

# Anthony D. Evans (Insurance Brokers) & Co. Ltd

## Terms of Business

### Our Service

In arranging insurance for our clients we act as an independent Broker. 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 are Authorised and Regulated by the Financial Conduct Authority number 687442.

Our normal office hours are from 8.00 am to 5.00 pm Monday to Friday and 8.00 am to 12.00 Saturday.

We can also issue policies on behalf of certain insurers.

We act on your behalf in arranging your insurance.

We offer a wide range of insurance products and have access to leading insurers in the marketplace.

For legal expenses we deal with Kindertons for motor and BDElite for household, we have selected these as offering good value and service.

For breakdown cover we deal with RAC, Call Assist and Optimum who we have selected as offering good value and service.

For breakdown cover in respect of Horseboxes and Motorcycle Carriers/Race Vans we deal with Equine Rescue Services, who we have selected as offering good value and service.

### Accuracy of Information

When taking out an Insurance policy, throughout the life of the policy and when you renew your insurance you must answer all questions truthfully, accurately and as carefully as possible. Failure to do so could result in your Insurer cancelling your policy and/or refusing to pay a claim.

It is important all statements made on proposal forms, claim forms and other documents are full and accurate. If a form is completed by us or a third party on your behalf you must check all answers shown are true and accurate before signing the document.

You are reminded it is an offence under the Road Traffic Act to make any false statements or provide information which you know is incorrect.

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

### Public Data Check

Please note some insurers will carry out a public data check before offering a quotation for motor insurance. A public data check does not affect your credit score and will not be visible to a potential lender; however it will be recorded on an individual's credit history. We will ask you when providing a quotation if you consent to this check.

### Recorded Telephone Conversations

For security and for training purposes your call may be recorded and will also be used as proof of the details you have given us to accept your insurance and process any claim.

### 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 088700

We normally accept payment by guaranteed cheque, cash or any of the major debit/credit cards.

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

### Instalments

Providers of Instalment facilities make a charge for this service unless stated otherwise at the time of purchase. The first direct debit may be taken very soon after you submit documents so please ensure that sufficient funds are available. Similarly, if we are awaiting other documents for your insurance the direct debit may be held up and a multiple of instalments may be taken in one month.

If you wish to cancel please tell us and do not cancel the direct debit without informing us as this may result in you appearing on debtors list which we can do nothing to prevent. If you cancel before instalments are complete you are likely to owe money which will have to be paid. If you have made a claim on your insurance, the premium has to be paid in full. Any charges for instalments will be shown on the application form or advised to you in writing.

We will hold monies received from you in a designated Insurance Bank Account. We will remit such monies to insurers in line with our agreements with them.

We will inform you if interest earned from your premium should exceed £20.

### Charges

As Independent Brokers, we are paid commission by your insurance company which is part of the premium paid, details of which are available on request. We may also make the following charges to cover the administration of your insurances:

Arranging new policies up to £30.00

Mid term adjustments up to £30.00

Mid term cancellations up to £30.00

Amendment to start date/policy inception up to £30.00

Renewals up to £30.00

Charge for unpaid Cheques £15.00

Business Credit Card 2%

Roadside Rescue:

• New business £10.00

• Renewals £10.00

### Cancellation Rights

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 14 days and commences from either the day of conclusion of the Mediation Contract; or the day on which you receive the full terms of the Mediation Contract detailing the full contractual terms; whichever is later.

To cancel this Mediation Contract within the cancellation period, please write to us. If you do cancel this Mediation Contract within the cancellation period, you may be charged a time on risk charge.

**Return premiums** (usually arising if an insurance risk is reduced or a policy cancelled)

In view of the costs involved, we will not issue any return premium by cheque that is less than £25.00 (less charges as listed above). An amount less than £25.00 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 (less charge as listed above). You or your authorised agents may cancel this insurance at any time. If there has not been any claim in the current period of insurance, a refund will be made based on the annual premium in accordance with your Insurer's cancellation scale (as per policy booklet).

There is no refund in respect of Roadside Rescue or Breakdown Policies.

### Claims

Any claim must be reported to your Insurers immediately.

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.

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. However, if, at any time, you are dissatisfied with the service we provide, we have a formal Complaints procedure.

You should therefore take the following course of action:

In the first instance, you should discuss this with the member of staff you have been dealing with.

If you remain dissatisfied, please ask to speak to Caroline Rooke. A copy of our complaints procedure is available upon request.

If you remain unhappy and your complaint relates to a contract of insurance, please direct your complaint to the Chief Executive of the authorised insurer, as stated in your policy document.

If we find that your complaint is valid, we will agree with you a mutually acceptable form of redress.

Should you feel the problem has still not been resolved, you may wish to seek referral to the approved Dispute Resolution Facility operated by the ' Financial Ombudsman Service '.

If your query relates to the cover afforded by your insurance policy, you can contact:

The Financial Ombudsman Service  
Exchange Tower

London

E14 9SR

Tel No. 0800 023 4 567

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

By making a complaint, you do not prejudice your rights to any legal proceedings. The parties to a contract of insurance covering a risk situated in the United Kingdom are permitted to choose the law applicable to the contract. 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 jurisdiction of the English Courts.

### Confidentiality & Data Protection

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

We will only use and disclose the information we hold about private individuals in the normal course of arranging and administering their insurance and will not disclose any information to any other parties without their written consent.

We do not pass data on to third parties for marketing purposes. We also will not send you any unsolicited emails. We will only contact you about your insurance or roadside assistance policy with us. We will also request your consent to passing on your contact details to the roadside assistance company or your insurer so they are able to contact you in the event of a breakdown or claim.

Under the Data Protection Act 2018 and General Data Protection Regulation, private customers have a right to see personal information about them that we hold in our records. If you wish to exercise this right, or have any other related queries, you should telephone or write to us at:

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