

## **Terms of Business Agreement**

### **1 About us**

#### **Freeway UK Insurance Services Limited**

Unit 2, Abbots Park, Monks Way, Preston Brook, Cheshire, WA7 3GH is authorised and regulated by the Financial Conduct Authority (FCA). Our Registration Number is 306626. We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling upon a fair analysis of the insurance market with respect to non-investment insurance policies. We are also authorised by the FCA for Credit Broking where we act for a single lender. At present, we deal with a single insurer for new business and renewals, which you will be informed of during the sales process and in any contractual documents we provide you with. Certain products e.g. Breakdown, Legal Protection and Public Liability (when sold as an add-on) are sold on a non-advised basis. You will be provided with information on which to base your decision to purchase. You can request a list of insurers from whom we select. You can check these details on the FCA's Register by visiting the FCA's website <http://www.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

### **2 Our call charges**

UK local or national call charge dependent upon telephone provider, usually part of an inclusive minutes plan. Calls may be recorded for training and quality purposes.

### **3 Your duty of disclosure**

**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 presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation 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 presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

### **4 How to cancel**

Please contact us immediately if you wish to cancel any insurance policy we have arranged for you. You may have a statutory right to cancel this policy within 14 days. Please refer to your policy summary or your policy document for further details. If you cancel within this period, you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. We may keep an amount that reflects the administrative costs of arranging and cancelling the policy.

If you wish to cancel your policy you will need to provide your cancellation instructions in writing or call us on 01928 520 520. Subject to the cancellation terms of your policy, a refund of premium may be available. Details of any applicable cancellation terms and charges will be found in your policy documents. Our commission and/or fees are fully earned from the date insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy. We may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of fees and charges Section 7). No return of premium is available following cancellation of Breakdown, Legal Protection or Public Liability policies where these are added as a secondary cover to a motor or taxi policy. This will also apply to Breakdown and Public Liability cover sold as a standalone policy. Cancellation of the primary policy will automatically terminate all secondary cover relating to the same vehicle or property.

If you wish to exercise your right to cancel your insurance policy, please send your request in writing to the above address or call us on 01928 520 520.

### **5 Protecting your information**

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent in relation to administering your insurance, and except where law requires us.

Some or all of the information you supply to us in connection with your insurance proposal may be passed to DVLA, insurance and other companies for underwriting, claims, premium collection or debt recovery purposes. They will have access to shared claim databases and credit reference information. For taxi business, we may also validate your records with local authorities. Your data will be held in accordance with the Data Protection Act 1998, under which you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the managing director at the above address.

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment in future. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found by either reviewing our privacy policy on our website (<http://freewayinsurance.co.uk/privacy-policy/>), or by requesting information in writing or over the phone. To provide you with a quote, determine premium rates and assess the most appropriate payment options for you, Freeway and/or the insurer will make checks on the electoral roll and other data through credit reference agencies. The insurance companies do not return any of this information to us on the check they perform. The credit reference agency may disclose that information, and the fact that a search was made, to its other customers for the purposes of assessing the risk of giving credit or granting insurance, to prevent fraud and to trace debtors. A record of the check will be held by the credit reference agency and will be visible to other organisations and in the case of a credit will be included in your credit score. If you choose to obtain quotes through a number of third parties, this may result in multiple searches being visible on your record with the credit reference agency.

We may approach alternative insurers or comparison sites to obtain quotations at renewal of your policy to ensure that we continue to provide the most competitive rate available. Please inform us if you do not wish us to use your data in this way (see our privacy policy).

**6 How to claim**

We have a dedicated claims line for Motor policies.

For Syndicate 218 at Lloyds of London insured policies please call 01928 520522, for all other insurers including ERS and Markerstudy please call Freephone: 0808 1556464

For all other claims 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. If in doubt about whom you should contact, please contact us on 01928 520 520.

**If a claim occurs all outstanding premiums must be paid.**

**7 Fees and charges**

In addition to premiums charged by the insurer, we make some charges to cover our administrative costs:

New Business or Renewal – Non-refundable administration fee of Taxi £50  
 Fleet - up to 10% of the premium  
 Breakdown/Public Liability £5  
 Mid Term Adjustments - £25.00 (fleet £100)  
 Duplicate Documents - £20.00  
 Cancellation - £25.00 + the following percentage of the return premium dependent on your insurer:  
 ERS – 17.5% (with the exception of the ERS' economy and standard schemes which is at 15.5%)  
 Syndicate 218 at Lloyds of London - 17.5%  
 La Parisienne Assurances – 17.5%  
 CBC – 10%

Where a fee or charge is payable you will be advised before you commit to it.

**8 Our Remuneration**

Prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission which we receive. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

**9 Debt Recovery**

You are agreeing by entering into this contract to adhere to the payments terms set by Freeway; If you fail to keep up with your premium payments, any outstanding amount may be referred to our debt recovery agency, Daniels Silverman Ltd. This will incur additional costs, plus VAT at the prevailing rate, to collect the debt and will be added to the debt. By accepting this policy you agree that you will be legally liable to pay this surcharge to Daniels Silverman and that payment of the same can be enforced against you in court.

**10 Premium Credit**

Applications for credit will be passed to Premium Credit Ltd (PCL) who are required to meet responsibilities arising from the EU Consumer Credit Directive (CCD). In assessing your application they will search the public information that a credit reference agency holds about you. The credit reference agency will add details of the search and your application to their record about you whether or not your application proceeds. This and other information about you may be used to make credit decisions about you and undertake checks for the prevention and detection of money laundering. If PCL are not able to provide credit facilities we will be unable to continue cover unless alternative payment arrangements are made.

**11 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 policy is treated as being paid for), or we hold it in a client bank account on trust for you.

We may transfer your money to another intermediary in some cases. However your money will be protected at all times because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

**12 Insurer Security**

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to arrange for alternative insurance cover.

**13 Complaints**

It is our intention to provide a high level of service at all times and treat you fairly. However if you have reason to make a complaint about our service you should contact us either by phone on 01928 520 520, email [myservice@freewayinsurance.co.uk](mailto:myservice@freewayinsurance.co.uk), or in writing to the address in section 1 (About Us). You may be entitled to refer the matter subsequently to the Financial Ombudsman Service (FOS). You can contact FOS by telephone on 0800 0234 567 and further information is available at <http://www.financial-ombudsman.org.uk>. They will expect you to follow the above procedure before contacting them.

For customers who have a policy through Lloyds of London, should you remain dissatisfied with Freeways resolution, you may if you wish, refer your complaint to Lloyds. Further details about Lloyds complaints handling process can be found Freeways website [www.freewayinsurance.co.uk/existing-customers/](http://www.freewayinsurance.co.uk/existing-customers/) (under the tab 'Complaints Procedure').

If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

**14 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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 / 020 7741 4100 or by visiting <http://www.fscs.org.uk>

**15 Block Transfers**

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasion it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

## **Terms of Business Agreement**

### **Law and Jurisdiction**

*These terms of Business shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.*

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

**If a claim occurs all outstanding premiums must be paid.**