

## Active Insurance Services Terms of Business

### About Us

Active Insurance Services of 154 Bolton Road, Walkden, Manchester M28 3BW. Are regulated by the Financial Conduct Authority (FCA), which sets the standards and rules for the transacting of insurance business (Personal and Commercial) for its members, with you, the customer. We are permitted to act as an independent intermediary as your agent when arranging your insurance. We use facilities from a range of General Insurance Companies and Lloyds Syndicates alike. We will provide an advised service based on the information you provide. To do this we may ask some questions to narrow down the selection of products that we will provide details on. We will carry out this business with you in a fair, competent and transparent way. You can check these details on the FCA's register by visiting their website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0845 606 1234.

Our services include arranging your insurance for motor vehicles i.e. private car, motor bikes and commercial vehicles (e.g. vans, lorries and special vehicles), household, commercial (e.g. shop, office, club, pub, etc.) and travel.

### Quotations / Recommendations

We will advise and make recommendations for you based completely on the information you provide to us, at the time of quotation. Our quotations are guaranteed for 14 days.

### Completion of proposal forms / Statement of Fact Documents

You must check that all the information contained in this/these statement(s) or proposal forms is correct and that the level of cover offered by this policy is appropriate for your needs. If any of the details have changed or are not correct, please contact us immediately. **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 in relation to this 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. Please consult us if you are in any doubt on any aspect of the Statement of Fact / Proposal form. If any of your answers to the questions alter due to changing circumstances during the period of the policy then you should notify your insurer. If you are in any doubt as whether to advise the insurer of changes to your circumstances that may be relevant to the cover, then it is preferable to advise the insurer.

### Credit Search

We use data from a number of sources such as credit reference agencies. This is so we can confirm your identity and give you a quotation. These checks may be carried out at new business and/or renewal stage.

### Policy documents held in trust

Where payments are being made in installments we may hold your policy documents until the balance of payments have been made in full, if required we will provide proof of cover for this period.

### Cancellation Rights

Before deciding to cancel any policy you are advised to seek our advice. The policy can be cancelled at any time throughout its duration. However, should you decide not to proceed with the policy within 14 days of receiving your documents, then you must contact us immediately. Any documentation must be returned to us promptly as refunds cannot be issued until we are in receipt of these documents. Your insurers will make a charge as detailed in your policy documents for the period of cover provided prior to cancellation. In addition, The Active Insurance Services administration fee detailed in your quotation will not be refunded and a cancellation charge equal to the commission lost or 10% whichever the greater plus £30 will also be applied. If discounts were applied at inception of the policy these will also be deducted.

Any other related policies such as motor legal protection or breakdown cover will be cancelled with the main policy and will only be refunded if the policy is cancelled within 14 days of receipt of documents as stated above, and is subject to no claims having been reported. Should a claim occur during the period of cover then full premiums and charges may become payable. Please note that refunds of less than £20 will not be issued.

**Cancellation requests received after the first 14 days will be subject to standard cancellation rates and charges as shown in your documentation.**

When refunds are given they are usually calculated on a "Short Period" scale. This is normally weighted in the Insurer's favour, as their costs are similar whether the policy has run for 1 or 365 days. We and your Insurer also reserve the right to cancel your policy (normally giving a reason for it), should you or any of your appointed representatives act in an uncivilized or illegal manner, or default on payments, or do not provide requested documentation in good time.

**Provision of Documentation**

At each stage of the period of insurance we will require documentation from yourself. You must provide this to us on request from the Insurer, or ourselves as an Agent of the Insurer. We in turn will provide full policy documentation so you can check your policy details, confirm the period of cover and have available any certificates or documentation you must have by law. This also applies to any changes you wish to make to your policy during its period of cover. At renewal time we will notify you of the renewal date, or when cover will end, in time to allow alternative cover to be arranged if necessary. We will inform you of any changes to the policy cover, service or Insurer being offered, explain your responsibilities in the matter and provide any documentation you need by law. We will not withhold any insurance documentation from you without permission, unless the law allows us to do so. If the policy is cancelled, or expires, we will send all documentation you are entitled to receive, if you ask for it.

**Our Charges / Fees**

We will make the following charges for services and expenses incurred on your behalf, or because of your negligence.

