



**This is our standard Terms of Business agreement. Some of the terms may not be applicable to internet sales.**

**About Coversure Insurance Services**

We are a nationwide group of Independent Intermediaries. Each Coversure office is operated under a franchise agreement and is owned by a franchise holder who will meet you at their local office to answer any of your questions. We are authorised and regulated (directly or indirectly) by the Financial Conduct Authority (FCA).

**Services We Provide**

Our service is described more fully in our Initial Disclosure Document (Key Facts about our Insurance Services) and includes advising and making a recommendation on your insurance needs (with the exception of internet sales where no advice is given); arranging cover with Insurers in accordance with your requirements and helping you with ongoing changes. We act as your agent (except to the extent that Insurers have given us permission to incept cover and issue documents on their behalf) and can offer a wide range of Insurance products from leading Insurers in the market place. We may, if appropriate for your needs, place your insurance via Policyfast Limited which is a wholesale insurance intermediary wholly owned by the parent company of Coversure Insurance Services Ltd.

We will also assist you with any claim you may incur and in order to provide a full "one-stop" service, we require customers taking out Motor Vehicle insurance to also pay an additional charge for our claims service – Coversure Claimsline (details are provided in a separate leaflet). A supplementary motor legal expenses policy is included free of charge. This will give you access not only to our exclusive Claimsline service but also to legal representation for pursuing losses which may not be covered by your policy. The cost of the Coversure Claimsline service will be included in the price quoted to you for the Motor Vehicle insurance and shown separately in your documentation. By purchasing motor insurance from us, you authorise Coversure and its agents to take all necessary actions to handle your claim including dealing with your insurers, third parties and their insurers and other service suppliers on your behalf

**Completion of Proposal Forms/Statements of Insurance**

You have a legal obligation to provide us with accurate information when taking out, amending or renewing your insurance policy. You must also advise us of any changes in your circumstances during the period of cover and at renewal. For example you may move house or change your car. Some changes may reduce your premiums.

The extent of your legal obligation depends on your status – Individual, Company, Partnership, etc – and the type of Insurance. For Private Individuals taking out insurance which is not mainly business related you have an obligation to accurately and honestly answer the questions which we ask you taking care not to make a misrepresentation. All other customers have an obligation to make a fair presentation of the risk, answering any questions which we ask you accurately and honestly and volunteering any other material information not covered by our specific questions.

Fuller details of these legal requirements are set out later in in this document. Failure to meet the requirements may result in your policy being cancelled or treated as if it never existed or your claim rejected or not fully paid.

**Complaints**

If you have any cause for complaint please initially contact the manager at this office at the address shown at the foot of this document.

We will acknowledge your complaint promptly in writing and do our best to resolve the problem quickly, keeping you informed of progress and the measures being taken. In the unlikely event that we have not resolved the complaint within 8 weeks we will write again to explain the reasons and advise when we expect to be able to do so. We will also provide you with information about the Financial Ombudsman Service. For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

A full version of our Complaints Handling procedures is available on request.

Should you experience problems in progressing a complaint you may also, if appropriate, contact our Franchisor, Coversure Insurance Services Ltd. Contact details can be found on [www.coversure.co.uk](http://www.coversure.co.uk). Under FCA regulations they will not be able to deal directly with your complaint but will endeavour to facilitate a satisfactory outcome. If this proves not to be possible, the formal complaint procedures as outlined above will be followed.

**Administration Charges**

In addition to the premiums charged by Insurers we normally make charges to cover the administration of your insurance.

Any charges for New Business or Renewals will be advised to you in advance and confirmed in writing in our Statement of Price.

Our normal charges for other transactions are:

Mid term adjustments / Cancellations	Up to £1000
Duplicate certificates	£15
Green cards	-
Credit Card payments	3%
Dealing with bounced cheques and other overdue payments	£10

Any likely variation from these charges will be advised to you when you take out or renew your insurance.

