

# Ashby Wray Insurance Services Terms of Business

## **Introduction**

Please read this document carefully as it sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree.

## **About Us**

Ashby Wray Insurance Services, Kenant Chambers, 2 Bath Avenue, Wolverhampton, WV1 4EQA is a trading name of Think Insurance Services Limited. Our head office is Suite 1, 26 Newhall Street, Walsall, West Midlands, WS1 3DZ. We are authorised by the Financial Conduct Authority (FCA), our Financial Services Register number is 499053. This can be checked on the Financial Services Register by visiting the website [www.fca.gov.uk](http://www.fca.gov.uk), or by contacting the FCA on 0800 111 6768. Think Insurance Services Limited is an independent intermediary / credit broker. We are permitted to arrange, advise on, deal as an agent of insurers, help with ongoing changes, introduce to an insurer / premium finance provider(s) and arrange lending facilities, collect and administrate debts in respect of general insurance policies on behalf of our clients.

## **Your Responsibilities**

### **CONSUMERS – Information We Need To Know**

You must take reasonable care not to make any misrepresentation when taking out an insurance policy. This means that if you deliberately withhold any information requested or answer any questions dishonestly, it could mean that part of or all of a claim may not be paid or your policy may be cancelled. You must notify us as soon as possible of any changes to the information you have provided. 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 Policy Schedule. If any of the information provided by you changes after you purchase or renew your policy, 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 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.

### **COMMERCIAL CUSTOMERS - Duty Of Disclosure Obligations**

Your attention is drawn to the accompanying Duty of Disclosure and Fair Presentation document which sets out a number of your obligations. In addition, the below sets out further obligations which apply to all services that we provide to you when arranging your insurance cover. You shall provide us with all relevant information in relation to your business to enable us to provide our services. Such information must be provided in a format which allows us to provide a clear presentation to insurers. We can rely on any information provided to us by you and/or your previous insurance broker.

## **Our Charges**

We reserve the right, at our discretion, to make an administration charge. Where we arrange cover which is subject to no commission or a low commission payment from insurers, we will charge an arrangement fee. We will always advise you of the actual amount when we are providing you with a new or renewal quotation. Here is a guide to the charges that may apply:

All New Business & Renewal Policy Fees	30% of the insurance premium
Mid Term Policy Adjustments (change of address, vehicle etc)	£100.00 or 30% of the insurance premium (minimum charge of £25 applicable)
MID Updates (Motor Trade Road Risk Policies)	No charge
Broker Set Up Charge (Instalment Policies) – Personal Lines	£75.00 for New Business / £45.00 for Renewals
Broker Set Up Charge (Instalment Policies) – Motor Trade	£75.00 for New Business / £75.00 for Renewals
Instalment Default	£45.00
Setting Up A Replacement / New Direct Debit	£15.00
Changing Bank Details	£15.00

Debit Card Arrangement	No charge
Credit Card Arrangement	No charge
Cancellation	£100.00
Data Subject Access Request	£0.00 (Terms & Conditions Apply)

These fees are non-refundable and may be subject to change. Where this is the case, you will always be advised of the actual fee in writing and before you make your decision to purchase from us.

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 associated business partners for business we place with them. Please feel free to ask us for any further information.

You are entitled at any time to request information regarding any commissions which we may have received as a result of placing your insurance or arranging a monthly instalment plan.

### **Product Range**

We have access to leading insurers and often we select your insurance product from a wide range of insurers, however there are times when we use a select panel of insurers/finance providers (please ask if you would like a list of these insurers) or even a single insurer/finance provider. We will always advise you of our selection range prior to you committing to purchase an insurance policy. At our discretion, we offer clients the facility to pay by instalments. We will always advise you of our selection range prior to you committing to purchase an insurance policy or take out a finance plan.

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.

### **Advised / Non Advised Sales**

Upon assessment of your requirements, we will make a recommendation for a particular insurance product. Our advice will be confirmed in a Demands and Needs statement which will clearly state the reason for our recommendation. In some circumstances, such as renewing your insurance cover with your existing insurers or where we may simply provide you with information on a product, we will make this clear to you in our documentation.

### **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.

### **Protecting Your Money**

Client money (insurance premium) is kept separately from our own money in an insurer trust account as per risk transfer regulations. This means that once your monies are received by ourselves it is treated as being received by the insurers. We will hold this money in line with agency agreements that we have in place with our insurers. Any interest earned on the account will be retained by us.

