

Terms of Business Agreement

About Coversure Insurance Services

We are a nationwide group of Independent Intermediaries. Each Coversure office is operated under a franchise agreement. We are authorised and regulated (directly or indirectly) by the Financial Conduct Authority (FCA).

Services We Provide

Our service is described more fully in our Initial Disclosure Document and includes making a personal recommendation on your insurance needs (with the exception of internet sales where no personal recommendation is given); arranging cover with Insurers in accordance with your requirements and helping you with ongoing changes. We act as your agent (except to the extent that Insurers have given us permission to accept cover, issue documents and / or hold money on their behalf) and can offer a wide range of Insurance products based on a fair and personal analysis of the market and from leading Insurers. We may, if appropriate for your needs, place your insurance via Policyfast Limited which is a wholesale insurance intermediary wholly owned by the parent company of Coversure Insurance Services Ltd.

We will also assist you with any claim you may incur and in order to provide a full "one-stop" service, we require customers taking out Motor Vehicle insurance to also pay an additional charge for our claims service – Coversure Claimsline (details are provided in a separate leaflet). A supplementary motor legal expenses policy is included free of charge. This will give you access not only to our exclusive Claimsline service but also to legal representation for pursuing losses which may not be covered by your policy. The cost of the Coversure Claimsline service will be included in the price quoted to you for the Motor Vehicle insurance and shown separately in your documentation. By purchasing motor insurance from us, you authorise Coversure and its agents to take all necessary actions to handle your claim including dealing with your insurers, third parties and their insurers and other service suppliers on your behalf

Completion of Proposal Forms/Statements of Insurance

You have a legal obligation to provide us with accurate information when taking out, amending or renewing your insurance policy. You must also advise us of any changes in your circumstances during the period of cover and at renewal. For example you may move house or change your car. Some changes may reduce your premiums.

The extent of your legal obligation depends on your status – Individual, Company, Partnership, etc – and the type of Insurance. For Private Individuals taking out insurance which is not mainly business related you have an obligation to accurately and honestly answer the questions which we ask you taking care not to make a misrepresentation. All other customers have an obligation to make a fair presentation of the risk, answering any questions which we ask you accurately and honestly and volunteering any other material information not covered by our specific questions.

Fuller details of these legal requirements are set out later in this document. Failure to meet the requirements may result in your policy being cancelled or treated as if it never existed or your claim rejected or not fully paid.

Complaints

If you have any cause for complaint please initially contact the manager at this office at the address shown at the foot of this document.

We will acknowledge your complaint promptly in writing and do our best to resolve the problem quickly, keeping you informed of progress and the measures being taken. In the unlikely event that we have not resolved the complaint within 8 weeks we will write again to explain the reasons and advise when we expect to be able to do so. We will also provide you with information about the Financial Ombudsman Service.

For more information visit www.financial-ombudsman.org.uk.

A full version of our Complaints Handling procedures is available on request.

Should you experience problems in progressing a complaint you may also, if appropriate, contact our Franchisor, Coversure Insurance Services Ltd. Contact details can be found on www.coversure.co.uk. Under FCA regulations they will not be able to deal directly with your complaint but will endeavour to facilitate a satisfactory outcome. If this proves not to be possible, the formal complaint procedures as outlined above will be followed.

Administration Charges

In addition to the premiums charged by Insurers we normally make fixed amount charges to cover the administration of your insurance.

Any charges for New Business or Renewals will be advised to you in advance and confirmed in writing in our Statement of Price.

Our normal charges for other transactions are:

Duplicate certificates	£15
Green cards	£15
Dealing with bounced cheques and other overdue payments	£10

We may also make a charge if you make a change to or cancel your policy. Our standard charges, depending on the type of policy are:

Personal Insurance	
Motor	£100
Property	£50
Other	£25
Commercial Insurance	
Motor	£250
Motor Fleet	£250
Liability	£100
Property Owners	£100
Retail	£100
Other	£50

Any likely variation from these charges will be advised to you when you take out or renew your insurance.

If you cancel a policy mid-term we may also make a charge equal to the amount lost to us in commissions reclaimed by insurers. This will also apply to mid term adjustments which result in a premium refund. If you cancel a policy within a 14 day "cooling-off" period we may make a charge of up to £100 sufficient to cover our reasonable costs.

It is not our practice to make refunds of amounts less than £10.

