TERMS OF BUSINESS

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The Financial Conduct Authority (FCA)
The FCA is the independent watchdog that regulates financial services. Please use this document to decide if our services are right for you.

Our service
We act as a Broker on your and the insurer's behalf. You will not receive advice or a recommendation from us and you will need to make your own choice with regard to the products that we offer you. Our service includes administering the policy for you and helping you with any ongoing changes you have to make.

Who regulates us?
Herts Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 309073. You can check this on the FCA by visiting www.fca.org.uk/register or by contacting them on 0800 111 6768.

Products that we offer
We sell a wide range of both personal and commercial insurance products and provide information on the basis of a fair analysis of the market from a wide range of insurers. Any additional policies we sell in conjunction with your main policy are linked and will be cancelled in line with the main one and these additional products are non-refundable. We only offer products from a limited number of insurers for caravan insurance. We will provide a list of these insurers on request.

- For Misfuel Insurance, Personal Effects Cover, Personal Accident, Keycare, Excess Protection, Breakdown/Roadside Assistance, Spare Parts, Trailer, Short Term Overlap Insurance, Total Loss Protection, Agree Value Insurance and Driving Other Cars Insurance and Windscreen Insurances we deal exclusively with Trinity Lane Insurance Company Ltd.
- For Private Vehicle Legal Expenses Insurance and Camping Equipment Cover we deal exclusively with Ageas Insurance Limited.Policies incepted or renewed from 17/1/2020 onwards are exclusively with Allianz Insurance plc.
- For Replacement Car Cover and Gadget Cover Insurance we deal exclusively with Great Lakes Insurance SE.
- For Tools in Transit and Goods in Transit we deal exclusively with Canopius.
- For Licence Defence we deal exclusively with AM Trust Europe Ltd

Trinity Lane Insurance Company Ltd is owned by one of the shareholders of Hadleigh Holdings. Herts Insurance Consultants Ltd are also owned by Hadleigh Holdings.

Claims
If you are involved in an accident or have occasion to claim on your policy for any other reason, you must notify us immediately and we will promptly advise you and, if appropriate, issue you with a claim form and pass details to your insurer. You should not admit liability or agree to any course of action, other than emergency measures to minimise your loss, until you have agreement from your insurer. You must continue to make your monthly payments for your insurance, if applicable. We reserve the right to withhold payment in respect of claims, if payment of any premiums to us is in default.

Our charges
In addition to premiums and administration fees charged by insurers and the finance provider, we normally make the following non-refundable charges to cover the administration of your insurances:

Setup fee for arranging a policy (which is non-refundable) up to:	£100
Renewing policy up to:	£100
Adjustments from any non-disclosed or misrepresented information:	£40
Changes to a policy:	£30
Collection of debts:	£35
Processing uncleared cheques:	£30
Assessing an agreed value from:	£15
Replacement Smartbox and data:	£160
Issue of Green Cards from:	£30
Policy cancelled before inception set up fee retained:	Set up fee retained
Policy cancelled for any reason: (This is in addition to set up fee, adjustment fees and insurers charges for time on cover)	£40

We usually receive a commission from the insurer, which is proportionate to the insurance premium. Occasionally we may arrange a policy on which we earn no commission and in these cases we will advise you of the proportionate fee before you take the policy out.
Your insurer may make a charge for any amendment or cancellation made to your policy in addition to any increase in premium and our midterm adjustment fee.

Return premiums (usually arising if an insurance risk is reduced or the policy is cancelled), will be refunded to you net of commission or proportionate fee which is
20%. Where applicable, all refunds will be processed to the last card used under your account up to the amount debited, any balance thereafter will be issued to you using any previous card or failing this via cheque.

You should not take out a new policy if you have an existing debt with us, Hadleigh Holdings Ltd or their subsidiaries. If your new policy is cancelled as a result, we reserve the right to offset the cancellation refund against the equivalent value of the debt.

How monies paid to us are handled
We are the Agent of Insurers for the purpose of collection of premiums and refunds of premiums. This means that premiums are treated as being received by the insurer when received in our bank account, and that any premium refund is treated as received by you when it is actually paid over to you. We normally accept payment by any of the major debit/credit cards or a guaranteed cheque.

Your debit/credit card information will be replaced by a secure token so we can use the same card to take payments for automatic renewals and to pay or refund other premiums that may become due upon changes to the policy.

If you take a new policy out with ourselves and make a payment towards this new policy but have a previous policy with ourselves that has an outstanding balance, we reserve the right to transfer any money paid on the new policy to cover the debt outstanding on your previous policy.

Minimum refund £5.00 anything under this will be retained.

Cancelling your insurance
You have the right to cancel your policy at any time. If you wish to cancel your policy, please call us first to discuss this. It may be necessary for you to send us your cancellation request in writing before we can cancel your policy.

Most insurers will retain the full annual premium if a policy is cancelled and a claim has been reported. All supplementary covers will be cancelled if your main policy is cancelled.

