

Terms of Business Agreement

Please read this document carefully. It sets out the terms on which we agree to act for you and contains details of our regulatory and statutory responsibilities. This agreement will supersede any agreement previously in force. Please contact us immediately if there is anything in these terms of business, which you do not understand or with which you disagree. If you wish to reject them then you must do so in writing within 14 days of their receipt. These Terms and Conditions will apply in all our dealings with you.

Reference to 'you' means the Insured and/ or their Appointed Agent, whoever is the most appropriate party. 'We' and 'us' means Alan & Thomas Insurance Group.

Alan & Thomas Insurance Group is a trading name of Alan & Thomas Insurance Brokers Limited, head office address 314-316 Bournemouth Road, Poole, BH14 9AP.

Authorisation

The FCA is the independent watchdog that regulates financial services. Alan & Thomas Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 304239. You can check our status and permission at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

Our Activities

The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies and Pure Protection policies.

We are also authorised to undertake the following Consumer Credit Activities: Credit Broking (where we act as a credit broker), and Debt Administration.

Ownership

We are a subsidiary of Global Risk Partners Limited which controls a number of insurance intermediaries. We may sometimes approach other group companies to provide quotes and may recommend their products if they are assessed to meet your needs.

Limit of Liability

Your attention is drawn to the following clauses which either limit or exclude liability.

This clause restricts the amount that may be recoverable as a result of our negligence. Other than injury or death of any person (that no cap on liability will apply), our liability to you for the services we provide shall not exceed £10 million in connection with any one event or connected event.

In respect of any other claim arising out of the performance or non-performance of our services under this agreement, our liability shall be limited to the amount of commission and fees received for arranging your insurance policy in the preceding 12 months. This clause has no effect on payments required by the Financial Ombudsman Service or any matter referred to the FSCS.

Where the servicing of your insurance policy is transferred to Us, we will accept no liability for advice you received from an intermediary or insurer prior to the first renewal of your policy.

Our service

We act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf.

We also act on behalf of insurers when collecting premiums under risk transfer and when placing business under a delegated authority scheme.

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

We will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks. In some circumstances, a product may be offered to you on a non-advised basis with no personal recommendation. We will, however, provide sufficient information to enable you to make an informed decision as to whether the product is suitable for your needs. The documentation will make it clear whether the sale is provided on an advised or non-advised basis.

Our service includes arranging your insurance cover with insurers, helping you with any ongoing changes you have to make and assisting you if you need to make a claim. If we use the services of another intermediary to place your insurance, we will advise you of the name of the intermediary we use and the name of the insurer.

We will advise you of any inability to place your insurance.

To avoid misunderstandings, it is helpful if you provide written instructions by letter, fax or email. In urgent cases, we will of course take verbal instructions but we would recommend that these should be confirmed in writing. Requests for cover or changes to your insurance are not effective until they are confirmed by us either verbally or in writing.

Whose Products do we offer?

We offer products from a wide range of insurance companies.

Our selection usually involves presenting to a reasonable number of insurance companies that will insure the risk at hand and this is called a fair analysis of the market.

Sometimes we may only approach two or three insurers and this is a limited panel, or in some cases, we may only approach one insurer. In either case, we will tell you the basis as part of our sales process. You can also request a list of the companies that form the Panel we have approached.

We only offer Motor Legal, Household Legal, Loss Recovery and GAP insurance products from a single insurer.

Additional Services

We also provide access to additional services such as risk management assistance and rebuild cost assessment services. Please note that these services are not regulated by the Financial Conduct Authority and do not benefit from the protection offered by The Financial Ombudsman Service or the Financial Services Compensation Scheme.

Third Party Services

Any references to third party suppliers and services are for your information and convenience only and are not a recommendation or endorsement by Alan & Thomas of the services they provide. If you chose to enter into any contract for the supply of goods or services from a third party supplier, you do so at your own risk. Alan & Thomas Insurance Group accepts no responsibility for loss or damage, however caused, in connection with the use of these services.

