

ADVANCE INSURANCE AGENCIES LTD

Terms of Business & Status Disclosure

1 The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. It requires us to give you this document. Please use this document to decide if our services are right for you.

2 Whose products do we offer?

- We offer products from a range of insurers for Motor, Household, Travel and Commercial non-investment insurance contracts. You can ask us for a list of the insurers from which we offer insurance.
- We can only offer Legal Expenses insurance products from single insurer, Kindertons Accident Management (KAM) for Motor & Household, Das Insurance (DAS) for Landlords & Commercial. Motor & Household are given free of charge on all Motor & Residential Household policies. (KAM) administrate Advance Insurance 24 hour 365 days Claims line. **See Claims Procedures on page 2.**

3 Which services will we provide you with & Our Advice

- We are an Insurance Intermediary. Our permitted activities are to arrange, advice on, deal as an agent of insurers, assist in claims handling, help with ongoing changes, and introduce to an insurer/premium finance provider in respect of general insurance policies and consumer credit on behalf of our clients.
- Upon assessment of your requirements, we will make a recommendation for a particular insurance product. Our advice will be confirmed in a demand's and needs statement which will state the reasons for our recommendation. In some circumstances we may not provide you with advice and this will always be made clear to you in our documentation.
- We act as an agent for you in all circumstances, except when handling premiums, when for your own protection, we are agents of the insurer. **See section 10.**

4 Our Remunerations

- We arrange the policy with the insurer on your behalf. For this service, we receive a commission from the insurer, which is a percentage of the total annual premium. We will also charge you fees, depending on the tasks we have performed, and this can be seen in detail on your Statement of Price. You can ask us at any time for details of all our earnings, from whatever source.
- We may receive a share of Profit from Insurers. If received, this will be retained by us in full.
- We receive commission on the balance of premiums financed by the Third Party Finance providers we use, e.g. Creation Consumer Finance Ltd & Close Brothers Premium Finance. This is retained by us in full.

5 What will you have to pay us for our services?

The company reserves the right to charge fees in consideration for the work that it performs. This work is separate from the contract of insurance between the insurer and the insured and any fee will be in excess of and separate from the amount of premium (including tax) charged by insurers. Any fee see below and Commission fees will be disclosed separately from the premium to Advance Insurance.

PERSONAL LINES

New Business:	£100.00
Renewals:	£75.00

Adjustments: SSP Electronic: Additional/Return premiums	£30.00
Adjustments: All Other (Manual): Additional/Return premiums	£45.00
AIA Management Charge (Includes Underwriting & Claims)	£50.00
Duplicate certificate (This could be an insurer's charge)	£30.00
Bounced cheques	£30.00

COMMERCIAL LINES – NEW, RENEWAL & RE-BROKE

£0 - £499 Gross Written Premium	£100.00
£500 - £999 Gross Written Premium	£150.00
£1,000 & Upwards Gross Written Premium	£200.00
Mid Term Adjustments : Additional/Return premiums	£45.00
Commission Fee : New Business & Renewals only	Up to 25%
AIA Management Charge (Includes Underwriting & Claims)	£50.00
Duplicate certificate (This could be an insurer's charge)	£30.00
Bounced cheques	£30.00
Commercial Credit & Debit Cards	At providers %

NB. Due to administration constraints the minimum refund will be £10.00 on any balance due and refunds of premium will be net of loss of commission. On occasion, we may arrange policies with low or nil commission, in which case additional fees may be added. All fees will be advised verbally and/or will be included within the Statement of Price document, before you accept your policy.

Instalment Charges

We use Creation Consumer Finance Ltd (for Personal Lines Insurance) & Close Brothers Premium Finance (for Commercial Lines Insurance) to finance clients who wish to pay by monthly direct debit. We believe this provides the most convenient and cost effective method for a client to manage their debt. Agreements are for a maximum of 10 instalments. Creation Consumer Finance Ltd will charge the customer £10.00 on their 2nd instalment if they fail to return their credit agreement signed.

- Creation Consumer Finance Ltd will cancel all agreements immediately if the client defaults on the first payment, not negotiable, this means the full premium will be due immediately.
- Creation Consumer Finance Ltd will charge the client a £25.00 fee for any default.

Close Brothers Premium Finance have a minimum service charge of £35.00.

- Close Brothers Premium Finance will cancel all agreements immediately if the client defaults on the first payment, this means the full premium will be due immediately.
- Close Brothers Premium Finance will charge the client a £30.00 fee for any default and a £15.00 fee for any cancellation where the loan amount is under £4999.
- Close Brothers Premium Finance will charge the client a £50.00 fee for any default and a £125.00 fee for any cancellation where the loan amount is £5000 and over.

Insurer payment plans may also be available, but could require more than one payment method or plan and may also incur additional administration fees to reflect the additional work involved with individual contracts / plans.

Claim whilst paying on Instalments :- In the event of a fault claim your full premium is still due and will be paid to Advance Insurance within 7 days of the date of the claim.

