

## TERMS OF BUSINESS AGREEMENT

In these Terms references to "we" or "us" are to the firm whose details are set out in the covering letter accompanying these Terms. We are an independent intermediary, part of the Markerstudy Group of companies.

We are based in the United Kingdom and our principal place of business is at Haden House, Unit 16 Waterfall Trading Estate, Waterfall Lane, Cradley Heath, B64 6PU.

**Mobilers is a registered trade mark of Insurance Factory Limited. Authorised and regulated by the Financial Conduct Authority [306164]. Registered in England and Wales [02982445]. Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.**

The Financial Conduct Authority ("FCA") is an independent watchdog that regulates financial services. We are authorised and regulated by them and you can check this by visiting the FCA's website <http://www.fca.org.uk/firms/financial-services-register> or by contacting the FCA on 0800 111 6768. Our permitted activities are recommending insurance policies (and in cases where we do not give a recommendation we will tell you); arranging insurance cover; dealing as agent and assisting with the administration and performance of policies – all in connection with general insurance

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of any claim, without upper limit. Further information about compensation scheme arrangements is available on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0207 741 4100.

### Our Services

We are an insurance broker who arranges policies through a panel of leading insurers and intermediaries. Our services include arranging insurance for motor, household, equine, travel and commercial package policies. We arrange your insurance cover and help you with ongoing changes.

Throughout the period of insurance we act on behalf of both you and the insurer. We act on behalf of you when providing a quote and arranging cover. When we issue policy documents, handle claims and collect premiums payments, we act on behalf of the insurer.

You will not receive advice or "recommendation from us. We will give you information about a product but cannot make a decision for you.

We endeavor to place your business with insurers with adequate means to meet their obligations but cannot guarantee the solvency of any insurer and we shall not be liable for losses suffered by you in the event of the insolvency of an insurer.

A detailed description of any insurance policy we arrange on your behalf will be contained in an Insurance Product Information Document (IPID) which will be made available to you as part of the process of you obtaining a quotation from us. We can also supply you with a specimen copy of the insurance policy should you request this.

Quotations are based on the information provided by you at the time of the quotation and are valid for 30 days from that date. All premiums quoted include the government's Insurance Premium Tax at the current rate.

We only arrange motor and home insurance for vehicles and properties based in the United Kingdom and all premium transactions are in pounds sterling.

You must pay your premium before we can arrange cover for you. This may be either the full premium due or a deposit amount if we have agreed that the premium may be paid by instalments.

You will be provided with renewal terms in good time prior to the expiry date of the policy, or notified if renewal is not being invited.

### Provision of documentation by us

We will endeavor to issue your policy booklet and supporting documentation on the day you arrange cover through us. In the event of your purchase being made outside of normal office hours your documentation will be issued on the next working day.

## YOUR RESPONSIBILITIES

### Misrepresentation / Duty of Disclosure

Please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you do not your policy may be cancelled, or treated as if it never existed, or your claim not fully paid.

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 a Certificate of Motor Insurance. Please note that under the Rehabilitation of Offenders Act you are not required to disclose convictions regarded as 'spent'.

You must provide complete and accurate information to your insurer when you take out your insurance policy and throughout the lifetime of the policy and when you renew your insurance. In addition, unless you are an individual who has taken out the policy wholly or mainly for purposes unrelated to your trade, business or profession, you must also disclose any information which might influence your insurer to accept, amend or decline your insurance proposal or renewal prior to inception, throughout the period of insurance and at renewal. Any changes in circumstances which may affect the services provided by us or your insurer should be disclosed immediately. If you are unsure about disclosing any matter please contact us for guidance. Failure to disclose any material information to your insurers or any inaccuracies in the information provided could invalidate your insurance cover, lead to cancellation of your policy with associated cancellation charges, and could mean that part or all of your claim may not be paid. Any products we provide information on will be based on the details you provide. Always keep copies of correspondence sent or received concerning your insurance.

### Proposal forms

It is important that you ensure that all statements you make on a proposal form are full and accurate. All answers on proposal forms and statements made to your insurers, either in your handwriting or pre-printed, are your responsibility. When a policy is taken out we will send you a copy of your proposal form or statement of fact which shows the information you have supplied. If you ask us to amend any answers, or add additional information we will send you a copy of the revisions. Please feel free to ask us for assistance with completion of your proposal form.