Important – Your duty of “fair presentation of risk”

Your insurance is based upon the information provided to the insurance company. All information you provide must be complete and accurate and presented in a clear and accessible way. You must disclose to insurers when you take out your insurance, at renewal, when you make changes and also throughout the life of your arrangement, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. For example, details of all previous insurance claims that you have made or reported, incidents that have occurred which have not been claimed for but which would have fallen under the scope of policy cover, personal information such as criminal convictions, adverse credit history (you have a duty to give this information even when the insurance relates to a business and not an individual) and general information about the risk such as the construction of a building (for example, concrete floor, timber frame with brick, stone and a slate roof), unusual processes, etc. If you are uncertain whether anything is material, you should disclose it.

In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers. A senior manager is anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board and/or committee or is formally in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured or who may benefit from the insurance being arranged.

The Insurer can impose a range of sanctions should these duties not be complied with. These range from cancelling the policy from inception to imposing restrictive terms, charging additional premiums or a reduction in the claim payment. In serious circumstances you could also be obliged to repay any claims payments that had already been made.

All statements and facts disclosed on proposal forms, statement of facts, claim forms and other documents should be full, true and accurate and must be given after undertaking a reasonable search, including consulting with your senior management. Where forms are completed on your behalf you must check them for accuracy and completeness before signing them. You must always read the declaration and make sure you understand it before you sign. It is important that you understand your duty to provide all materially important information, fully, completely and accurately to us and your insurers.

The reason why this is vital and extremely important is that if you fail to tell us or the insurer something when asked, answer carelessly, or indeed omit to tell us something relevant to the insurance risk, this could constitute inadvertent misrepresentation and remedies under the Insurance Act 2015 may be applied to any claim and your policy by your insurer. If you act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection; insurers may not pay a part or all your claim and may cancel your policy. You may find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you will have to disclose this fact when you reapply for insurance.

Failure to provide us with a fair presentation of risk after conducting a reasonable search of personnel within your business, may leave you with no cover and a claim not paid.

Contracting out

Insurers may contract out of certain clauses of the Act (other than basis of contract clauses). We will advise you where they have contracted out of any clauses.

Awareness of policy terms – IMPORTANT INFORMATION

When a policy is issued, you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you have purchased. The policy may contain a number of warranties and / or conditions precedent. You must comply strictly with these otherwise the insurer may not pay a claim and your policy may be cancelled.

Warranties are not always referred to as such within a policy schedule. They may be referred to as conditions, endorsements, special terms as well as warranties. It is important that you look out for these and if you have any doubt about a particular statement, please ask us for advice.

FAILURE TO COMPLY WITH WARRANTIES AND / OR CONDITIONS MAY LEAVE YOU WITHOUT ANY COVER IN THE EVENT OF A CLAIM AND THE CLAIM MAY NOT BE PAID.

Quotations

Quotations are valid only on the date provided unless otherwise advised. Quotations will be confirmed in writing on request. Specimen policy wordings are also available upon request.

Insurers reserve the right to withdraw a quotation at any time regardless of whether terms have been accepted. Any correspondence between us and you will be superseded by such cancellation.

Credit Search Consent

We, Insurers and Premium Finance Companies whom we place business with do at times carry out searches to protect customers from fraud and to verify identity. This is done using publicly available data which they obtain from a variety of sources, including credit reference agencies and other external organisations and may also include a credit check to ascertain the most appropriate payment option for you.

The search will appear on your credit report whether or not you take out or renew a contract with them.

Unless you advise otherwise, you are deemed to have accepted our Terms of Business and consent to our using these Insurers and Premium Finance Companies when providing you with a quotation for new business or for renewal of an existing policy/contract.

Policy Documentation

Policy documentation will be issued to all customers in a timely manner. Your policy documentation will confirm the basis of cover and provide details of the insurers.

You are advised to keep copies of documentation sent to or received from us for your own protection. Please consult us if you are in doubt on any aspect.

It is our policy to retain records for business effected on your behalf, for a minimum of 3 years after expiry and otherwise as required by law. It is possible that a claim may be made under some types of insurance cover long after the policy's expiry date and it is therefore important that you keep such documents safely.

If you mislay your policy at any time, we will arrange a replacement policy document, if you request it.

Mid-term changes to your policy

If you need to make any changes to your insurance cover during the period of your policy (mid-term changes), please contact us immediately so that we can advise your insurers and obtain their approval. We may also need to seek further information from you. We will confirm the revised terms for cover to you in good time following receipt of your instructions.