6 Cancellation

We require your written request by e-mail, text or letter to cancel a policy.

Cancellation Rights up to 14 days and Charges

Any policy contract of less than 1 month duration has no cancellation rights.

Policyholders have the right to cancel their policy within 14 days. Cancellation period starts the later of 1. the day of the conclusion of the contract or 2. the day on which the customer receives all the contractual terms and conditions.

Subject to the following charges

- Insurers Time on Risk Charge. (No refund will be given if a claim has been reported.)
- A.I.A Ltd will charge the full commission due on the contract plus, our fees and a cancellation fee of £20.00 up to a maximum income of £65.00 for any New Business or any Renewal.

Cancellation Charges after 14 days and Charges

There are no refunds on short period policies i.e. up to 1, 3 or 6 months' etc or Road Rescue & Keep Motoring policies. Any 'No Claims Bonus' claimed must be confirmed within 30 days of policy inception else the policy will be cancelled using the following scale;

The refund only applies to insurers premiums, not Fees/Accident Management Charge. (No refund will be given if a claim has been reported.)

- £30.00 plus loss of commission.

Intermediaries Charges are not refundable.

Due to administration constraints the minimum refund on any balance due will be £10.00

For some insurance contracts, insurers will not provide refunds for mid term cancellation of cover. We will advise you of this if it affects you.

You will receive a quotation that will tell you about any other fees levied by any Insurer or Underwriting Agency relating to a particular insurance policy.

7 Termination of Agreement

Our agreement may be terminated by either one of us giving 21 days notice in writing to the other. You will be liable to pay for any outstanding transactions or adjustments prior to termination without any penalty fee as long as these are settled immediately on termination. We will be entitled to retain any fees or commission payable in relation to business transacted prior to date of the termination.

8 Renewal of Contract

We will telephone or write to you in good time before your renewal date, to discuss your renewal terms or in situations where we are not inviting renewal, we will advise you

9 Payment of Premiums and Financial Aspects

We normally accept payment by guaranteed cheque, cash or any of the major debit / credit cards. You may wish to spread your payments through an insurer's instalment scheme or a credit scheme that we have arranged through a third party finance provider. (Refer to Instalment Charges section.) We will give you full details of interest payable (see Statement of Price document). **In the event of a claim the full premium will still be due over the course of your instalment period. Acceptance is subject to a credit check.**

Note: Occasionally premiums are passed to a third party (i.e. another intermediary) we will advise you if your money has been transferred in this manner.

10 Client Money General

The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:

- Any premium money it has received from you to the insurer; or
- Any claims or return premium monies that it has received from the insurer to you.

We are governed by strict rules pertaining to client money, set down by the FCA. Where we hold monies in a client bank account we may earn interest on monies held, which will be retained by us.

- Risk Transfer**

We act as agents for the collection of premiums and payment of claims and refunds of premiums. This means that you will be protected to the extent that any premiums

are treated as being received by the insurer when received in our bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case. As all our scheme insurers grant risk transfer to us, consequently we do not hold or are authorised to hold client money, & our Insurer monies are kept in an Insurer Trust Account set up in accordance with BIBA guidance and FCA approval.

Risk Transfer will apply unless we notify you otherwise. In these circumstances premiums will need to be paid to the insurer directly. We will advise you accordingly.

11 Disclosure

Private Individuals (Consumers) - In accordance with The Consumer Insurance (Disclosure and Representations) Act 2012, you must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give & statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, 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.

Commercial Customers - In accordance with The Insurance Act 2015. **Your attention is drawn to the accompanying Duty of Disclosure & fair Presentation document which sets out a number of your obligations.** If you are a business & your insurance policy is governed by English law, you must, at all times, act with utmost good faith towards your insurer. This means that before your policy is placed at new business, renewal, when varying or extending the policy (& also during the policy period if your policy contains a particular clause stating that any change in the circumstances must be advised to your insurer), you must disclose to your insurer all information, facts, and circumstances which are, or ought to be, known to you and which are material to the risk. When providing information or completing a proposal form or otherwise confirming any information to your insurer, you should take care to ensure that the details provided are complete, accurate & in a format which allows us to provide a clear presentation to insurers.

All Customers - It is important you ensure that all statements you make on proposal forms, statement of facts, claim forms and other documents are full and accurate. If a form is completed on your behalf, you should check that answers shown to any question 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 insurance. If you are in any doubt as to whether any information is relevant, you should disclose it or contact the office and ask.

Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference. A copy of the completed application form (if applicable) will be supplied on request within a period of three months after its completion.

12 Claims Procedures

- For Motor claims telephone the Advance Insurance 24 hour 365 day Claims Line on **0343 504 3264**, or visit the office.
- For Household claims please contact David Fry on 01373 822369 or visit the Westbury office. } **Between 17:30 and 09:00 contact your**
- For Commercial claims please contact Steve Atkins on 01249 463206 or visit the Chippenham office. } **insurer direct see policy booklet for details.**

All claims/incidents must be notified immediately whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately and unanswered.