If you cancel a policy mid-term we may also make a charge equal to the amount lost to us in commissions reclaimed by insurers. This will also apply to mid term adjustments which result in a premium refund. If you cancel a policy within a 14 day "cooling-off" period we may make a charge of up to £50 sufficient to cover our reasonable costs.

It is not our practice to make refunds of amounts less than £10.

**Commission**

We are usually remunerated by commission from the Insurance and / or premium finance (if applicable) providers. You are entitled to ask for details of such commissions and we will be pleased to provide this information on request.

**Instalment Plans**

We offer various long term instalment plans (re-payable over 9 – 12 months) via Insurers and/or Close Brothers Premium Finance. In these circumstances the charges and other details will be advised to you separately in accordance with the Consumer Credit Act regulations.

In arranging third party premium financing we act as a credit broker and not a lender.

Shorter term instalment arrangements may also be available. Please enquire for details.

**N.B.** It is a term of any Instalment arrangement that you authorise us as your agent to instruct the Insurers to cancel your insurance if any payment under those arrangements is in arrears and not paid on time.

**Holding of Monies**

Any payments that we receive from you or which need to be refunded to you, will be held for your protection, by Coversure Insurance Services Ltd, in a statutory or non-statutory trust client bank account in accordance with FCA rules. A non-statutory trust account allows Coversure to extend credit to other clients. Any interest earned on this money will be retained by Coversure but is expected to be minimal. Coversure may transfer money to another person such as another broker for the purposes of effecting a transaction on your behalf through that person.

**Telephone call recording**

For mutual protection and for training, compliance and security purposes, all of our telephone calls may be recorded.





## DATA PROTECTION NOTICE

Please read this notice as it explains the purposes for which we will use your personal data. It also explains the extent to which we may share this data with other parties and the checks which we may need to carry out in the process of providing you with our services.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and that we may use their personal data in the same way as your own as set out in this notice.

### Your Personal Data

We recognise our responsibility to treat the information we obtain about you with care. We will use personal information about you to:-

- Provide you with a quote from Insurers
- Administer your policy if you buy one through us.

Some of the personal information we ask you to provide may be sensitive as defined in the Data Protection Act 1998. For example, you may have to give us information about medical history, criminal convictions or driving offences. If you take out an Insurance policy through us we will treat you as having given consent for us to use any sensitive personal data in connection with the administration of your policy.

We will hold and process your personal data for insurance, administration and marketing purposes. As part of the above process, the information which you provide may be shared with Insurers and other Insurance Providers and carefully selected third parties.

If you take out a policy, the Insurers' documentation will explain their own Data Protection policies.

### Marketing

Coversure like to keep you up to date about products and services and those of other companies that might be of interest to you. However, if you do not wish your information to be used for these purposes please inform us immediately.

### Fraud prevention and detection

To prevent and detect fraud we may at any time:-

1. Share information about you with other organisations and public bodies including the Police.
2. Check and/or file your details with fraud prevention agencies and databases. We and other organisations may also search these agencies and databases to help make decisions about the provision and administration of your insurance.
3. Undertake credit searches and additional fraud searches

We can supply on request further details of the databases which we use including:-

- a) Claims and Underwriting Exchange Register

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) to help check claims information provided and also to prevent fraudulent claims. Under the conditions of a policy you must tell the Insurer about any incidents which may give rise to a claim and these details will be added to the Register.

- b) Motor Insurance Database

Insurers will add Motor policy details to the Motor Insurance Database (MID) which is used by the Police and other authorities, amongst others, to establish whether valid insurance is in force.

- c) Driver and Vehicle Licensing Agency (DVLA)

Insurers may use your driving licence number to confirm with the DVLA your licence status, entitlement and relevant restriction information and

endorsement/conviction data. Searches may be carried out prior to inception and throughout the duration of your policy. This should not show a footprint against your licence.

### Credit Search Consent

To make sure you get the best price and terms for your Insurance, we will use the widest possible range of Insurers available to us including some who now carry out searches of their own to protect customers from fraud and to verify identity. They do this using 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 you take out or renew a policy with them.

