

Alan Blunden & Company Limited

Terms of Business Issue 7.3



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

DEFINITIONS: “**We/us/our**” means Alan Blunden & Company Ltd. of Baxter Building, 80 Baxter Avenue, Southend on Sea, Essex, SS2 6HZ.

“**FCA**” means Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS. Telephone: 0800 111 6768.

TRADING STYLES: Alan Blunden Insurance Brokers, Cover4, Cover4Caravans, Cover4Letproperty, Cover4Home and Cover4Car are trading styles of Alan Blunden & Company Ltd.

REGULATION: Alan Blunden & Company Limited is authorised and regulated by the Financial Conduct Authority No. 309694. **We** are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies. You can check these details on the **FCA** Register by visiting the **FCA** website www.fca.gov.uk/register or by contacting the **FCA** on 0800 111 6768 or 0207 066 1000. **We** are also authorised by the **FCA** for consumer credit broking. **We** act for a number of lenders. At all times **we** are required to comply with the **FCA's** Principles.

OUR SERVICE: **We** are Independent Intermediaries and act on your behalf in arranging your insurance. **We** offer a wide range of insurance products and have access to leading insurers in the marketplace. When **we** arrange your insurance **we** will inform you of the nature of the service **we** will provide. **We** will provide a personal recommendation to buy the policy obtained from (a) fair analysis of the market (b) from a select panel of insurers (c) from a single insurer, for example **our** Uninsured Loss Recovery and Breakdown products. If a select panel or single provider is used for your quotation, a list of the insurers used will be provided. **Our** service includes 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** can also issue policies on behalf of certain insurers. For your protection calls may be recorded and regularly monitored. When **we** sell you a policy the insurer pays **us** a % commission from the total premium. Some of **our** insurers will pay **us** an additional bonus if a specific profit target is achieved. Please be assured that at no time will the way in which **we** are remunerated conflict with **our** responsibilities to meet your needs and treat you fairly. As insurance brokers **we** generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; **we** will always act honestly, fairly and professionally ensuring your best interests are **our** priority. In certain circumstances **we** may act for and owe duties of care to insurers and/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 and obtain your consent before **we** proceed.

CLAIMS: As part of **our** service **we** will assist you with any claim that you need to make relating to a policy sold by **us**. In certain instances you will be asked to deal directly with insurers claim lines. In **our** experience this makes your claim easier but **we** will always try to assist and advise if you make **us** aware that matters have not progressed to your satisfaction. If you need to make a claim under your policy then please refer to your policy wording for details of how to report the claim. If in any doubt then please contact **us**.

AGENT OF THE INSURER: **We** act as Agent for the Insurer for some of the Insurance Companies that **we** deal with for the purpose of receiving and holding premiums. **We** do not hold claims monies. Where **we** do not act as Agent for the Insurer, **we** will treat monies held as Client Money.

PROTECTING YOUR MONEY: **We** will hold Client Money separate from **our** own money with an approved bank segregated in a client bank account designated as subject to a Non-Statutory Trust. Under a Non-

Statutory Trust, **we** are entitled to use client money to make advances of credit, for example to pay another client's premium before the premium has been received from the other client and to pay premium refunds to a client before such monies have been received from the insurer. **We** act as Trustees of **our** clients' monies and must meet certain legal and regulatory conditions. **We** do not permit a third party to hold or control Client Money on **our** behalf. Your money will be protected at all times because of the requirements of **FCA** rules.

INTEREST ON CLIENT MONEY: Any interest earned on Client Money held by **us** will be retained by **us** for **our** own use.

By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.

CHARGES: In addition to the premiums charged by insurers, additional charges may be incurred to cover the administration of your insurance. The specific charge and purpose of the charge will always be advised to you in advance.

- Adjustment, cancellation, replacement certificate / documents, duplicate certificate / documents up to £50.00
- Renewal administration fee up to £50.00

CREDIT ASSESSMENTS: Some Insurance Companies may be able to offer a reduction off their quoted premiums if you consent to a credit assessment being conducted. These insurers, along with **our** credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify your identity or creditworthiness, to avoid fraud, to obtain beneficial quotes and payment options on your behalf. Each of these searches may appear on your credit report whether or not your application proceeds. Your advisor will offer you this option where appropriate and provide you with further details.

YOUR DUTY OF DISCLOSURE:

Consumers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when you make an amendment to your policy should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

Non-consumer customers: Where **we** arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search. Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

QUOTATIONS AND HOLD COVER: Unless otherwise advised, any quotation given will remain valid for a period of thirty days from the date of issue of the quotation. Cover cannot be assumed until confirmation is received from **us**. All premiums quoted are inclusive of HM Government Insurance Premium Tax (IPT).

HOW TO CANCEL: You may have a statutory right to cancel this policy within a short period. Please refer

to your policy summary or your policy document for further details. If you cancel within the statutory period (where it applies) you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge and **we** may keep an amount that reflects the administrative costs of arranging and cancelling the policy. If you wish to cancel outside this period you may not receive a pro-rata refund of premium. **We** may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of charges).

CONFIDENTIALITY/GENERAL DATA PROTECTION REGULATION (GDPR):

When you visit **our** website or contact **us** directly you will be expecting **us** to provide you with a quotation for an insurance product that you have selected. **We** do not require your consent in order to process the information you provide to obtain quotations on your behalf, as the processing of the information is necessary for the performance of the contract with you, or in your name to enable **us** to take steps to enter into a contract with you. Therefore, by completing **our** online forms or requesting a quotation over the telephone, **we** have a legal basis for processing your personal data to fulfil your needs. **We** collect, use and store your personal information in order to fulfil requests for quotes, products and services as part of **our** insurance broking, claims handling and risk management business. It may also be used to verify your identity and to enable **us** to carry out anti-money laundering and other financial crime checks where required. If you pay by instalments your information may also be used to arrange credit. With your consent, your data may also be used to help **us** assess your ongoing needs, to inform you about products and services that meet those needs, to communicate with you, to administer your account with **us** and to carry out internal data analysis. **We** may monitor calls, emails, text messages and other communications with you. For a full copy of **our** Privacy Notice please visit **our** website or ask a member of **our** staff for a copy.

COMPLAINTS: It is always **our** intention to provide a first class service. However, should you have any cause for complaint, you should in the first instance contact **our** complaints officer at the above address, orally or in writing. Your complaint will be acknowledged promptly advising you who is dealing with the complaint and indicating when you may expect an answer. If **we** are unable to settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR, Telephone: 0800 023 4 567, Email: complaint.info@financial-ombudsman.org.uk. Your insurer also operates a complaints procedure, details of which are in your Policy.

COMPENSATION ARRANGEMENTS: **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. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. The scheme does not apply to Consumer Credit. Further information about compensation scheme arrangements is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited at www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.

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.