

## TERMS OF BUSINESS

### INTRODUCTION

A-Plan Insurance is an independent intermediary authorised and regulated by the Financial Services Authority. Our FSA registration number is 310164. You can check this by visiting [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. We act on your behalf in arranging insurance policies from a range of insurers. This document sets out the Terms of Business under which we will provide our services to you, and which takes effect from the date of issue. Please retain for your records.

### PRODUCTS AND SERVICE OFFERED

We offer insurance policies from a range of insurers for personal and commercial requirements including (but not limited to) motor cars, commercial vehicles, motorcycles, home buildings and contents, commercial premises, public & employers' liability, travel insurance. Where legal expenses and motor breakdown is offered as an optional cover, the policy will be offered from one insurer. Our recommendation of insurer and policy will be based on the insurer that most closely matches, in cover and price, your needs as disclosed by you at the time of quotation.

### CALL RECORDING

For our joint protection calls may be recorded.

### COOLING OFF PERIOD

You have a 14 day "cooling off" period from the date your policy was concluded. To cancel your policy within this time, you must write to us confirming your intent and enclose your certificate of insurance (for vehicle cover). We will return your premium less a proportionate charge for the period of cover and less any fee or insurer administration charge.

### PREMIUMS, FEES, & PAYMENT

We collect premiums as agent of the insurer. This means that once you have paid the premium to us, it is treated as having been paid to the insurer. Premiums must be paid by the date(s) specified. You may pay by cheque, credit card, cash, debit card, or instalments, subject to status. Where your premium is paid by direct debit we will, for your protection and subject to your insurer offering renewal terms, automatically renew your existing policy unless you instruct us otherwise. Please note that after a claim, insurers do not normally allow any refund of premium, and direct debit payments must be maintained in full. Should payment be in default we reserve the right to cancel, or to request your insurers to cancel the policy. Any refund will be offset against the outstanding balance. If, after application of any refund, a balance remains outstanding and it is necessary for debt recovery agents to be instructed, debt recovery costs will be included. A fee of up to £25, or up to 10% of the premium, may be applied to new policies, renewals, alterations and policy cancellation. Your quotation will show any fee applicable. A charge of £10 is payable for replacement policy documentation.

### MAKING A CLAIM

We are here to help and to act on your behalf. We will guide you through what can often be a difficult and stressful time, and help make certain the insurer provides the responsive service you are entitled to expect. In the event of an incident which may give rise to a claim, please notify us immediately using the contact details in your documentation. As part of our service, we will monitor the progress of your claim, and provide appropriate guidance. Should there be any significant changes we will notify you without delay. The information you supply, and any Report Form, will be put on industry Database Registers and may be made available to other insurers.

### LEGAL EXPENSES & BREAKDOWN COVER

When purchased as separate contracts, these will normally run concurrently with your vehicle, or home, policy. There is no refund on cancellation.

### POLICY RENEWAL

For renewable policies we will, as a matter of service, write to you prior to the expiry of your policy giving the premium and terms for the forthcoming period. For cover to continue, you must instruct us on or before the renewal date. There are no "Days of Grace". Irrespective of whether you receive a renewal reminder, it remains your responsibility to make certain your insurance is valid and in force. Where you pay by direct debit we will, for your protection and subject to your

insurer offering renewal terms, automatically renew your policy unless you instruct us otherwise; this does not affect your obligation to notify us of any changes that might affect your policy at renewal (e.g. convictions, accidents, drivers, or occupational changes of which we were not previously aware).

#### **RESPONSIBILITY FOR RENEWAL**

There are no "Days of Grace" for all vehicle, and certain commercial, policies. It is your responsibility to ensure your insurance remains valid and in force. As a matter of service we will write to you prior to the expiry of your policy with the premium and terms for the forthcoming year. For cover to continue, you must instruct us on or before the renewal date. (See "Policy Renewal" above).

#### **DRIVING LICENCES**

It is your responsibility to ensure that you and all named drivers hold a valid driving licence(s) for the insured vehicle(s). Failure to hold a valid licence may invalidate your insurance.

#### **VEHICLE COVER**

It is your responsibility, under the Road Traffic Act, to ensure you possess a current valid certificate of insurance, or cover note, before you use or permit to use a vehicle on the public highway. If your current cover note or certificate of insurance expires, you must contact us immediately as no cover may exist until a replacement cover note or certificate of insurance is issued.

#### **CHANGES TO YOUR POLICY**

Any change in the details upon which your insurance was arranged, must be notified to us immediately they occur. Cover may be invalid until such changes have been accepted by insurers. Examples include (but are not limited to) for vehicle insurance – changes in place of work or study, modifications to the vehicle, changes in use of the vehicle, and for all drivers – convictions, accidents, and serious health issues. For home insurance, a change of address, occupation, or use of the property.