As well as these searches, some Insurers may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not you take out or renew a policy with them.

By accepting our Terms of Business you consent to our using these Insurers when providing you with a quotation for new business or for renewal of an existing policy.

### Your Rights

Following payment of a £10 fee you are entitled to request a copy of the personal information we hold about you. If you have any questions or would like to find out more about this notice, please contact your Coversure office or write to The Data Protection Officer, Coversure Insurance Services Ltd, Coversure House, Vantage Park, Washingley Road, Huntingdon, Cambridgeshire, PE29 6SR.

## CUSTOMER DISCLOSURE OBLIGATIONS

All customers have a legal obligation when taking out, amending or renewing insurance to provide accurate and truthful information. This is to assist Insurers to accurately assess the risk and the premium to be charged. As your broker we will guide and assist you in providing this information but need to remind you of your legal obligations. These vary depending on the types of contract which fall into two categories:-

### *Consumer contracts*

These are policies taken out by private individuals (i.e. not companies or partnerships) for purposes which are not wholly or mainly related to their business, trade or occupation. In other words Personal Insurances such as House, Private Car, Travel, Caravan, etc.

### *Non-Consumer contracts*

Any other insurance contracts. These will typically be Business insurances such as Commercial Vehicle, Taxi, Motor Trade, Motor Fleet, Shops/Offices, Public/Employers Liability, Property Owners, etc.

### Consumer Contracts

The law in relation to these contracts is the Consumer Insurance Act (2012) which came into force on the 6<sup>th</sup> April 2013. Under this statute you have a duty to take reasonable care not to make a misrepresentation to the Insurer.

In practice this means that you must answer the Insurer's questions (which we will normally ask on their behalf) honestly, carefully, fully and accurately. You do not though have an obligation to volunteer information where a question has not been asked.

In the event of a misrepresentation the Insurer has various remedies depending on the nature of the misrepresentation. If it is honest and reasonable the Insurer has no remedy and must pay any legitimate claims. If it is careless and you ought to have known the information and failed to disclose it, the Insurer has remedies based on what they would have done had the question been answered accurately and completely. This could include voiding the policy from inception but it more likely to involve reducing claims proportionately or retrospectively applying policy terms including additional premiums. If it is deliberate and reckless the Insurer may treat the policy as if it does not exist and decline all claims.





### **Non-Consumer Contracts**

The law in relation to these contracts is the Insurance Act (2015) which came into force on the 12<sup>th</sup> August 2016. Under this statute you have a duty to make a fair presentation of the risk to the Insurer.

In practice this means that you must answer the Insurer's questions (which we will normally ask on their behalf) honestly, carefully, fully and accurately. In addition you should disclose any other material circumstances not covered by the Insurer's questions.

Material circumstances are those which would influence the judgement of the Insurer in deciding whether to accept the risk and if so on what terms. A fair presentation includes every material circumstance which you know or ought to know. Or, failing this, providing sufficient information to put the Insurer on notice that they need to make further enquiries of you.

In identifying the material circumstances which you need to disclose, you are expected to make a reasonable search of the information available within your business. This includes information known to your senior management (if applicable) and any others involved in buying the insurance. You are not required to disclose information already held by or known to the Insurer or which they would reasonably be expected to know.

The information you provide is expected to be reasonably clear and accessible to the Insurer. Representations of facts should be substantially correct and statements of belief should be made in good faith.

In the event that you do not make a fair presentation of the risk, the Insurer has various options under the Act which will usually be exercised at the time of any claim.

#### *1. Deliberate or reckless failures*

The insurer will be able to avoid the contract, refuse all claims and keep any premiums

#### *2. Not deliberate or reckless failures*

The Insurer has a proportionate remedy. If they would have imposed different terms, the policy can be treated as including such terms. If they would have charged a higher premium, the Insurer can proportionately reduce the amount it pays on a claim. If they would not have accepted the risk they can void the contract but must return any premiums.

In both cases the Insurer has to prove that, had they received a fair presentation of the risk, they would not have entered into the contract or would have done so on different terms.

