

# Bollington Insurance Brokers Ltd – Terms of Business

## About us

We are an independent insurance broker authorised & regulated by the Financial Conduct Authority (FCA). We are authorised to sell general insurance products & provide credit broking services. Our registration number is 229342. You can check this on the FCA register at [www.fca.org.uk/](http://www.fca.org.uk/) or by phone on 0800 111 6768.

## Our Service & Capacity

We only offer policies from a selected panel of insurers. A full list of all the insurers we deal with will be provided in your documentation. We will act as your agent for sourcing a suitable policy. However, you will not receive advice or recommendation from us, though we may ask questions to narrow down the selection of products which we will provide details on to assist you in your selection.

We will also act as your agent in the placement of the policy, except where we hold underwriting authority & thus act as the agent of the insurer.

For motor policies we hold underwriting authority on policies with Tansar & Southern Rock.

For home policies we hold underwriting authority on policies with Aro Underwriting, Castle, Geo, KGM, Midas & Prestige.

We also hold underwriting authority with Great Lakes Reinsurance (UK) SE for our own brand optional policies for Legal Expenses & Pkl Hosting Policies, with Astrenska Insurance limited for our Key Replacement, Tools Replacement, Vehicle Replacement & Excess Protection cover & with ARAG plc for our Home Emergency Assistance cover.

We will act as your agent in the event that you need to make a claim under the policy. We act as the agent of the insurer in respect of the collection & payment of premiums (please read **Protecting your Money**).

In certain circumstances we may act for & owe duties of care to insurers &/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation & the options available to you before we proceed.

## Disclosing Information

Please take reasonable care to answer all questions honestly & to the best of your knowledge. If you don't answer the questions correctly, your policy may be cancelled, a claim not being paid & you may lose your premium.

If you are taking out insurance related to your business, you have a duty to make a 'fair presentation' when taking out a policy or making a change to an existing policy. The duty of 'fair presentation' means you have to make any disclosures in a way that is clear & substantially correct. Failure to make a fair presentation on a business policy may result in a claim not being paid & you may lose your premium.

## Payments & Refunds

Payments by credit/debit card, cheque, postal orders & instalments. Details of instalments will be discussed &/or supplied in writing. We will retain your credit/debit card and bank details for the purpose of automatic renewal (please read **Renewal**) and to pay for and/or refund any other premiums which may become due as a result of amendments/changes being made to your policy. If you do not want your bank/card details to be used for these purposes, please contact us to let us know.

Where a loan is arranged through a finance company you are liable for the whole of the loan even if your policy is cancelled. You should not stop your monthly payments without first speaking to us. Default on your loan could result in your policy being cancelled & leave you still liable for the outstanding loan.

All refunds, initially paid by card, will be processed back to the same card. We will issue you with the refund once we have received it from your insurer. This may take up to 60 days.

## Our Remuneration

Our remuneration is normally a commission payable to us by the insurer &/or Close Brothers Premium Finance or Premium Credit Limited & is based on a percentage of the total annual premium.

We may also receive an additional payment from the insurer if the type of policy we sell reaches a specific profit target.

Where the insurer pays us less than 25% commission, an additional fee may be levied which will be disclosed to you prior to arranging your policy.

In addition, the following administration charges apply;

Service	Taxi & Haulage	Car, Van & Property
Arranging a new policy (Online Only)	N/A	£40
Arranging a new policy (Call Centre)	£150	£60
Arranging renewal of your policy	£150	£60
Correction of information initially provided by you in arranging a policy	£30	£30
Mid Term Adjustments to your policy	£50	£50
Cancellation of your policy (within 14 days)	£50	£50
Cancellation of your policy (after 14 days)	£75	£75
Cancellation as a result of the provision of correction information	£75	£75
If your cheque is dishonoured	£25	£25
Where we issue you with a debt recovery letter	£20	£20

These fees are non-refundable & are payable at the time of the transaction to which it relates to. The total price to be paid, including any fees, taxes & charges separate from the premium will be disclosed before the insurance contract concludes. Any commission earned on an insurer product will be disclosed on request.