### Provision of documentation by you

If you are required to provide supporting documentation to your insurer it is critical that this information is provided quickly. An insurer will cancel a policy if supporting information is not supplied within 21 days of the start date. We strongly recommend you use Recorded Delivery or other traceable postage method to send this information to us. In the event that important information is not provided, we will attempt to advise you by telephone, will write to you by standard mail or e-mail and finally by Recorded Delivery mail before your policy is terminated for this reason.

### No Claims Bonus

You must provide written evidence of your no claims bonus proof within 30 days. This previous policy must not have expired more than 2 years before the inception of your new policy with us and any no claims bonus earned cannot be used simultaneously on more than one vehicle at a time. Failure to provide evidence within this period will result in the insurers issuing the policy as gross premium (i.e. without the benefit of no claims discount) or cancelling the policy. You will be immediately responsible for the balance of the premium payable and any subsequent cancellation will be calculated on the gross premium and subject to the charges as outlined in the administrative charges section.

### Understanding your policy terms

It is important that you read your policy carefully. The document, schedule and any Certificate of Insurance are the basis of the cover you have purchased. Please make sure that you understand them and are able to follow their requirements. If you are in any doubt about the terms and conditions of the policy then contact us for clarification.

Breach of any terms, conditions or warranties may result in the termination of your policy with associated charges or may invalidate a claim.

### Purchasing your policy online

If you have purchased your policy online it is essential that you ensure that all information you provide is accurate as we depend solely on the information you provide to set up your policy. Any non-disclosure or inaccuracy may lead to cancellation of your policy or nonpayment of a claim. It is also essential to read and fully understand the terms of your policy when the documents are sent in case any important information has been overlooked online. We can then help you resolve any issues you have with the policy within the first fourteen days when the policy can easily be cancelled if necessary. Please contact us if you have any concerns about the information you have provided or the terms and conditions of a policy you have set up online.

To assist with your purchase a summary of policy terms and conditions is accessible from our online system in the Insurance Product Information Document (IPID).

### Road Traffic Act

Customers are reminded that it is a serious offence under the Road Traffic Act to leave, drive or otherwise use a vehicle on a public road without valid insurance cover being in force.

## OUR LEGAL OBLIGATIONS

### Data Protection

We are governed by the Data Protection legislation applicable in the United Kingdom. For the purposes of Data Protection Legislation, Insurance Factory Limited is the data controller.

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via <https://www.insurancefactory.co.uk/privacy-policy> or by requesting a copy from our Data Protection Officer (contact details below). Please also see your insurance policy document.

Where you have given us your consent to do so, we will send you information about products and services of ours or other third parties which may be of interest to you via telephone, letter or email (as you

have indicated). You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other third parties. If you no longer wish to be contacted for marketing purposes then please contact us by emailing [talk2us@insurancefactory.com](mailto:talk2us@insurancefactory.com)

Under Data Protection legislation you have certain rights, these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at: Data Protection Officer, Insurance Factory Ltd, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. Please make sure you provide your name, address, policy number and other relevant information to allow us to respond to your query.

You understand that all personal data you supply must be accurate.

Any information we hold about you, whether on our computer system or on paper files, will be treated as private and confidential. We will use and disclose the information we have in the normal course of administering or arranging cover on your insurance policy which may involve passing information about you to insurers, other intermediaries, risk management assessors and other third parties involved in your insurance. We may use a third party to conduct customer surveys on our behalf.

At the request of many of our customers and to make managing your insurance more convenient, it is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy and provided they comply with data protection security checks when they call. If you would like someone else to be able to deal with your policy for you on a regular basis please let us know. In some exceptional circumstances we may also deal with other people who call us on your behalf, provided they also comply with our security checks when they call. We will endeavor to adopt a proportionate and common-sense approach to our security measures when dealing with, for example the very elderly, or others who we detect may have problems understanding their insurance policy, or a related matter. If at any time you would prefer us to deal only with you, please call to let us know.

#### Motor and Home Insurance anti-fraud registers

Insurers share information with each other via the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register to aid the prevention of fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim will be put on the registers.

#### Motor Insurance Information Centre (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC.

The information describing your insurance cover will be added to the Motor Insurance Database (MID) to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

As part of the government's Continuous Insurance Enforcement initiative it is now a legal offence to keep a vehicle without insurance unless you have notified the DVLA that your vehicle is being kept off the road and have a valid Statutory Off Road Notification (SORN).