Failure to do so could negate insurance cover and you may incur costs. You should not admit liability or agree to any course of action, other than emergency measures to minimise your loss, until you have agreement from your insurers

13 Who regulates us?

Advance Insurance Agencies Ltd of 8 Avon Reach, Chippenham, Wilts, SN15 1EE is authorised and regulated by the Financial Conduct Authority. Our FS Register number is 300559.

Our permitted business is advising, arranging, and making arrangements with a view to transactions in non-investment insurance contracts; dealing as an agent in non-investment insurance contracts, and assisting in the administration and performance of a non-investment insurance contract & consumer credit.

You can check this on the FS's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA in the UK on 0300 500 0597 & abroad on +44 20 7066 1000.

14 What to do if you have a complaint

Our aim is to provide all of our clients with an excellent level of service. However, we recognise that there could be an occasion when you do not feel satisfied with the service you have received from us. We take complaints very seriously and with this in mind we have developed a Customer Complaints Procedure which lets you know how we will deal with your complaint or issue. Should you need to make a complaint, please contact our Complaints Manager using any of the following methods:

- In writing or in person: Carlo Frijia, The Complaints Officer, Advance Insurance Agencies Ltd, 8 Avon Reach, Chippenham, Wiltshire, SN15 1EE
- By telephone: 01249 461665
- By email: carlo.frijia@advanceinsurance.co.uk

The Financial Ombudsman Service (FOS) offer eligible complainants a free independent service for resolving disputes. You may contact the FOS by calling their consumer helpline on:

- 0800 0 234 567 (free for people phoning from a "fixed line"), or 0300 123 9 123 (free for mobile users who pay a monthly charge for calls to numbers starting 01 or 02)
- Writing to them at: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
- Emailing: complaint.info@financial-ombudsman.org.uk

Further detailed information about the FOS, including a description of eligible complainants, can be found:

- In our Client Complaint Procedure.
- In the FOS's leaflet 'Your Complaint and the Ombudsman' which we can provide you with, or it is available to download from the Financial Ombudsman Service website.
- On the Financial Ombudsman website: <http://www.fos.org.uk>.

15 Solvency and Compensation

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

We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending i.e. credit broking/lending. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details regarding the FSCS can be obtained from its website www.fscs.org.uk.

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. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. **Consumer credit lending is not covered by the FSCS.**

16 Data Protection

We only collect, use and store your information where we have lawful grounds and legitimate business reasons to do so. We collect, use and store your personal information in order to fulfil requests for quotes, products and services as part our insurance broking, claims handling and risk management business. It may also be used to verify your identity, to administer payments 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. The use of your data is essential for us to check your identity, to enable you to enter into an insurance contract and for the insurance to operate (in the event of a claim, for example). We may also use it to keep our records up to date, to notify you about changes to our service and to help us in developing new products and services. If you do not provide the information required we are unlikely to be able to arrange your insurance and may not be able to provide certain services to you. We may monitor calls, emails, text messages and other communications with you. When you contact us we may keep a record of that correspondence and any information provided to us during that or any subsequent communication. We will not disclose any information to any other parties without written consent, unless required by law or public interest. With regards to marketing, we would like to keep you updated about our relevant products and services by email, SMS and/or telephone. If we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes we will only do so with your consent. Your consent will be obtained specifically at the appropriate time. If you have already consented and wish us to stop using your information for this purpose or any other purpose then please contact us. Please see our Privacy Notice for expanded details.

17 Claims, Underwriting Exchange Register and Motor Insurance Anti-Fraud Register

Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Ltd and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Motor insurance details are also added to the Motor insurance database operated by the Motor Insurers' Information Centre (MIIC) which has been formed to help identify uninsured drivers and may be accessed by the Police to help confirm who is insured to drive. In the event of an accident, this database may be used by Insurers, MIIC and the Motor Insurance Bureau to identify relevant policy information. Other insurance related databases may be added in the future.

18 Ownership and Appointed Representatives

We have trading relationships with firms/individuals who are Introducer Appointed Representatives under FCA regulations. Please ask us for more details.

19 Insurer Credit Checks

To ensure our insurers and credit providers have the necessary facts to assess your insurance risk, verify your identity, to help prevent fraud and to provide you with their best premium and payment options, they may obtain information from third parties at quotation and renewal and in certain circumstances where policy amendments are requested.

This information includes a quotation search from a credit referencing agency. This search will appear on your credit report and will be visible to other credit providers. It will be clear that this is an insurance quotation rather than a credit application by you to pay by monthly instalments.

20 Conflicts of Interest

Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests' or our duty to another party prevents us from discharging our duty to you. Where we become aware of any actual or potential conflict of interest we will inform you of the situation, the options available to you and we will ask for your consent to proceed.

21 Applicable Law

This Terms of Business and Status Disclosure document is subject to English Law.

22 Bribery and Corruption

Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of Bribery Act 2010.

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