### **Payment Options**

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 or by bank transfer (for deposits or payments in full only). It is sometimes possible to spread payments through an insurer's instalment scheme or a credit facility that we have arranged with our preferred finance provider (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.

Clients who have previously defaulted on instalments may not be offered this facility again. Insurers and finance companies apply their own charges for payment defaults and these will be advised to you when the agreement is set up. We will charge £45.00 for processing payments of missed or defaulted instalments. Please note that cover will cease if you fail to keep up payments under a credit agreement. If we are asked to cancel the policy by a third-party premium finance provider, we will undertake this action however we will be acting as your agent in the process.

### **Cancellation Of Policy – Retail Clients**

**First 14 Days:** You may cancel your policy within 14 days of inception and only be charged pro rata or minimum charge from the insurer. This will only be applied where the Certificate/Cover Note of Insurance has been

returned in this timeframe and there has not been a claim. You will be entitled to a refund of premium less our administration charge and a charge by your insurer if applicable for the time your insurance cover was in place.

**After 14 Days:** After the 14 day period, the cancellation rate charges will revert to the insurers stated levels. If there has been a claim there may be no return premium and the full amount will be outstanding. If this is not paid we will pass your details onto a debt collection agency. You may cancel your policy by written request to Think Insurance Services Limited Administration Department at the above address along with your current proof of cover i.e. insurance certificate. We reserve the right to cancel your policy if you do not comply with your material obligations. In this instance you will be issued with a 7 day recorded delivery cancellation letter. You will be entitled to a refund of premium less our original commission, administration charges and a charge by your insurer if applicable for the time your insurance cover was in place.

**Please contact us in writing or by e-mail should you want to exercise your right to cancel.**

#### **Cancellation Of Policy – Commercial Clients**

The 14 day cooling off period does not apply to some Commercial products. Any right of cancellation will be detailed in your policy. Where cancellation is permitted, the fees and charges noted in the box above will apply and our original commission and administration fees retained. Please be aware that cancelling your Direct Debit does not cancel your insurance policy. For some insurance contracts, insurers will not provide refunds for mid-term cancellation of cover. We will advise you of this if it affects you.

**Please contact us in writing or by e-mail should you want to exercise your right to cancel.**

#### **Minimum And Deposit Arrangements**

Please note that your commercial insurance policy may be subject to a Minimum & Deposit premium. In this case there is no refund in the event of cancellation and you will be liable for 100% of the premium even if you are paying instalments. You will be notified from the outset if your policy is subject to this condition.

#### **Refund Procedures (outside of cancellation rights or a mid-term adjustment resulting in a refund)**

Where you cancel your personal insurance outside of the 14 day cancellation period or where you cancel your commercial policy at any time or make a mid-term adjustment, we reserve the right to charge for our time in providing you with advice and for the administration costs involved. This results in us retaining our original commission and fees. The timescale for any refund is dependent on the insurer returning the premium to us which can take up to 30 days. Refunds of less than £25 will be retained by us due to the administrative cost of returning these. For some insurance contracts, insurers will not provide refunds for mid-term cancellation of cover. We will advise you of this if it affects you.

#### **How To Make A Claim (Motor)**

Please call our claims line on 0800 049 8179 or refer to your insurance claims brochure included within your welcome letter for claims procedure details. If you need further help, please call us on 01922 619 640 (**Mon-Fri:** 9am-5:30pm, **Sat:** 9am-2pm) and we will be happy to assist you. Please do not acknowledge any correspondence you may receive from another party in the event of a claim.

#### **How To Make A Claim (Non-Motor)**

Please refer to your policy documents along with your welcome letter which will provide you with the correct claims telephone contact details. If you need further help, please call us on 01922 619 640 (**Mon-Fri:** 9am-5:30pm, **Sat:** 9am-2pm) and we will be happy to assist you. Please do not acknowledge any correspondence you may receive from another party in the event of a claim.

Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them by either contacting your insurer or ourselves. 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. If you require any assistance regarding a claim or incident, please do not hesitate to contact us.