Renewal of your insurance

We will approach you for renewal information in good time before expiry of your policy to be able to approach existing or alternative insurers. We will then provide renewal terms and advise you of any proposed changes to the terms of the policy and its price.

Where payment for the contract you have undertaken is by regular instalment, for example by direct debit, you give your consent to the contract being automatically renewed, without further reference to you, at the renewal date. This means that insurance will continue to be provided to you, and you will be obliged to continue to pay for such insurance, unless you specifically contact us prior to renewal date to notify us that you no longer require such insurance.

Please remember that the duty to disclose all material information applies for any alteration, extension or renewal of your insurance contact.

Our Fees, Commission and Charges

We usually receive a commission from the insurance provider with whom we place your business and in such a case, the commission will be paid to us when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. In addition, we will charge the following fees to cover the administration of your insurance:

New policy	£50
Policy Renewal	£50
Mid Term Adjustment	£25 subject to a maximum of £100 in any one policy period
Cancellation	£50

If we arrange a policy on which we earn no commission or, if the commission we receive from the insurer is considered by us to be insufficient to cover the cost of the work we undertake on your behalf, our fee may be higher and we will advise you of this before you take the policy out.

Where an insurer refunds a premium following a mid-term change or cancellation, including policies voided or cancelled from inception by insurers, we will retain any commission and our fee before returning the net premium to you.

By accepting these terms of business, you agree to our fees and to us retaining the portion of the return premium that relates to commission and fees that would have been due to us.

Specific charges, which apply to individual policies, will be advised to you prior to the commencement of each contract applicable to that policy. The specific charge and purpose of any additional charges will always be advised to you in advance.

Apart from earning a commission or a fee, we may also benefit from other remuneration generated from:

- The management of cash balances;
- Our relationship with other companies whether or not identifiable to any specific client or account when our clients determine they wish to benefit from services provided to those companies. This includes referral payments from Premium Finance Companies and Introducer fees. Such remuneration is only earned on the basis that it does not in any way detract from or conflict with our acting in your best interest which is paramount at all times.
- Payments made by insurance providers reflecting the aggregate income and/or profitability of their account with us and/or in respect of work we undertake on their behalf.

Payment Options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter into a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company, not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment, the finance provider could approach us or the insurer directly to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.

We do not charge any fees to you for introducing you to a credit provider. If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14 day cooling off period.

Please note, your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

We reserve the right to initiate cancellation or lapsing of policies where payment is not received or where defaults on a credit agreement occur.

We reserve the right to charge a reasonable fee for our services if you cease to be our client but wish us to handle claims on your behalf and we agree to do so.

Short Period and Cancelled Policies

If you wish to cancel your policy then you will need to return the Policy Document and current Certificate of Insurance (if applicable) and confirm your cancellation instructions in writing. Subject to no claims having occurred and the cancellation terms of your policy, refund of premiums may be given, less any outstanding balance of premium. Insurers may impose penalty charges in the event of cancellation particularly in the first period of cover (a Short Period policy) and in some circumstances; there may be no refund due. Details of applicable cancellation terms and charges will be found in your policy documents. Cancellation return premiums will be subject to deduction of returned commission.

In the event of a return premium being less than £5, unless otherwise notified by you, Alan & Thomas Insurance Group will pay the return amount due to our nominated charity. Details of this charity are available on request.

Insurers reserve the right to cancel cover at any time should the terms and conditions of the policy not be met.

Client Money

We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers. This will include holding your money in one of the following ways.

A **non-statutory trust client bank account** that allows us to use the money held in trust on behalf of one customer to pay another customers premium before we receive it from that customer and to pay premium refunds or claims before we receive payment from Insurance Companies. This is a standard practice within the Insurance Industry and we cannot use your money for any other purpose. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance, unless, in the case of consumer transactions we receive more than £20 per transaction, and then we will ask for your permission to retain the interest. Unless you tell us otherwise, you are consenting to us holding your money in this way.

By holding your money in this way, means that in the event that this firm becomes insolvent your money remains protected.

In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

Claims

We will administer your claim fairly and promptly. You must notify us as soon as possible of any claim you have or of any circumstance that might give rise to a claim from you. (Most insurance policies require prompt notification of claims or claim circumstances or occurrences as a condition of the cover and some may specify a time period or format for notification.)