1. Stopped and returned cheques £25
2. Duplicate documents of any kind, requested by you £30  
Policy changes during the period of cover £30 \*  
(\* this is in addition to any premium charged or refunded by the Insurer).
3. Payments made by direct debit £25.00. Interest will also be charged by the third party provider, these charges will be included in payments agreed.
4. Instalment Plans attract a variable charge, which is included in the payments agreed.  
Such charges are as follows:  
No charges on deposits paid  
1-3 more instalments following deposit £15 per instalment.
5. Policy fees for new business, renewals, and cancellations are £30 any further fees will be documented on your quotation.
6. Payment by credit card will have a 2% charge to in addition to premiums due.

**Complaints**

We intend to provide you with a high level of customer service at all times. However, if you think you have just cause to be dissatisfied or unhappy about our service or insurance cover, please contact: The Compliance Manager, Active Insurance Services 154 Bolton Road, Walkden, Manchester, M28 3BW or by phone on 0161 702 0301, who will be pleased to help you. A more formalised and detailed complaints brochure will be found with your policy documentation.

We will provide written acknowledgement of your complaint promptly on its receipt, unless a full response is possible in the same period. A Final or Holding response will be provided (or a partial response with an explanation of the current situation and time scales for a full response), within 20 days. A Final response or other response within 40 days.

If after this internal procedure you still remain unsatisfied you have the right to refer the matter to the Financial Ombudsman Service.

The Financial Conduct Authority

25 The North Colonnade  
Canary Wharf  
LONDON  
E14 5HS  
Tel: 0845 606 1234 (consumer helpline)  
Fax: 0207 066 1099  
Email: [consumerhelp@fsc.gov.uk](mailto:consumerhelp@fsc.gov.uk) Website: [www.fca.gov.uk](http://www.fca.gov.uk)

### **Proof of payment**

We will provide you with proof that you have paid any premiums, fees or charges during the period of insurance.

### **How to claim**

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the insurer direct as soon as possible using the contact details provided.

### **Financial Services Compensation Scheme**

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.

Protection is at 100% where claims:

- (a) arise in respect of a liability subject to compulsory insurance; or
- (b) arise in respect of a liability subject to professional indemnity insurance; or
- (c) arise from the death or incapacity of the policyholder due to injury, sickness, or infirmity;

Protection is at 90% where claims arise under other types of policy with no upper limit.

No protection is available for Goods in Transit, Marine, Aviation and Credit Insurance. Contracts of reinsurance are also not protected.

Further information about compensation scheme arrangements is available from the FSCS.

### **The Data Protection Act**

Please be aware that we exchange information with other Insurers through various databases and electronic data interchange applications. This helps speed up the processing of your data by the Insurers and allows checks to be made on that information. It also helps fraudulent claims being made. You should also be aware that all insurers supply details of insurance policies to a database which the police and other Insurers access. This helps detect people who break the law by not taking out insurance. It also helps Insurers pursue claims following incidents.

Details of our information security policy are available on request or [click here](#) to view a copy.

The FCA may ask us to provide it with access to our customer records in order that it may carry out a review of our activities.

The data we hold on our computer about you is copied to a security tape and stored in a safe place each working day. You have a legal right of access to your own personal data held our insurance broking system – this includes paper files as well as electronic ones. You must apply in writing for such information to be copied or printed out, at a charge of £10.

### **Debt Recovery**

If for any reason you default on a payment (installment or account balance) either arranged with us or via a third party credit provider of any kind, and after several reminders the debt remains unpaid, we will CANCEL your insurance policy. We may also employ a debt recovery service. They will inform you that if the debt remains unpaid to us within the following 7 days of contacting you, then the debt becomes theirs. They will make the following recovery charges to you, which you will have to pay in addition to any debt - 10% of the debt or £150 whichever is the greater, plus a fee of £25 for each letter of visit incurred to collect the debt. It is in your interests to pay installments or balances on the agreed

dates to avoid this sort of outcome. If the default persists the debt recovery serviced may seek to have you "blacklisted" with other credit approving agencies.

**Protecting your money**

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your insurance is treated as being paid for), or we hold it in a client bank account on trust for you. We may extend credit to other customers from this account and we may need to transfer your money to another intermediary in some cases. However your money will be protected at all times because of the requirements of the FCA rules. We also reserve the right to retain interest earned on this account.

***By accepting these Terms of Insurance Business you are giving your consent for us to operate in this way.***