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

#### Credit Reference Agencies

To determine premium payment rates at quote and renewal and/or any future invitations, we will make checks on the electoral role and public data through a credit reference agency. These enquiries will be recorded but it is highly unlikely that they will affect your credit rating.

#### COMPLAINTS HANDLING

We are committed to delivering a high standard of customer service at all times but in the unlikely event that you have cause for complaint you should contact us by telephone on **0121 296 3100** for Insurance Factory customers, **01926 460 949** for Insurance Choice or **02475 091 464** for The Policy Shop Customers. Alternatively you can email us at [complaints@insurancefactory.co.uk](mailto:complaints@insurancefactory.co.uk) or write to us at: **Customer Experience Team, Insurance Factory Ltd, Haden House, Unit 16 Waterfall Trading Estate, Waterfall Lane, Cradley Heath, B64 6PU.**

Where we are unable to resolve your complaint by the end of the third business day after receipt, you can expect the following from us:

We will acknowledge your complaint in writing within five working days after receipt. This will state who is handling the complaint.

We will aim to resolve your complaint within 4 weeks of receipt, unless the matter is very complicated, such as where other organisations need to be contacted. Where this is the case, we will still let you know what action is being taken and tell you when we expect to provide you with a final response.

Our goal is to ensure that you receive a final response letter within 8 weeks of receipt of your complaint. If we are still unable to provide you with a final response at this stage, we will write to you explaining why, and advise when you can expect a final response.

If more than 8 weeks from the date of your complaint has passed and you have not received a final response, or if you remain dissatisfied with our response to your complaint, you may be able to refer the matter to the Financial Ombudsman Service (<http://www.financial-ombudsman.org.uk/>). To use their service you must have first of all referred your complaint to us, and your referral to them must have been sent within six months of our final response letter. Full details of our complaints handling procedures are available on request.

Alternatively you can use the Online Dispute Resolution Platform (ODR) – <http://ec.europa.eu/consumers/odr>

#### CLAIMS

We have no authority to handle claims on behalf of insurers but can advise you on who to phone and how to make your claim. In the event of an accident which may give rise to a claim under your policy, whether you believe you are liable or not, you should notify us by calling the Claims Helpline number shown on the covering letter accompanying these terms as soon as possible. If you do not do so it may result in your insurer refusing to accept a claim. You must not settle, reject, negotiate or agree to pay any claim without written permission from your insurer. Full details of how to claim are included in your policy documentation.

#### ADMINISTRATIVE CHARGES

When you take out the policy with us we charge you a fee as detailed in your welcome letter. In addition some insurers pay us a commission which is a percentage of the total annual premium. Details of which insurers pay us a commission can be found in the Insurer Panel Information document. For policy renewals the charge is shown separately on your renewal invitation letter.

The amount of any arrangement fee will have been communicated to you prior to the conclusion of your contract of insurance, and the amount of this fee will be displayed on the communication that accompanies your new business or renewal documentation. We offer a diverse array of personal lines and commercial products, and it is not practical to list all arrangement fees individually here.

All other fees that we will charge are shown in the table below:

	Liability Policies	Catering Vehicle/Van/Private Car & Fleet Policies	Trailer Policies	Commercial Combined Policies
Mid-term Alterations	£10.00	£40.00	£20.00	£20.00
Missed Payment Charge	£45.00 ( <i>£15.00 by us and £30.00 by our Finance Provider</i> )	£45.00 ( <i>£15.00 by us and £30.00 by our Finance Provider</i> )	£45.00 ( <i>£15.00 by us and £30.00 by our Finance Provider</i> )	£45.00 ( <i>£15.00 by us and £30.00 by our Finance Provider</i> )
Cancellation within 14 days	£0.00	£40.00	£25.00	£25.00
Cancellation after 14 days	£0.00	£50.00	£25.00	£25.00
Policy Voidance Fee	£40.00 <i>Where we are instructed by your insurer to avoid the contract of insurance from inception we will retain a fee to cover our administration costs</i>	£40.00 <i>Where we are instructed by your insurer to avoid the contract of insurance from inception we will retain a fee to cover our administration costs</i>	£40.00 <i>Where we are instructed by your insurer to avoid the contract of insurance from inception we will retain a fee to cover our administration costs</i>	£40.00 <i>Where we are instructed by your insurer to avoid the contract of insurance from inception we will retain a fee to cover our administration costs</i>
Debt Collection	£25.00 (minimum) <i>To cover the cost of debt recovery via a debt collection agency. Notice of any intended use of a debt collection agency will be sent to you prior to submission</i>	£25.00 (minimum) <i>To cover the cost of debt recovery via a debt collection agency. Notice of any intended use of a debt collection agency will be sent to you prior to submission</i>	£25.00 (minimum) <i>To cover the cost of debt recovery via a debt collection agency. Notice of any intended use of a debt collection agency will be sent to you prior to submission</i>	£25.00 (minimum) <i>To cover the cost of debt recovery via a debt collection agency. Notice of any intended use of a debt collection agency will be sent to you prior to submission</i>

