

## **LLOYD VINE INSURANCE BROKERS - TERMS OF BUSINESS**

### **OUR FIRMS IDENTITY & CORRESPONDENCE ADDRESS**

Lloyd Vine Insurance Brokers,  
Allston, Allington Lane, Fair Oak, Eastleigh, Hampshire, S050 7DE.  
Tel: 023 80601601 Fax: 023 80601961 Email: [mail@lloydvine.co.uk](mailto:mail@lloydvine.co.uk)  
Authorised and regulated by the Financial Services Authority

### **OUR SERVICE**

In arranging insurance for our customers, we act as an Independent Intermediary. 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 assist you with making a claim.

Please note that our Uninsured Loss Recovery Scheme is not an insurance product and is not covered by Financial Services Authority (FSA) Regulations. We will give you full details of any such arrangements before you make any commitment on any product we offer you.

### **DISCLOSURE**

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. Failure to disclose information pertaining to your insurance, or any inaccuracies in information given, could result in your insurance policy being invalid or cover not operating fully.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

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 1974 you are not required to disclose convictions regarded as 'Spent'.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

If you are in any doubt about whether information is material, you should disclose it.

### **CONFIDENTIALITY AND DATA PROTECTION**

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

We will only use and disclose the information we have about customers in the normal course of arranging and administering their insurances, and will not disclose any information to any other parties without their written consent. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our customers is correct, and shall use it to provide quotations when policies fall due for renewal.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

We may pass information about you to credit reference agencies for the purposes of arranging payments by instalments, and may also pass to them details of your payment record with us. Under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other related queries, you should write to us at the above address.

## **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 INSURER 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.

## **USE FOR MARKETING PURPOSES**

We may use information held about you, to provide you with information about other products and services which we offer, and which we feel may be appropriate to you, by email, telephone, post or other means.

You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address.

## **CLAIMS**

We have no authority to settle claims on behalf of insurers. In the event of an incident occurring which may give rise to a claim under your policy, you should notify the insurer direct as soon as possible using the contact details in your policy document. However, it may be prudent to always contact us in the first instance so that we can advise and monitor the matter for you.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and, in any event, within one working day.

We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all elements of the claim with due care, skill and diligence.

We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss.

If there is any conflict of interest, we shall only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and you have given that consent.

We will forward any payments received from insurers in respect of any claim, to you, without delay.

We will notify you of any request for information we receive from your insurers.

## **COMPLAINTS**

It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet these standards, please contact the member of staff you were dealing with, either verbally or in writing. They will take details of your concerns and we will then acknowledge in writing, advising you of who is dealing with the matter. You are directed to our Initial Disclosure Document (IDD) for further information in this regard and a copy of our full Complaints Handling Procedures is available on request.

## **CANCELLATION RIGHTS (THE MEDIATION CONTRACT)**

The Mediation Contract is the agreement between you and us for the insurance mediation services that we provide to you in respect of your insurance requirements.

Once you have entered into the Mediation Contract with us, you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the Mediation Contract. The duration of this cancellation period is 7 days and commences from either:

\* the day of conclusion of the Mediation Contract agreement; or

\* the day on which you receive the full terms of the Mediation Contract detailing the full contractual terms, conditions and information of the contract;

whichever is later.

To cancel this Mediation Contract within the cancellation period, please write to us at the above address. If you do cancel this Mediation Contract within the cancellation period, you may be charged a proportion of any of our fees that you have incurred.

This Mediation Contract can be cancelled at any time by either party in writing by giving (nn) days notice. If you wish to give notice of cancellation, please write to us at the above address. If we wish to cancel this Mediation Contract we shall write to you at the last known address we have for you on our records.

If you decide to cancel the Mediation Contract with us at any time other than during the cancellation period, we will reserve the right to retain in full any fees that you have paid, though will consider proportionate or total refund dependent on time and work carried out on your behalf to the termination date.

## **PREMIUMS AND FINANCIAL ASPECTS**

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 472004.