If in relation to a particular claim, an insurer declines cover, delays settlement or becomes insolvent, we will inform you and seek instructions. We will not accept liability for any unpaid amounts due from insurers.

We will remit claims payments to you as soon as possible after they have been received on your behalf.

We reserve the right to charge a reasonable fee for our services if you cease to be our client but wish us to handle claims on your behalf and we agree to do so.

Conflicts of Interest

Occasions can arise where we, or one of our other customers, will have some form of interest in business, which we are transacting for you. If this happens, or we become aware that our interest or those of one of our customers conflicts with your interests, we will inform you and obtain your consent before we carry out your instructions.

Duty of Care and Confidentiality

The information that you provide to us will be treated as private and confidential in strict accordance with the Data Protection Act 1998 (DPA), even when you are no longer a customer. Personal data will not usually be disclosed to third parties, unless such disclosure is required by law, requested by an authorised governing body or is necessary in order to provide our services.

Under the DPA, you have a right to a copy of any personally identifiable information about you that we hold in our records, you can obtain details by writing to us at the usual address.

We will, in addition use information for marketing similar products or services by us and carefully selected companies. Contact may include SMS text, post, telephone or e-mail. **If you do not want us to use your information in this way, please let us know.**

Alan & Thomas Insurance Group record telephone calls for training, quality control and dispute resolution purposes.

Financial Sanctions

We will use information about you and that of others named on the policy to ensure compliance with financial sanctions in effect in the UK and internationally. This will include the checking of your information against the HM Treasury list of financial sanctions targets as well as other publicly available sanctions lists. Your information and that of others named on the policy may be shared with HM Treasury and other international regulators where appropriate. You may also be contacted in order to provide further details in order to ensure compliance with Financial Sanctions requirements

Market Security

We will provide you with details of insurers we are recommending or using to insure your risk. While we cannot guarantee the solvency of any insurer, underwriter or wholesaler or its ability to meet policyholder obligations, we do use our reasonable endeavours to protect the interests of our clients by reviewing and monitoring the suitability of all insurers we use.

Liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent. An insolvent insurer may also be unable to meet a proportion of all or any claims made.

We use both UK and overseas insurers to obtain the best cover terms available for our clients. It should be noted that a different legal and regulatory regime may apply for non-UK insurers so your ability to enforce your legal rights or seek compensation may vary.

However, the final decision on the suitability of an insurer does rest with you. If you have any concerns about the insurers we are using to provide cover, please contact us immediately.

Responsibility for Cover

It is your responsibility to read all documentation upon receipt and raise any query you might have regarding it. You are reminded that it is your personal responsibility, under the Road Traffic Act, to ensure before using or permitting the use of a vehicle on the public highway, that you are in possession of a current valid Cover Note or Certificate of Insurance.

Termination of this agreement

This agreement may be terminated by either one of us giving 14 days' notice in writing to the other. If our services are terminated by you, we reserve the right to retain any fees or brokerage received or to claim any that may still be outstanding.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

Rights of Third Parties

No provision of these Terms of Business will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than you or us.

Governing Law and Jurisdiction

Alan & Thomas Insurance Group under-takes its activities as an insurance intermediary in accordance with the laws of England and Wales.

Any disputes will be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Please contact us immediately if there is anything in these terms of business that you do not understand or with which you disagree. If you have any questions, please advise your usual contact in the first instance who will be pleased to assist you.

Financial Services Compensation Scheme (FSCS)

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and www.fscs.org.uk.

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent

The FSCS does not cover re-insurance or marine, aviation, transport business and credit insurance.

What to do if you wish to complain

Alan & Thomas Insurance Group is committed to providing customers with a professional service at all times. We strive to continually seek ways of improving our procedures and constantly review our service standards to ensure that we achieve this objective. We regard complaints as a very sensitive area and a key measure of our customer satisfaction. Should you have any complaints about the service provided, please contact our Compliance Officer in writing or by telephone at:

Alan & Thomas Insurance Group
314-316 Bournemouth Road
POOLE
BH14 9AP
Tel: 01202 754900

If we are unable to resolve the issue to your satisfaction by the end of 3 business days, we will formally investigate the matter. You will receive an acknowledgement together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response no later than 8 weeks.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. www.financial-ombudsman.org.uk

A full copy of our complaints procedure is available on request.