For any optional extras you choose to purchase, we receive a commission from the insurer which is a percentage of the total annual premium. In addition, the Legal Expenses provider will pay us a fee for each motor policy in force.

#### COMMISSION

We are usually remunerated by commission from the insurance providers. We will be pleased to provide this information upon written request.

If your policy is cancelled or altered mid-term, we may also make a charge equal to the amount lost to us in commission reclaimed by insurers.

#### CANCELLATION OF INSURANCE POLICY

#### **Cancelling within fourteen days**

You have the right to cancel your policy during a period of 14 days either from the day of purchase or the day on which you receive your policy documentation, whichever is the later. If you exercise this right and the cover had not yet commenced, you will be entitled to a full refund of the premium paid. If the insurance has commenced, and provided that you have not made a claim, you will be entitled to a refund of the premium paid, subject to a deduction for the time that you have been on cover (calculated as a proportion of the annual premium). In either case, a proportion of the administrative charge for setting up the policy will not be refunded. If you have made a claim, it is likely that none of the premium will be refunded.

#### **Cancelling after the first fourteen days**

Unless otherwise stated, insurance policies are arranged for a period of 12 months and you are required to pay the full amount stated. If you wish to cancel the policy before the expiry date (other than within the first fourteen days as above) and there have been no claims, your insurer will refer to their published cancellation procedures as detailed in their policy documents and you may also incur cancellation charges. Any discounts that were applied to the original premium will be deducted on a pro rata basis if the policy is cancelled in less than twelve months.

Depending on the terms and age of your policy your insurer may retain your premium in full or you may be charged short term cancellation charges which are not proportionate to the annual premium but which form part of the contract offered. Insurers' cancellation terms will be outlined in their terms and conditions which are shown in both the Insurance Product Information Document (IPID) made available to you at the time of quotation as well as in the Insurer's policy document.

We recommend that you read the IPID carefully before making a decision to purchase insurance cover. If you have made a claim it is highly unlikely that any premium will be refunded.

We do not refund any of the arrangement fees that were incurred at inception of the policy, and we will deduct a proportion of the discount originally applied from the amount returned to you by the insurer. Any products you purchased alongside your policy, such as Key Care, are one off purchases and non-refundable.

#### **Policies Cancelled by Us or the Insurer**

If your policy is cancelled by us or the insurer, for reasons such as misrepresentation, failure to disclose or failure to make payment when due, we will give you 7 days' notice in writing to your last address notified to us. The cancellation will be treated as a standard cancellation and will incur charges as above and the refund of premium will relate to the remaining period of insurance left after the cancellation date.

#### **How to cancel**

To exercise your right to cancel, please contact us at the address or telephone number shown on the front of this communication. Please note we can only cancel a policy effective from the time and date of your request being confirmed.

#### **PAYMENT OF PREMIUMS AND REFUNDS**

Unless otherwise agreed and formalised by a premium instalment plan, all premiums are due on the day cover is arranged, the date the policy is due for renewal or the date of any mid-term adjustment.

#### **Payment by instalments**

If you choose to pay by Direct Debit, your monthly instalment plan will be financed by Close Brothers Premium Finance (CBPF), we receive commission from the finance provider for introducing you to them. CBPF will send you a welcome pack which will include a credit agreement. In assessing your application CBPF will search the public information a credit reference agency holds about you. The credit reference agency will add details of the search to their records whether or not the application for credit proceeds. This and other information may be used to make credit decisions about you and to undertake checks for the prevention and detection of money laundering. Failing to make a payment when it is due will result in cancellation of the credit agreement and may result in cancellation of your insurance.

Please note that paying by instalments does not provide a month's insurance cover at a time; it is simply a more manageable way of paying your premium. You will be responsible for paying the monthly instalments as they fall due. In the event of any due payment not being made, the overdue payment must be made immediately. A missed payment charge will be incurred for the failed payment. If the payment is not received within 7 days of the default we will commence the cancellation procedure in accordance with the policy conditions.