#### **Conflicts 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.

#### **Complaints**

We aim to provide a high level of customer 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 if you wish to make a complaint please get in touch by using any of the following methods: either in person, in writing (including your name and full address) by telephone or email to the Complaints Department at the above address, email to [complaints@think-ins.co.uk](mailto:complaints@think-ins.co.uk) or telephone us on 01922 619 640. If a complaint is received we will endeavour to resolve your complaint by close of business on the third business day following receipt of your complaint. 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 Customer Complaints Procedure which is available on request. We will write to a complainant and provide a copy of our complaints procedure within five working days on receipt of a complaint. If you are unable to resolve your complaint with us, you may be able to refer your complaint to the Financial Ombudsman Service. Further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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 eight weeks of receiving your complaint, you may be eligible to **refer the matter to the Financial Ombudsman Service (FOS) free of charge.**

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

- Calling their consumer helpline on 0800 0234 567 (free on mobile phones and landlines) or 0300 123 9123 (cost no more than calls to numbers starting 01 or 02)
- Writing to them at Exchange Tower, London E14 9SR
- Emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- FOS website: <http://www.fos.org.uk/>

### **Confidentiality Of Information**

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. By accessing our sites and using our services, you consent to any such transfer of information to a third party. Where you have given consent we may use the data we hold about you to provide you with a renewal quotation and information about products and services we consider may be appropriate. To enable us to protect your personal data, we will always require you to confirm data protection security information on all inbound and outbound communications with us.

### **Our Retention Of Your Personal Information**

By using our services, you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it is collected. We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. This regulatory requirement period is for six years as set by the financial conduct authority – [www.fca.org.uk](http://www.fca.org.uk).

Under the General Data Protection Regulations 2018 and UK Data Protection Act 2018 you 'data subject' have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the General Data Protection Regulations please refer to the Information Commissioners Office – [www.ico.org.uk](http://www.ico.org.uk).

Third parties are also able to make the request on behalf of the 'data subject', and this is normally a solicitor acting on behalf of a client or an individual the data subject wants to act for them. Where it is a third party making the request we will need confirmation from the 'data subject' that the third party has permission to act on their behalf and request the information. It is the third parties' responsibility to provide us with this confirmation which is normally a written authority from the data subject for the third party to make the request or a power of attorney.

We will not release any information to a third party without being satisfied that they have permission to make such a request on behalf of the data subject. When we receive the written data subject access request we have one calendar month in which to provide the personal information. Please contact us if you require any further information.

### **Fraud Prevention**

We take a number of steps to help in the fight against fraud. These steps vary depending on each insurance company's requirements. These can include asking you to provide us with a copy of the front and back of the photo card driving licence and driving records for all drivers named on the policy, a copy of the vehicle registration (V5), proof of no claims discount, proof of trading for commercial customers or a utility bill to confirm your address and identity. Failure to do so within the timescale advised will result in your policy being cancelled and cancellation charges (noted above) being incurred. Documents can be posted to the above address, emailed

to [docs@think-ins.co.uk](mailto:docs@think-ins.co.uk) or faxed to 01922 325 157. **Please Note:** If your photo card driving licence is registered at an incorrect address or has expired, and you have sent this off to be renewed, we will need you to provide a copy of this licence along with a receipt from either the Post Office or DVLA. To obtain your driving record you must now go online at [www.viewdrivingrecord.service.gov.uk/driving-record/licence-number](http://www.viewdrivingrecord.service.gov.uk/driving-record/licence-number)) using your driving licence number (DLN), national insurance number and the postcode shown on your current licence. From here it is also possible to save or print these details. (For customers in Northern Ireland this does not apply and you must send the counterpart).

You can also use the View Driving Licence service to allow you to share your driving licence with us by requesting a Share My Licence code from the above service and supplying this along with the last 8 digits of your Driving Licence Number, either as a standalone code or by saving / printing a Share My Licence PDF copy of your licence details which contain these pieces of information. As part of generating this code you consent to us accessing your details. This share licence code is a one-time use access code that is valid for 21 days from generation and you must supply this code along with the last 8 digits of your driving licence number for us to be able to access your details.

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

We do not guarantee the solvency of any insurer we place business with. 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 scheme if we are unable to meet our obligations. This will depend on the type of business and the circumstances of your claim. Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further information regarding the compensation scheme is available from [www.fscs.org.uk](http://www.fscs.org.uk).

### **Termination of Agreement**

Our agreement may be terminated by either one of us 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.

### **Law and Jurisdiction**

These terms of business are governed 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.

### **Bribery and Corruption**

Our company culture and ethics mean that we do not bribe or use any 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.