

## TERMS OF BUSINESS BETWEEN ALTERNATIVE INSURANCE BROKERS AND THE POLICYHOLDER

### Terms and Conditions

These terms will apply to your use of our telephone services, whether or not you choose to take out insurance cover, and access to our website demonstrates your agreement to these terms. Please read these terms carefully – particularly if you choose to take out insurance cover with us. These terms are subject to change at any time, and we will display only the current version on our website.

### The Financial Conduct Authority

Alternative Insurance Brokers is a trading name of Alternative Propositions Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA) under registered number 602443. Our permitted business is advising, arranging, and dealing as an agent of insurers and clients, assisting in the administration and performance of general insurance contracts and credit broking. You may check this on the Financial Services Register by visiting the FCA website, [www.FCA.gov.uk/register](http://www.FCA.gov.uk/register) or by contacting the FCA on 0800 111 6768

### Our Service

Our services include advising you on your insurance needs; arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. We will advise and make recommendations for you after we have assessed your needs. We act on your behalf in selecting an appropriate policy to meet your needs and in assisting you with claims matters. We may act on your behalf, or on behalf of the insurer, in arranging your cover. We act as intermediary in arranging your cover or premium finance with providers. If a policy is purchased on-line this will be deemed as a non-advised sale. If you conclude the contract by calling ourselves or conducting a quotation via the phone this will be completed as an advised sale. We will also advise on the premium finance options available to you and arrange this for you if needed.

### Charges for Our Services

We normally receive commission (being a percentage of your premium or finance charge) from the insurers or product providers with whom we deal and will make charges payable by you of the following amounts for the ongoing administration of your insurance.

Schedule of Fees	
Policy Arrangement Fee	40% of the insurer's premium
Permanent Adjustment to Policy	£50.00
Temporary Adjustment	£50.00
Renewal Administration Fee	40% of the insurer's premium
Duplicate Certificate of Motor Insurance	£25.00
Cancellation Charge with the first 14 days	See Cancellation Of Policy Below
Cancellation Charge after the first 14 days	See Cancellation Of Policy Below
Unpaid Cheque	£25.00
Represented DDM	£30.00

When your policy is arranged you will be informed of the total price to be paid, including any fees, taxes, and charges separately from the premium, before your insurance arrangements are concluded. This will also be displayed within your welcome documentation.

### Cancellation of Policy

Once we have arranged your insurance cover and have processed your policy documentation you have a statutory right to cancel this insurance within an initial period of 14 days. Please refer to your policy summary or your policy document for further details. If you cancel within the initial period, you will receive a pro rata refund of premium from the insurer minus any fee charged by the insurer. After the initial 14 day period, we will apply a £50 charge and deduct 15% of the premium from the refund to you. We will also keep £50, which reflects our administration costs for arranging and cancelling the insurance. Be aware that cancellation refunds outside of the initial period are not given after a claim and note that some insurers charge cancelled policies on a short period scale, resulting in a disproportionately greater charge for the period of insurance, and refunds being lower than clients' expectations. If this policy has been purchased in connection with an impounded vehicle short term insurance, no part of any payment made is refundable in any circumstances. Please note that we are unable to backdate cancellations.

If your policy contains any additional covers then these and our commission will be excluded from any refund calculations.

Your premium is periodically forwarded to the insurer and once this process has occurred, in the event of a refund we will request payment from the insurer. As a result, refunds cannot be issued until the insurer has released the funds. This process usually takes up to 30 days. You are always advised to discuss your options with us prior to deciding upon cancellation of your policy.

### **Instalment Terms**

Alternative outsource all instalments paid over ten months to third party providers. This is in order to assist our policyholders' in spreading their premiums over the maximum duration that is available and to conform to The Financial Conduct Authority solvency requirements.

By agreeing to pay over monthly instalments you will be entering into a finance agreement with Close Brothers Ltd, trading as Close Premium Finance to pay your insurance premiums. The cost of the finance will include the insurance premium, the interest at the agreed rate and may also include administration fees. These are illustrated within the welcome pack that will be sent to you. It is very important that you read the pre-contractual information included within the welcome pack and take time to consider all the information carefully. It contains details of the cost of the finance, the payments that you will need to make, the dates on which these will be due as well as the terms and conditions of the finance agreement itself, which is Close Brothers legal contract with you. This information will enable you to make an informed decision about whether or not this finance agreement is the right product for you. Should you default on your agreement then a default fee will be applied when collecting the arrears. In the event of the agreement arrears not being cleared by a specific date, which will be advised to you, Close Brothers may terminate your agreement and enforce any security given by you under the terms of the agreement. This could result in the cancellation of your finance agreement, your insurance policy or both. You will be liable to pay all sums owing to Close Brothers as well as any charges that Close Brothers may impose upon you. This may also affect your credit rating. You have the right to withdraw from the finance agreement Close Brothers is offering you within 15 days commencing from the day you receive the Welcome Pack. There will be no charge for withdrawal from the finance agreement within the defined time and any money we have collected in respect of the finance agreement will be refunded, If you do withdraw from the finance agreement then you must find an alternative method of payment for your insurance premium. You can repay the finance at any time, either in full or partial repayment. Where partial repayment is made, you must continue to meet the remaining minimum monthly repayments. You can obtain further information by contacting Close Brothers on 0870 990 7967 or by writing to Close Brothers at Close Premium Finance, 21<sup>st</sup> Floor, Tolworth Tower, Ewell Road, Surbiton, KT6 7EL. In the event of an instalment becoming overdue, or payment being declined from your card, you agree that such a default shall be construed as an instruction for Alternative to start policy cancellation procedures. In the event of an accident, claim or incident under my policy the balance for the total amount payable shall become due immediately on demand. You authorise Alternative to deduct any refund received from the underwriters from your outstanding balance and you understand that any shortfall following cancellation is your responsibility. If this shortfall is not cleared No Claims Bonus may be withheld until this has been paid in full.