## Finance Schemes

We are also an authorised credit broker & where you require payment of a premium via instalments, we will introduce you to either Close Brothers Premium Finance or Premium Credit Limited, who will arrange the finance directly with you. All credit agreements should be allowed to run their term & must not be cancelled without first speaking to us. All defaults will incur a charge of £50 per default. If you wish to discuss any of the above, then please telephone us.

## Cancellation of Policy

If you wish to cancel your policy, please phone us on 0161 874 8011 for motor policies or 0161 874 7754 for home policies. All cancellations will be subject to our service charges as detailed above. In addition, we do not refund the commission paid to us for arranging the policy. The terms of your policy may allow insurers to retain the premium in full or to charge short period premiums. The following table is intended as a guide only for 12-month policies. No refunds are given on Short Period policies, all of our optional policies, Breakdown cover or where a claim has or is likely to occur. If you prefer, please phone our office to confirm any refund due. Charges for number of Months on Cover: (Guide only)

Up to 1 month	2	3	4	5	6	7	8+
30%	40%	50%	60%	70%	75%	90%	100%

In the event that your main policy is cancelled any linked optional policy will not be offered a renewal invitation at expiry of the policy term.

If you cancel your policy & the balance is left in debt, you will need to settle this balance promptly. If you fail to pay the balance, we will use the credit/debit card that you have previously authorised us to use to collect the debt.

## Right to Cancel (Cooling Off Period)

If the policy does not meet your requirements you have the right to cancel within 14 days of receiving your insurance documents. The refund will take in to account our £50 administration fee & the insurers reasonable charge for your time on cover.

No charge is made on Breakdown or optional policies during the cooling off period providing no claims have been reported.

## Renewal

For your protection, we will send your renewal notice in good time before the renewal of your policy. This will contain information of your renewal premium which will be based on the information we hold. It is important that you check the information we hold is correct & you must inform us of any changes to your circumstances.

We will continue to provide you with our lowest possible price & this may result in us finding an alternative insurer.

### Car, Van & Property Insurance:

If you are happy with your renewal quote with the insurer offered, there will be nothing to do as your debit/credit card will be automatically debited for your renewal. This will take place 7 days before your renewal is due. If you are paying for your policy on instalments, your policy will automatically be renewed. You will receive a revised payment schedule, detailing your monthly instalments. Payments will continue to be debited from the bank account details which we hold.

If you do not wish for your policy to be automatically renewed, please contact us, anytime up to 7 days prior to the renewal date. If we do not hear from you, we will take this your acceptance of the renewal & the policy terms & proceed with the debiting payment & renewing the policy.

If your policy cannot be automatically renewed, for example if we cannot collect payment as the card, we have on file has expired, we will write to you to make you aware of this & all cover will cease on the renewal date, unless you contact us to make payment.

## Protecting your money

We hold your premium payment under risk transfer as agent of the insurers & we do this by paying it into an insurer premium trust account until it is passed to the insurers. This is to protect your money & means that whilst your money is in the account, it cannot be used for any purpose other than paying the insurers or any brokers through whom we may have arranged your insurance. We usually deduct any commission we earn upon receipt of your premium in our bank account. We will retain any interest earned on the account. We may transfer your money to another person, for the purpose of effecting a transaction on your behalf through that person. We do however still remain responsible to you in respect of your money. These terms of business constitute your acceptance of this.

## Law & Jurisdiction

Insurance is only available to residents of the United Kingdom, Isle of Man & the Channel Islands. Any disputes will be subject to English Law & the courts of England & Wales will have exclusive jurisdiction.

## General Data Protection Regulations

We comply with the General Data Protection Regulation (GDPR) EU 2016/679. For further information on how we process your personal data, please refer to our Privacy Notice which can be viewed on website [www.quotelinedirect.co.uk](http://www.quotelinedirect.co.uk) Alternatively, via this link: <http://qldi.ink/privacy/> or speaking to one of our agents.

