



## **TERMS OF BUSINESS**

**Our Service:** Ashley Rodwell Insurance Agencies Limited trading as Ashley Rodwell Insurance of Dorset House, Downend Road, Kingswood, Bristol, BS15 1SE is authorised and regulated by the Financial Conduct Authority (FCA). Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts and credit broking. Unless otherwise advised, we will assess your insurance needs before providing advice or a recommendation to you. We act on your behalf in selecting appropriate products to meet your needs and in assisting you with claims matters. We act as an intermediary in arranging insurance and finance with your providers. Where credit facilities with an Insurer are not taken up, we offer premium finance from one provider as advised to you. We do not guarantee or warrant the solvency of any insurer, should your insurer go in to liquidation, you will need to purchase cover with another insurer at your own cost. You can check our authorisation on the Financial Services Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is 518325.

**Providing information to your insurers:** Your insurance is based upon the information provided to the insurance company. Unless otherwise indicated by the specific insurer underwriting your particular policy, the following circumstances apply. For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid. All other customers must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before arranging or renewing your insurance policy, and throughout the policy period, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it. In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers (anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role). You must also consult with anyone who has particular knowledge about the risk to be insured. Failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid or an additional premium may be incurred.

**Protecting your Personal Data (data)** We are the Data Controller for the data you provide to us. We need to use your data in order to arrange your insurance and associated products and for marketing purposes (please let us know if you would prefer not to receive marketing information from us). You are obliged to provide information without which we will be unable to provide a service to you. We may pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators. We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we have handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113. If you have any queries, please write to Sev Singh-Digpal at the above address.

**Awareness of policy terms:** It is your responsibility to read your policy document to satisfy yourself that the cover meets your requirements. Should you have any queries, or concerns, please contact us immediately.

**Notification of Claims:** We suggest that you contact us in the first instance for help and assistance, as soon as possible after the event. Alternatively, refer to the policy summary or policy document for guidance.

**How to cancel:** You may have a statutory right to cancel your policy within a short period. Please refer to your policy summary or your policy document or renewal notice for further details. If you wish to cancel outside this period cancellation rights will be as detailed in your policy document.

**Our Fees and Charges:** We are remunerated through commission (a percentage of the premium or finance charge) from insurers and premium finance providers. We additionally make charges, payable by you, to cover our administration costs:

Retail Customers: New policies /Renewals – Fees will be notified in advance

Mid-term cancellations - £25.00. Mid-term adjustments/Duplicate documents - £15.00

Commercial Customers: Our fees are determined on an individual basis. You will be advised of our fees before cover commences. You may ask us to explain our earnings on any transaction completed for you.

**Protecting your money:** We hold your money as an agent of the insurer (which means that your insurer will treat the premium as having been paid to them when you pay it to us).

**Complaints Procedure:** It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service please write to Sev Singh-Digpal at the above address or telephone on 0117 960 4101 You may be entitled to refer your complaint to the Financial Ombudsman Service. Further information is available at: <http://www.financial-ombudsman.org.uk/> or by telephone on 0800 023 4567.

**Financial Services Compensation Scheme:** We are covered by the Financial Services Compensation Scheme. 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. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting <http://www.fscs.org.uk/>

**Block Transfers:** In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. On occasions 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 Insurance Business document constitutes both your acceptance that we may do this and your prior request for us so to do.

**Premium Finance:** Please note that, should you choose to pay using a third party premium finance provider, any default on your part may incur additional charges. Should the finance provider cancel the arrangement, following default, they may then invoice us for the outstanding premium. In these circumstances, we may cancel your policy, retain the return premium from the insurer and pursue you directly for any outstanding balance.

**Limit of Liability:** This clause restricts the amount that may be recoverable as a result of our error or omission. Other than injury or death of any person (where no cap on liability will apply), our liability to you for the services we provide shall not exceed £2,000,000 in connection with any one event or connected events.

