. We store your information in one of two ways, physical storage and secure cloud based storage.
5. **GENERAL** - We do not accept personal information from persons under the age of 16. We do not send out newsletters, operate a mailing list or send unsolicited requests for information. We do not sell your personal data.
6. **ENQUIRING ABOUT YOUR DATA** - Please contact us if you require further information.

mail@autosurelimited.com
02083673557
Autosure Limited
88 Lancaster Road
Enfield
EN2 0BX

If you wish to speak to our Compliance Officer, please find the contact details below.

Jason Coombs
02083673557
Jason@autosurelimited.com

2) **Conflict of Interest**

Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests' or our duty to another party prevents us from discharging our duty to you. Where we become aware of any actual or potential conflict of interest we will inform you of the situation, the options available to you and we will ask for your consent to proceed.

3) **Law and jurisdiction**

These terms of business are governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business, we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

4) **Bribery and corruption**

Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.

5) **Termination of agreement**

Our agreement may be terminated by either one of us giving **14** days' notice in writing to the other. You will be liable to pay for any outstanding transactions or adjustments prior to termination without any penalty fee as long as these are settled immediately on termination. We will be entitled to retain any fees or commission payable in relation to business transacted prior to date of the termination.

Customer Complaints Procedure

Our aim is to provide all of our clients with an excellent level of service. However we recognise that there may be an occasion, when you do not feel satisfied with the service you have received from us. We take complaints very seriously and with this in mind we have developed a Customer Complaints Procedure which lets you know how you can get in touch with us and how we will deal with your complaint or issue.

Should you need to make a complaint, please contact our Complaints Manager Jason Coombs using any of the following methods:

In person

In writing – to Autosure Limited 88 Lancaster Road, Enfield, Middlesex, EN2 0BX

By telephone – 020 83673557

By email – mail@autosurelimited.com

We will endeavour to resolve your complaint by the close of business of the next working day. However, if this is not achievable, you can be assured that we will deal with your complaint promptly and fairly, in line with our formal complaint handling procedures listed below:

- We will write to you within five working days to acknowledge your complaint and provide details of who is handling your complaint
- We will keep you informed of the progress of your complaint as our investigations proceed
- We aim to provide a final response to your complaint within eight weeks from receipt of your complaint
- If we cannot provide you with a final response within eight weeks from the date of receipt of your complaint, we will outline the reasons for the delay and provide you with an indication of when you can expect a response
- When investigating your complaint, we will take into account any financial losses or material inconvenience you have suffered. Our final response letter will set out the reasons for our decision and we will make it clear to you, as to whether we accept or reject your complaint.
- If you are in any way dissatisfied with our final response, or if we have been unable to provide our final response to you within 8 weeks of receiving your complaint, **you have the right to refer your complaint to the Financial Ombudsman Service (FOS) free of charge** if you are:
 - an individual consumer;
 - a natural person acting for purposes which are outside your trade, business, craft or profession or
 - a micro enterprise (an enterprise that employs fewer than ten people and whose annual turnover and/or annual balance sheet total does not exceed EURO 2 million) or
 - a charity which has an annual income of less than £1 million at the time the complainant refers the complaint; or
 - a trustee of a trust which has a net asset value of less than £1 million at the time of the complainant refers the complaint.
 - a consumer who is a member of any business, charity or trust who is complaining as a beneficiary of a group policy

The Ombudsman might not be able to consider your complaint if:

- what you're complaining about happened more than **six years** ago, **and**
- you're complaining more than **three years** after you realised (or should have realised) that there was a problem.

If we think that your complaint was made outside of these time limits we will leave this matter for the Ombudsman to decide. If the Ombudsman agrees with us, they will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.

If you do decide to refer your complaint to the Ombudsman you must do so within six months of the date of our final response letter. If you do not refer your complaint to the Ombudsman within six months of the date of our letter, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. Very limited circumstances include where the Ombudsman believes that the delay was as a result of exceptional circumstances.

The FOS offer an independent service for resolving disputes and you may contact the FOS by:

- Calling their consumer helpline on 0800 0 234 567 (free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)
- Writing to them at Exchange Tower, London E14 9SR
- Emailing complaint.info@financial-ombudsman.org.uk
- FOS website: <http://www.fos.org.uk/>

We will include a copy of the Financial Ombudsman Service's leaflet 'Your Complaint and the Ombudsman' in all resolution and 8 week response letters.