#### **CANCELLATION**

To cancel your policy please contact us. Some insurers charge for cancelled policies on "Short Term" rates which usually gives a disproportionate charge for the period of cover. Please discuss with us the likely net refund before deciding upon cancellation. Where a claim has been reported, insurers generally do not allow any refund on cancellation. No cancellation of vehicle insurance can be arranged until we have received your current Certificate of Insurance. We will refund the unexpired premium to you, after deduction of any charges and insurers' commission without delay. If paying by direct debit, any money in hand on cancellation, will be used to clear the insurer's charge. If insufficient, the outstanding balance must be paid, and any excess, after full payment, will be returned to you. Please remember that cancelling your direct debit does not cancel your policy.

#### **DISCLOSURE OF INFORMATION**

All material facts that may affect the risk must be disclosed fully on each proposal form or appropriate communication. If in doubt as to whether a fact is material, it should be disclosed. For vehicles, your duty of disclosure extends to all persons who may drive the insured vehicle, and in the case of home insurance, all members of the household. We cannot, in all cases, maintain a permanent record of such information disclosed and it is your responsibility to re-disclose all material facts when asked and to ensure that all statements contained in the proposal form are correct. It is your responsibility to ensure the accuracy of information supplied. Inaccurate or undisclosed information may invalidate cover. We do not accept liability for any errors or omissions, where a member of staff has completed, or assisted in completing, the proposal form, a copy of which is available on request.

#### **RECORDS AND DOCUMENTS**

Our files are confidential. We reserve the right not to discuss matters relating to clients' insurances with any person other than the client or their legal representatives. Personal information, including information of a sensitive nature, provided by clients may be retained on manual and/or computer records and/or other means and will not be disclosed to other parties except to any organisation allowed access under Statute or exercising a legal entitlement to

such access. You are entitled to a copy of such information where appropriate and, if incorrect, to have such data corrected. We will normally keep client records for at least three years.

#### **DATA PROTECTION ACT 1998**

We are registered with the Information Commissioner as Data Controller and Processor. We will abide by the stated principles of the Data Protection Act at all times. These can be viewed on the Information Commissioners website – [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk). You are entitled to request a copy of the personal data which we hold with reference to you by writing to the Data Protection Officer, Suite 3, Blue Boar Court, Oxford, OX1 4EH. We will only use and disclose information we have about you in the normal course of arranging and administering your insurance. Personal data may be used by us to provide details of products we consider may be suitable for you. All insurers provide details of their policies to databases accessed by police and other insurers. This helps detect uninsured drivers and assists when dealing with claims.

#### **MOTOR INSURANCE DATABASE**

Motor policy details are added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC). This may be consulted by Police to establish who is insured. If you are involved in an accident (in the UK or abroad), other UK Insurers, the Motor Insurers Bureau and MIIC may search the MID for relevant policy information. Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain certain information which is held on the MID. More information is available at [www.miiic.org.uk](http://www.miiic.org.uk)

#### **FINANCIAL SERVICE 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 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

#### **E-MAIL**

In certain circumstances we may agree to correspond with you by e-mail. By providing your e-mail address you are consenting to us communicating with you via e-mail. If you e-mail a request to arrange insurance cover or to amend any details under an existing policy, cover will not be in force until your request has been accepted by the insurer and we have confirmed this. You must take reasonable steps to ensure that messages are complete and accurate and are secure against being altered in course of transmission, and are free of harmful viruses.

#### **WHAT TO DO IF YOU HAVE A COMPLAINT**

For over forty years we have striven to give a first class service. If you are not satisfied, we would like to know and to do all we can to correct the position. Initially please contact your Branch Manager who will endeavour to resolve matters to your satisfaction. If you are still unhappy, please write to The Chief Executive (Insurance), Blue Boar Court, Oxford OX1 4EH who will investigate and do his best to settle the issue for you. If after this, you feel the complaint remains unresolved, you may be entitled to refer it to the Financial Ombudsman Service if you are a private individual or business or charity with a group turnover of less than £1m, or a trustee of a trust with a net asset value of less than £1m at the time of complaint.

#### **NOTES**

The headings in these terms of business are for convenience only and shall not affect their interpretation. These terms of business shall be governed by and construed in accordance with English law. If any of the provisions of these terms of business are held to be invalid or unenforceable in the whole or in part the validity of the other provisions of these Terms of Business and the remainder of the provision in question shall not be affected thereby. Our staff are not authorised to vary these Terms of Business but they may be varied by us in writing from time to time.