## **Claims Procedure**

If your vehicle is involved in an incident, or you wish to discuss or make a claim, please call our claims service on 0800 031 4955. If your claim relates to a non-motor product, please call 0161 495 6000.

## **Your Responsibilities**

You confirm that you have the permission of all named drivers on the policy to provide us with their personal information such as name, address, occupation and information about health, criminal convictions or claims history.

Your insurance is based upon the information provided to the insurance company. Failure to comply with the following disclosure requirements could invalidate your insurance cover and mean that a claim may not be paid. Unless otherwise indicated by the specific insurer underwriting your particular policy, the following circumstances apply:

For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business, or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers.

All other customers must present the risk (i.e., the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before arranging or renewing your insurance policy, and throughout the policy period, anything that might influence the judgement of an insurer in fixing the premium, setting the terms, or determining whether they would take the risk. 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 (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 or is formally in a management role). You must also consult with anyone who has particular knowledge about the risk to be insured.

You understand that this contract unless otherwise stated will be subject to English Law. You agree to cooperate with us in supplying information and documentation that you require promptly i.e., within four weeks. Failure to do so may result in cover being withdrawn. You accept responsibility to ensure that you hold a current cover note or certificate of insurance. By accepting these terms, you are giving your consent for us to operate for you in this way.

## **Complaints Procedure**

Our aim is to provide you with a high level of service at all times. However, if something has gone wrong and you wish to make a complaint, please call us on 0161 495 6000 or write or email ([docs@alternativeinsurancebrokers.co.uk](mailto:docs@alternativeinsurancebrokers.co.uk)) to our Customer Care Manager at Suite 9B, St Christopher House, 217 Wellington Road South, Heaviley, Stockport SK2 6NG.

For Insurance complaints:

If you remain dissatisfied with our response, you may refer your complaint to the Financial Ombudsman Service (FOS) and must do so within six months to be eligible. The FOS can be contacted by telephone on 0300 123 9 123 and further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

For Data Protection complaints

If you are not satisfied with our response you can complain to the Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

See <https://ico.org.uk/make-a-complaint/>

### **Compensation Arrangements**

We are covered by the Financial Services Compensation Scheme. 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. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

### **Protecting your Personal Data (data)**

You should show these notes to anyone insured to drive the vehicle covered under this policy. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

We are the Data Controller for the data you provide to us. We need to use your data in order to arrange your insurance and associated products and for marketing purposes (please let us know if you would prefer not to receive marketing information from us). You are obliged to provide information without which we will be unable to provide a service to you. We may pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators. We process all data in the UK, but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third party, or deleted (subject to our need to hold data for legal reasons).

Insurers pass information to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd, the Hunter Database, run by MCL Software Ltd., and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). We, and your insurer, may search these registers as this helps us to check information provided and to prevent fraudulent claims. We may also undertake credit searches and additional fraud searches. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the Driver and Vehicle Licensing Agency (DVLA) and Driver and Vehicle Licensing Northern Ireland (DVLNI) for the purpose of Electronic Vehicle Licensing and by the Police to help clarify the driver's use of a motor insurance policy and/or for preventing and detecting crime. 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 to obtain relevant policy information. Persons pursuing a claim in respect of a road traffic accident may also obtain relevant information which is held on the MID. You can find out more about this at [www.miic.org.uk](http://www.miic.org.uk) on the internet.

Your information may also be used for customer services, marketing (including customer profiling), offering renewals, research and statistical purposes, and crime prevention. We may share your information with our agents or service providers and with third parties with whom we have a business relationship, for the purposes described above.

### **Data Validation**

We will validate name, address and other personal information supplied by you against appropriate third-party databases. To make sure you get the best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including a credit referencing agency and other organisations. Our search will appear on your credit report whether or not your application proceeds. As well as these searches insurance companies 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 your applications proceed. By agreeing to the terms and conditions you agree to these uses of your information.

### **Protecting Your Money**

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurer, in which case your insurance is treated as being paid for. We may need to transfer your money to another intermediary in some cases. However, your money will be protected at all times because of our requirements under the FCA rules. We also reserve the right to retain interest earned on this account.

### **Solvency**

We do not guarantee the solvency of any insurer we place business with. We do not accept liability for any losses you may incur arising directly or indirectly from the financial failure or insolvency of any insurer. You may have a liability for the premium, whether in full or pro-rata where a participating insurer becomes insolvent

### **Quotations**

Any quotation is only valid for the day on which you supplied information and upon which the quotation has been calculated.

### **Force Majeure**

We shall not be held liable for any breach of our terms of business or any failure to provide, or any delay in providing our services through our website that is a result of any event or circumstance that is beyond our reasonable control. This includes industrial action or strike of workforce; Landlord disputes; lockouts from trading premises or any other industrial dispute; Breakdown of systems or network access; Fire; Explosion; Flood or Natural disaster; Accident; Insurrection and War. Please note that this list is not exhaustive.