Any refund will be offset against any outstanding Direct Debit payments. Where the amount that you owe exceeds the amount that you have paid, you will be required to make payment for the outstanding amount straight away. Failure to do so may result in us taking steps to recover the debt. Once your policy has been cancelled, it is your responsibility to cancel any direct debits with Premium Credit Limited.

Cancelling within the 14-day cooling off period
The insurer of your main policy will make a reasonable charge for the time you have been on cover if your policy is cancelled during a period of 14 days either from the day of purchase of the contract, or the day on which you receive your policy documentation; whichever is later. For supplementary covers that are cancelled during this period, the full premium will be returned by the insurer providing no claim has been made.

Cancelling after the 14-day cooling off period
You may be due a refund for part of your main policy premium. Upon cancellation of the contract, it should be noted that Insurance companies apply short term cancellation charges which are not proportionate to the annual premium and as these form part of the contract offered, we would ask clients to realise that such charges upon cancellation are applied by the underwriters and not ourselves

Premiums and financial aspects
The following refers to policyholders over the age of 18. Policyholders under the age of 18 are not eligible to enter into a credit agreement and will require a parent or guardian to do so on their behalf. The parent or guardian will be subject to the data sharing, credit and money laundering checks as stated below.

For the purposes of introducing customers to premium finance facilities we deal exclusively with Premium Credit Limited (PCL). We may receive a commission for introducing you to PCL. If you pay using premium finance, it costs more in total than paying for your policy in one single payment. Finance is subject to status. Your data will be shared with PCL who will assess your creditworthiness using a range of tools to carry out anti-money laundering checks and credit assessments. Your application will include a search of your records at a credit reference agency.

This is a credit agreement between you as the policyholder and PCL, and is separate to the insurance policy. PCL will contact you with full details of your credit agreement. As this is in effect a loan for the initial premium, this agreement should not be cancelled until this has been fully repaid to PCL, even if your insurance policy has been cancelled. If any Direct Debit or other payment due in respect of the credit agreement you enter into with PCL to pay insurance premiums is not met when presented for payment, or if you end the credit agreement with PCL, or if you do not enter into a credit agreement with PCL we will be informed of such events by PCL.
If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer and if any money is owed to PCL under your credit agreement pay it to PCL or if PCL have debited us with the amount outstanding use it to offset our costs. The balance will be debited from the debit/credit card last used by you.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

If during the course of the policy any additional premiums or refunds of premium are due, then these will be automatically applied to the remaining balance on the PCL account.

Disclosure
It is important you ensure that all information, statements or answers made by you to us online, on the telephone, proposal forms, claim forms and other documents are full and accurate and must be correct. If a form is completed on your behalf, you should check that the answers shown to any questions are true. You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain an insurance certificate. You are advised to keep copies of any correspondence you send to us or direct to your insurer. Please consult us if you are in doubt on any aspect.

Awareness of policy terms
When a policy is issued, you are strongly advised to read it carefully as it is that document, the schedule, any certificate of insurance and the policy wording, which are the basis of the insurance contract you have purchased. If you are in any doubt over any of the policy terms or conditions, please contact us promptly.

Amendments
Contact our Customer Service Team advising them of any change to your personal information. Your policy will be based on your needs when accepting the policy, therefore should your needs change this may result in your insurer not being able to continue cover or be the most suitable for you. All is not lost though as we have access to over 200 alternative products. Please contact us before accepting a policy elsewhere so that we can discuss all the options available to you as cancelling may not be most cost-effective option. In order to process any amendment that requires an additional premium we require this to be paid immediately or added to any existing Direct Debit plan that has sufficient payments remaining.

Automatic renewals
For your protection, we reserve the right to automatically renew your policy up to five working days prior to the renewal date and take payment by the same payment method as this year. If we exercise this right we will write to you prior to the renewal date, informing you how much the premium will be and giving you time to let us know if you wish to opt out of the automatic renewal process. We also reserve the right to automatically renew any additional policies that you take out with this policy, such as breakdown assistance cover.

If we automatically renew a policy and you did not opt out of the automatic renewal process, you will need to provide proof of alternative cover or that the vehicle has been SORN, sold or scrapped, you may be liable for charges for time whilst cover was in force.

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 and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Holders of policies issued by IOMA will not be protected by the United Kingdom Financial Services Compensation Scheme if IOMA should become unable to meet its liabilities. Further information about compensation scheme arrangements is available from the FSCS.

If the insurer of your policy is declared in default by the FSCS, we reserve to right to arrange a replacement policy with another insurer on your behalf. We would endeavour to replace your insurance with another insurer on your behalf. We would endeavour to replace your insurance cover at no extra expense or inconvenience to you.

Confidentiality
All personal information about our customers is treated as Private and Confidential.