We both acknowledge & agree that in certain circumstances you will need to share the Personal Data of your employees in order that we can arrange the appropriate insurance programme for you. This information may include their name, address, date of birth, health information, details of criminal convictions & employment record. We will both ensure that we have all necessary legal bases in place to enable lawful transfer of the shared Personal Data to the other & other Permitted Recipients for the purposes of arranging insurance.

Permitted Recipients includes you, us, any third parties engaged to perform obligations in connection with this agreement, & any other person agreed in writing between ourselves.

You will give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by us or, as the case may be, transferred to one or more of the data recipients, Permitted Recipients, their successors & assigns. We both agree to process the Shared Personal Data only for the purposes of this agreement & not disclose or allow access to the

Shared Personal Data to anyone other than the Permitted Recipients. To ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement. To ensure that it has in place appropriate technical & organisational measures, reviewed & approved by the other party, to protect against unauthorised or unlawful processing of personal data & against accidental loss or destruction of, or damage to, personal data. We will process the Shared Personal data in accordance with the provisions of our Privacy Notice.

### **Complaints**

First speak to us – we make every effort to maintain high standards, but if we let you down we will try to put things right immediately. You can complain by letter, telephone or email (contact details overleaf).

If your policy is with a Lloyds syndicate (please phone if in doubt) & you wish for them to investigate your complaint, then check your policy for their complaints process. If you are still unhappy you can write to Complaints Team, Lloyds, One Lime Street, London, EC3M 7HA, email [complaints@lloyds.com](mailto:complaints@lloyds.com) or phone 02073275693. Full details of their complaint's procedure can be found on [www.lloyds.com/complaints](http://www.lloyds.com/complaints).

Regardless of who your insurer is, if you still remain dissatisfied you can refer your case to the Financial Ombudsman Service at Exchange Tower, London E14 9SR, email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), phone 0800 0234567 or via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) (This is in addition to your legal rights).

Alternatively, you can visit [www.qldl.ink/odr](http://www.qldl.ink/odr) which is a platform to assist you if you are unable to resolve your complaint. However, this service will refer your complaint to the Financial Ombudsman Service, so you may wish to contact the Financial Ombudsman directly. Their contact details are shown above.

### **Money Laundering/Proceeds of Crime**

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity & we are prohibited from disclosing any such reason.

### **Adequacy of Insurance Values**

It is the responsibility of the insured to ensure that all sums insured & policy limits are adequate. It is strongly recommended that the appropriate professional (e.g. surveyor/accountant) be consulted to ensure that the sums insured & limits under the policy are suitable.

### **Insurer Security**

The insurers we use are regulated & are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full & you may have to pay a further premium to pay for alternative insurance cover.

### **Financial Services 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 & circumstances of the claim. Insurance advising & arranging is covered for 100% of the claim, without upper limit on all compulsory classes of insurance. All other classes of insurance are covered for 90% of the claim, also without an upper limit. Further information can be found on the FSCS website on [www.fscs.org.uk](http://www.fscs.org.uk)

### **Claims Helpline**

In the event of a motor claim, please contact our 24 hour dedicated claims line 01603 779257. Please report any road traffic accident within 24 hours.

In the event of a household claim, please contact our dedicated claims helpline 0161 874 8018 Monday to Friday 9am – 6pm.

### **Documents sent by email**

If you have agreed to receive your policy by email we will send all documentation, including the certificate of insurance to the email address you provided. Please contact us if you change your email address or no longer wish to correspond this way.

### **Trading Names**

Quoteline Direct, Wilsons Insurance Brokers, Wilsons Commercial Insurance Services, Haulsure, Wilsons Insurance Group, Bollington Insurance Brokers, Bollington Insurance, Bollington Motor Trade, Bollington Personal & ChoiceQuote.

### **Contact Us**

Quoteline Direct, Clipper House, Chester Road, Sale, Greater Manchester, M32 8AL. Phone – 0161 874 8000