We normally accept payment by cash and guaranteed cheque. We also accept a wide range of credit and debit cards. Please ring for details.

You may be able to spread your payments through insurers' instalment schemes, a credit scheme with a third party finance provider, or a facility we have arranged ourselves. We will give you full information about your payment options when we discuss your insurance in detail.

We may keep certain documents, such as your insurance policy documents or Certificate, while we are waiting for full payment of premiums. In these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.

## **RISK TRANSFER**

Premiums that we collect from you are held in an insurance broking bank account specifically used for the purpose of holding client premiums. By virtue of agreements we hold with insurers, we collect premiums as agent of the insurer. Therefore, once we have collected premiums from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer. We will remit the premiums to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers.

## **CLIENT MONEY SEGREGATION (STATUTORY TRUST)**

Premiums that we collect from you will be segregated into and held in a Client Money Bank Account. The client money will be held by us as trustee on your behalf. The Client Money Bank Account is set up as a trust governed by FSA rules. This means that once the client money is segregated into the Client Money Bank Account, it falls into our legal ownership but remains in the beneficial ownership of customers whose premiums are deposited in the Account. If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the client money in the Account according to their respective interests in the client money. The costs relating to the distribution of client money may have to be borne by the trust.

## **INFORMATION ON COSTS**

In addition to the premiums charged by insurers, we normally make the following charges to cover administration of your insurance:

Arranging new policies	£	10.00
Mid term adjustments	£	10.00
Mid term cancellations	£	10.00
Renewals	£	10.00
Replacement/duplicate certificates or cover notes	£	10.00
Setting up credit arrangements for your insurance	£	10.00
Recovering uninsured losses on your behalf	£	10.00

## **RETURN PREMIUMS**

Return premiums usually arise if an insurance risk is reduced or a policy cancelled. On a return premium, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you.

In view of the costs involved, we will not issue any return premium that is less than £5.00 (after deducting reclaimed commission). An amount in excess of £5.00 but less than £10.00 will be held to your credit and can be utilised against any future insurance policy with us.

If a policy is cancelled, we will refund any return premium due (after deduction of the commission and our charge).

## **QUOTATIONS**

All quotations are subject to change in respect of the amount of premium indicated, and/or the terms and conditions that are applied.

## **POLICY TERMS, CONDITIONS AND WARRANTIES**

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

## **RENEWAL PREMIUMS PAID BY INSTALMENTS**

In good time before the renewal of your policy, we shall contact you with the renewal premium and terms for the coming year.

If you have not contacted us before the renewal date, we shall renew the policy automatically on your behalf. If you do not wish to renew the policy, please let us know as soon as possible. We should also advise you to cancel your direct debiting instruction with your bank prior to renewal date.

If it is your intention to renew the policy, no action is required by you, though we would prefer your definitive instructions. The policy will renew automatically. We shall send your new certificate of insurance to you. Please note our fees cannot usually be collected within the premium instalment agreement and in such cases will become due for direct payment at the commencement date of the insurance or ensuing transaction.

## **DISCLOSURE OF COMMISSION**

If you would like to know the amount of commission that we are paid in respect of your insurance contract, this information is available on request.

## **EARNING INTEREST ON CUSTOMERS PREMIUMS**

We hold premiums that you pay to us in a Client Money Bank Account. However unlikely, under FSA Regulations we have to inform you that we may earn interest from the money held in our Client Money Bank Account which may exceed £20 for any one transaction that you make with us. Our policy for the payment of interest is that due to the size of our business, the fact that most premiums (and certainly the larger ones) are paid direct on instalments and that any money received is passed on to your insurers within a month, we retain any such interest. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

## **CUSTOMER MONEY PASSED TO ANOTHER PERSON**

In accordance with FSA Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid us, in payment of an insurance premium, to another insurance intermediary. Typically this would be where another intermediary has a special scheme we are accessing on your behalf. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

## **GOVERNING LAW**

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the (non-)exclusive jurisdiction of the English Courts.

**OTHER TAXES OR COSTS**

Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, nor imposed, by us.