



<https://www.chaucerdirect.co.uk/Van-Insurance/Policy-Documents#Business>

## Van - Terms of Business

**Chaucer Direct, Prospect House, Chaucer Business Park, Thanet Way, Whitstable, Kent CT5 3FD**

Please read this document carefully. 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.

**Chaucer Direct is a trading name of Chaucer Insurance Services Limited Registered in England No 02135730, Registered office Plantation Place, 30 Fenchurch Street, London, EC3M 3AD.** We are authorised and regulated by the Financial Services Authority. Our permitted business is arranging general insurance contracts and associated services. Our FSA Register number is 475572. These details can be checked on the FSA's Register by visiting the FSA's website <http://www.fsa.gov.uk/fsaregister> or by contacting the FSA on 0845 606 1234.

Chaucer Insurance Services Limited is wholly owned by Chaucer Syndicates Limited, a Lloyd's Managing Agency, Registered in England No 184915, Registered Office Plantation place, 30 Fenchurch Street, London, EC3M 3AD

We are required to comply with the FSA Regulations relevant to an insurance intermediary.

We specifically draw your attention to the following sections:

- (a) Interest on Client Money
- (b) Client Money
- (c) Non-statutory trust

### Relationships

As an insurance intermediary we act as your agent. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act as agent for and owe duties of care to other parties.

Chaucer Direct uses Chaucer Insurance, a trading name of an authorised Lloyd's syndicate managed by Chaucer Syndicates limited as the insurer for all its products except Keycare, which is insured by Groupama, and Legal Expenses cover, which is insured by ARC. This provides a cost efficient solution to meet the needs of our customers.

You should not assume cover has been placed unless we have confirmed this to you.

### Insurer Security

We do not guarantee the solvency of any insurer we place business with.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

### Documentation

Documentation issued by us or by Insurers will be issued in a timely manner.

Your documentation will confirm the basis of the cover, give details of the insurers, and be accompanied by a policy summary and details of the premium due. The date that the premium is due, together with any penalties, will be clearly shown.

Additional copies of your documentation can be provided and are subject to an administration fee of £20.

Prior to the conclusion of your initial contract you will be provided with a statement of your demands and needs. You should read this carefully. It will set out your demands and needs and confirm whether the contract has been personally recommended and, if so, the reasons for making that recommendation.

### Payments

Unless we are told otherwise, any amounts that are due under your existing insurance policy or its renewal will be charged to the credit / debit card used most recently to make payment. If it is not your card that has been used you should ensure the actual cardholder is aware of this.

### Refunds

In processing any refunds, we will refund the credit / debit card that was originally used to pay the deposit sum / full payment (whichever applies). In doing so, you agree to release insurers from all liability to you in respect of that refund. If those card details are no longer valid a cheque will be issued to the cardholder and we will send this to you to pass on to the cardholder if that is not you.

### Renewal

In respect of retail business (policies bought by an individual for the benefit of themselves or their family and outside their trade or profession) you will be provided with renewal terms in a durable medium no fewer than 21 days before expiry of the policy, or be notified that renewal is not being invited. Attached to the renewal terms will be a statement of any changes to the terms of the policy, and changes to directive-required information (information required under the EU Directives), statement of price and information about cancellation. We will automatically renew your policy. If you do not want to renew your policy you will need to notify us of this prior to the renewal date.

### Mid-term adjustments

For any mid-term adjustment that you request we will seek the insurer's approval for the change and it will not be made effective until the insurer has agreed to it.

For any mid-term adjustment initiated by us or your insurance we will notify you in good time prior to the change taking effect.

Any mid-term adjustment (initiated by any party) will be subject to our administration fee of £20.

### Policy Records

It is our policy to retain significant documents for business effected on your behalf in electronic or paper format for up to 7 years.

For some types of insurance cover it is possible that a claim may be made under a policy long after its expiry date and it is therefore important you keep relevant documents safe.

## **Claims**

If you become aware of any claims or circumstances that could lead to a claim being made, you must notify your insurer immediately either by phone or in writing. The phone number and address are shown in your policy booklet. Failure to do so could prejudice your position.

In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

If claims settlements are made through us, we will remit claims payments to you, or in accordance with your instructions, as soon as possible after they have been received on your behalf.

## **Duty of Disclosure to Insurers**

You must disclose to insurers, before the contract is concluded, any fact or circumstance which is known to you (or which ought to be known to you) in the ordinary course of your business and which is material to the risk.

A fact or circumstance is material if it would influence the judgment of a prudent insurer in fixing the premium or determining whether he would take the risk. You also have a continuing obligation to disclose facts material to the insurance throughout the period of cover. If you have any doubt on whether to advise of a change of circumstances that may be relevant to cover then, for your protection, it is preferable that you contact us in order that this information is advised to the insurer for their consideration.

If you do not act with the utmost good faith or fail to disclose any material fact or circumstance to insurers, insurers may void the insurance contract.