We will only disclose the information we have about private individuals in the normal course of arranging and administering their insurance, including debt recovery, and will not disclose any information to any other parties without their written consent unless required by law or public interest, which includes the detection and prevention of fraud and money laundering, except for data that we share with Hadleigh Holdings Ltd, Adrian Flux and their subsidiaries. We may use the information we hold about our customers to provide them with information about other products and services that we feel may be appropriate to them. For full details of how we use your data please view our privacy policy on our website. Under the General Data Protection Regulation, private customers have a right to see the personal information about them that we hold in our records. If you wish to exercise this right, or have any other related queries, you should write to the data protection officer.

Fraud Prevention and Detection
Insurers pass information to the Claims and Underwriting Exchange Register (CUE) operated by Insurance Database Services Limited (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR) compiled by the Association of British Insurers (ABI). The aim is to check information provided and to prevent fraudulent claims.
Motor insurance details are also added to the Motor Insurance Database (MID) operated by the Motor Insurers' Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be searched by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, MIIC and the Motor Insurance Bureau (MIB) to identify relevant policy information. Other insurance related databases may also be added in the future. To prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police.
- Undertake credit and claims record searches; Check and/or share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. We may log your IP address (and/or a unique identifier for your computer) and use this information to help us prevent and detect fraud, including passing it to fraud prevention agencies. Law enforcement agencies may access and use this information. We, and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt
- Checking details on proposal and claims for all types of insurance.
- Checking details of job applicants and employees

If you have any questions about any information in this notice, or if you want more details of the databases we access and contribute to, please contact us.

Identity and credit searches
We, and the companies we place business with, may make searches about you at credit reference agencies who will supply us with information, including the Electoral Register and credit information. The agencies will record details of the search whether or not your application proceeds. The searches will not be used by lenders to assess your ability to obtain credit. We may use scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially, may be used by us and other companies if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account. Alternatively, we may ask you to provide physical forms of identification.

Complaints
We are committed to providing a quality service and achieving the highest standards of conduct. One of the ways in which we can continue to improve our service is by listening to the views of our customers.
You can make a complaint by calling Customer Services Mon to Fri 9am to 5:30pm, by email customercare@hertsinsurance.comor in writing to us for the attention of Customer Care.

If you remain dissatisfied after speaking with a member of staff, we will advise you how to pursue any outstanding concerns further. In the event that we have been unable to resolve your complaint, you may be able to refer it to Lloyd's and ultimately the Financial Ombudsman Service. You may also contact the Online Dispute Resolution platform at ec.europa.eu/consumers/odr to resolve a dispute.

Upon receiving your complaint:

1. We will acknowledge receipt within 5 working days;
2. if resolved with you within 3 working days send you a summary resolution confirmation
3. provide you with the name and job title of the person dealing with your complaint;
4. within 4 weeks of receiving your complaint, send you either a final response or provide you with an update on progress and confirm when we anticipate being able to make further comment;
5. within 8 weeks from the date your complaint was received by us, we will either, provide you with our final response, or, where this is not possible, you will be advised of the action that is outstanding and when you can expect to hear from us again and who you should contact in the meantime.

If you are dissatisfied with the outcome of your complaint or you are dissatisfied with a resolution:

Procedure applicable where the insurer is an insurance company
If you remain dissatisfied with the outcome of your complaint, you may refer the matter to the Financial Ombudsman Service on the details below. We would like to take this opportunity to advise you that they are not able to consider your complaint until you have first attempted to resolve it with us. You have the right to refer your complaint to the Financial Ombudsman Service, free of charge. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Procedure applicable where the insurer is a Lloyd's syndicate
Should you remain dissatisfied with the response that you receive from us, you may refer your complaint to Lloyd's. On request we can confirm if you are able to pursue any concerns

with Lloyd's, who will investigate the matter and provide a final response. Lloyd's contact details are as follows:

Complaints	Email: complaints@lloyds.com
Lloyd's	Telephone: +44 (0)20 7327 5693
One Lime Street	Fax: +44 (0)20 7327 5225
London	Website:
www.lloyds.com/complaints	
EC3M 7HA	

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaintsand are also available from the above address.

Financial Ombudsman Service
Ultimately, should you remain dissatisfied with the final response issued by Lloyd's or us, you may, if eligible, refer your complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. The FOS' contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London E14 9SR
Email: complaint.info@financialombudsman.org.uk
Telephone: +44 (0)300 123 9 123
Website: www.financial-ombudsman.org.uk

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 and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Holders of policies issued by IOMA will not be protected by the United Kingdom Financial Services Compensation Scheme if IOMA should become unable to meet its liabilities. Further information about compensation scheme arrangements is available from the FSCS.

If the insurer of your policy is declared in default by the FSCS, we reserve the right to arrange a replacement policy with another insurer on your behalf. We would endeavour to replace your insurance cover at no expense or inconvenience to you.

Telephone call recording
Calls may be monitored and recorded.

Note
Your acceptance of these Terms of Business does not affect your normal legal rights.

English law
This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this contract is governed by English law.