If an insurance policy is cancelled, any refund provided by the insurer after deduction of any charges (please see our cancellation policy for details) will be used against the outstanding balance on your instalment plan. Any remaining charges will need to be paid in full and we may use the services of a debt collection agency if the balance remains outstanding. Similarly if there has been a claim on the policy the insurers will retain the full premium but the full amount will still need to be paid to the finance company.

If you cancel your direct debit mandate to suspend payment of a finance arrangement, although this may lead to our early termination of your policy and associated charges, it will not automatically cancel your insurance policy. You should always write to us in accordance with our cancellation policy to cancel your insurance.

#### **Withholding Documents**

We have the right to withhold essential documents, such as evidence of no claims bonus, until due payments have been made and any cheques cleared. We will provide any documents you are required to have by law.

#### **Refunds**

Any refunds will be issued to the policy holder within 30 days of the date of the transaction. Most refunds are issued back to the method that original payment was made with; alternatively a cheque will be issued. The minimum amount we will refund is £10.00, therefore any refund below this amount will not be given.

#### **AUTOMATIC RENEWAL AND CONTINUOUS PAYMENTS**

When you pay a deposit or in full by card we may set up a continuous payment authority (CPA). This will allow us to take payments automatically when they are due, including for renewals and amendments or charges or where a payment can't be collected by a direct debit agreement. This means you don't have to provide new details for each payment and ensures your insurance continues uninterrupted. We will contact the policyholder to inform of any payments that are due to be taken or if there are insufficient funds in the account to collect the payment. If a payment cannot be taken then the policy may be cancelled.

To make the process of renewal easier we may automatically renew a policy and take payment by the same payment method as the previous year, unless you request otherwise. If you were paying by monthly instalments, your finance company will issue a new agreement and will continue to collect direct debits from your account; should the direct debit fail we may debit payment from the card which the original deposit was debited from to ensure continuity of cover. If you paid in full we will collect the renewal premium from the same card. We will always write to you before we automatically renew any policy and give you the opportunity to contact us to cancel the renewal.

If your policy is not eligible for automatic renewal we will write to you prior to your renewal date to remind you that your renewal is due and to advise you how much the new premium will be. You will need to contact us to arrange renewal.

#### **HOW WE HOLD YOUR MONEY**

Premiums that we collect from you are held in an insurance broking bank account specifically for the purpose of holding client money. By virtue of agreements held with insurers, we collect premiums as agents of the insurer. Once we have collected the premium from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer.

Money that we collect from you will be held in a segregated account, separate from our own business account, and will be remitted to insurers in accordance with our agreement with them. If we become insolvent, the terms of the trust dictate that insurers will have a prior claim on the money in the account according to their respective interests.

#### **Earning interest on customer premiums**

We hold premiums that you pay us in our client money bank account. Under Financial Conduct Authority regulations we have to inform you that we may earn interest from money held in this account. Interest earned will not be held for the benefit of customers.

We may also invest these premiums in a range of permitted designated investments as prescribed by the Financial Conduct Authority. In the event that there is any shortfall in our client money resource attributable to falls in the market value of any of these permitted designated investments we shall make provision for, and bear the cost of, any such shortfall.

#### **Customer money passed to another organisation**

In accordance with Financial Conduct Authority Regulations we have to inform you that in managing or arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium to another insurance intermediary. This has no effect on your insurance arrangements with us as your broker or your insurer.

#### **GOVERNING LAW**

Unless specifically agreed otherwise, this insurance shall be subject to English Law and the parties agree that any dispute arising out of it shall be subject to the non-exclusive jurisdiction of the English Courts.

#### **VARIATIONS**

No variation of these terms is held to be valid unless in writing and signed by an authorised officer of the company. The company's staff are not authorised to agree to any variation of these terms. From time to time the company may review the terms but we will not make any amendments during the term of your insurance without your agreement save that we reserve the right to amend these terms where such amendments are required to reflect a change in applicable law or regulation. Where possible we will provide you with at least 14 days written notice before such changes take effect.

#### **STATUTORY RIGHTS**

Agreement to our Terms of Business does not affect your statutory rights. These are our stated Terms of Business. We will assume you are in agreement with these terms unless you notify us to the contrary within five days of receipt of this document.