## **Remuneration**

Our remuneration may be as a fee, or as brokerage, which is a percentage of the insurance premium paid by you and allowed by the insurer with whom the insurance is placed. Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in respect of the full policy period in relation to policies placed by us unless in respect of a retail customer, the policy is cancelled within the cooling off period.

In addition to client fees and/or brokerage payments we may receive remuneration by way of administrative fees or commissions for services provided to underwriters or other relevant parties such as finance providers. We may also act as reinsurance brokers to underwriters with whom we have placed insurance or reinsurance.

## **Interest on Client Money**

Any interest earned on client money held by us and any investment returns on any segregated designated investments will be retained by us for our own use.

## **Client Money**

Client money is money of any currency that we receive and hold in the course of carrying on insurance mediation on behalf of our clients (including you) or which we treat as client money in accordance with the FSA's client money rules. When collecting or returning premium, we act as agent of the insurer. This means that your money is protected as any premiums you pay to us are treated by the insurer as having been paid directly to them.

## **Non-Statutory Trust**

We hold client money subject to a non-statutory trust. In accordance with existing practice and subject to FSA's solvency rules, this means that we are entitled to and may use client money held on behalf of one client to pay another client's premium to the insurer before the premium is received from that other client, and to pay claims and premium refunds to another client before we receive payment from the insurer.

However, we are not entitled to use client money to pay our commissions/fees before we receive the relevant premium from the client.

## **Bank Accounts**

Client money will be deposited with one or more approved banks.

If a need arose where we propose to hold client money with a bank, which is not an approved bank, we will request your consent in writing to the use of the particular bank.

## **Payment to Third Parties**

We may transfer client money to another regulated party, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that party.

This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish your money to be passed to a party in a particular jurisdiction.

## **Cancellation Clause**

### **'Cooling off period'**

If you are a retail customer you have a right to cancel an insurance policy. In order to exercise this right of cancellation you must advise us or your insurer within 14 days of either the start date of your policy or (if later) the day on which you receive the policy documentation and supporting information. Please note that in respect of Motor Insurance your policy may not be cancelled unless your Certificate of Motor Insurance is returned to us or your insurer as part of your notice of cancellation.

If you exercise your right to cancel the insurance policy, you will be required to pay 'pro-rata' rates for the period of time you have had insurance cover. Additional charges may include a proportion of any commission paid to us and a proportion of any fees charged by us, sufficient to cover our costs.

### **Other cancellation provisions**

Your insurance contract may include a cancellation clause. In the event of cancellation of the insurance contract, insurers may return a premium to you. Alternatively this may be returned to premium financiers in accordance with any premium finance agreement. Once our remuneration has been earned, in the event that the insurance is cancelled after inception or in the case of a retail customer, after the cooling off period, our fees or brokerage will not usually be returnable. In the event that you fail to pay your premium by the due date, the insurance may be cancelled by us or by the insurers. We, or the insurer, will give you 7 days notice of the cancellation.

## **Cancellation of this Agreement**

This agreement will be terminated in the event that you cancel the insurance policy(s) we have arranged for you and we will be entitled to receive any fees or brokerage payable.

**Complaints**

We take all complaints seriously. If you wish to make a complaint then please contact:

The Compliance Manager, Chaucer Insurance Services Limited, Prospect House, Chaucer Business Park, Thanet Way, Whitstable, Kent, CT5 3FD.

We will acknowledge your complaint within five working days of receipt.

If we are unable to resolve your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. We will provide you with relevant details at the appropriate time.

**Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Full details and further information on the scheme are available from the FSCS.

**Data Protection**

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with you and in respect of your personal data.

Your personal information will be kept secure.

We are required to provide you with this information to comply with current Data Protection legislation. In order to prevent and detect fraudulent applications and claims, and/or in order to pursue a claim in respect of a road traffic accident (including those occurring in other countries) we (and your insurer) may share and receive information about you with other organisations and public bodies including the police.

We may use your details to send you information about other products and services from companies within the Chaucer group or to carry out research. We may contact you by letter, telephone or e-mail. We will not make your personal details available to any companies outside the Chaucer group to use for their own marketing purposes. If you would prefer not to receive information from companies within the group or participate in research please write to the Data Protection Officer at Chaucer Syndicates Limited, Plantation Place, 30 Fenchurch Street, London, EC3M 3AD or telephone 0207 397 9700. On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions or would like to find out more about this notice, you can write to the Data Protection Officer at the above address.

We reserve the right to search your records at credit reference agencies. Details about you will be used by us to make credit related decisions. You can contact us for details of the credit reference agencies used by us and you have a legal right to these details.

**Fraud Prevention and Detection**

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to the Data Protection Officer at Chaucer Syndicates Limited at Plantation Place, 30 Fenchurch Street, London EC3M 3AD or by 0207 397 9700.

**Financial Crime and Money Laundering**

We are obliged to take reasonable steps to safeguard our company and clients against the risk of financial crime. To help us achieve this we may ask you to provide us with additional information relating to you or to any insurance transactions you ask us to carry out for you.

**Law and Jurisdiction**

These terms of business shall be governed by 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.