Commission

We are usually remunerated by commission, calculated as a percentage of the insurance premium and / or loan amount, from the Insurance and / or premium finance (if applicable) providers. You are entitled to ask for details of such commissions and we will be pleased to provide this information on request.

Instalment Plans

We offer various long term instalment plans (re-payable over 9 – 12 months) via Insurers and/or Close Brothers Premium Finance. In these circumstances the charges and other details will be advised to you separately in accordance with the Consumer Credit Act regulations.

In arranging third party premium financing we act as a credit broker and not a lender. We will not provide advice or a personal recommendation in relation to any instalment plan.

Shorter term instalment arrangements may also be available. Please enquire for details.

N.B. It is a term of any Instalment arrangement that you authorise us as your agent to instruct the Insurers to cancel your insurance if any payment under those arrangements is in arrears and not paid on time.

Holding of Monies

Any payments that we receive from you or which need to be refunded to you, will be held for your protection, by Coversure Insurance Services Ltd, in a statutory or non-statutory trust client bank account in accordance with FCA rules. A non-statutory trust account allows Coversure to extend credit to other clients. Any interest earned on this money will be retained by Coversure but is expected to be minimal. Coversure may transfer money to another person such as another broker for the purposes of effecting a transaction on your behalf through that person.

Telephone call recording

For mutual protection and for training, compliance and security purposes, all of our telephone calls may be recorded.

DATA PROTECTION

Please see our separate Data Protection Privacy Notice which explains inter alia:-

1. The purposes for which we will use your personal data.
2. Our legal basis for processing your data
3. The extent to which we may share this data with other parties
4. Your rights under the Data Protection legislation

FRAUD PREVENTION AND DETECTION

To prevent and detect fraud we may at any time:-

1. Share information about you with other organisations and public bodies including the Police.
2. Check and/or file your details with fraud prevention agencies and databases.
3. Undertake credit searches and additional fraud searches

We can supply on request further details of the databases which we use including:-

a) Claims and Underwriting Exchange Register

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) to help check claims information provided and also to prevent fraudulent claims. Under the conditions of a policy you must tell the Insurer about any incidents which may give rise to a claim and these details will be added to the Register.

b) Motor Insurance Database

Insurers will add Motor policy details to the Motor Insurance Database (MID) which is used by the Police and other authorities, amongst others, to establish whether valid insurance is in force.

c) Driver and Vehicle Licensing Agency (DVLA)

Insurers may use your driving licence number to confirm with the DVLA your licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to inception and throughout the duration of your policy. This should not show a footprint against your licence.

CREDIT SEARCH

To make sure you get the best price and terms for your Insurance, we will use the widest possible range of Insurers available to us including some who now carry out searches of their own to protect customers from fraud and to verify identity. They do this using publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations to whom they may need to pass some of your personal information. Their search will appear on your credit report whether or not you take out or renew a policy with them.

As well as these searches, some Insurers may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not you take out or renew a policy with them.

CUSTOMER DISCLOSURE OBLIGATIONS

All customers have a legal obligation when taking out, amending or renewing insurance to provide accurate and truthful information. This is to assist Insurers to accurately assess the risk and the premium to be charged. As your broker we will guide and assist you in providing this information but need to remind you of your legal obligations. These vary depending on the types of contract which fall into two categories:-

Consumer contracts

These are policies taken out by private individuals (i.e. not companies or partnerships) for purposes which are not wholly or mainly related to their business, trade or occupation. In other words Personal Insurances such as House, Private Car, Travel, Caravan, etc.

Non-Consumer contracts

Any other insurance contracts. These will typically be Business insurances such as Commercial Vehicle, Taxi, Motor Trade, Motor Fleet, Shops/Offices, Public/Employers Liability, Property Owners, etc.

Consumer Contracts

The law in relation to these contracts is the Consumer Insurance Act (2012) which came into force on the 6th April 2013. Under this statute you have a duty to take reasonable care not to make a misrepresentation to the Insurer.

In practice this means that you must answer the Insurer's questions (which we will normally ask on their behalf) honestly, carefully, fully and accurately. You do not though have an obligation to volunteer information where a question has not been asked.

In the event of a misrepresentation the Insurer has various remedies depending on the nature of the misrepresentation. If it is honest and reasonable the Insurer has no remedy and must pay any legitimate claims. If it is careless and you ought to have known the information and failed to disclose it, the Insurer has remedies based on what they would have done had the question been answered accurately and completely. This could include voiding the policy from inception but it more likely to involve reducing claims proportionately or retrospectively applying policy terms including additional premiums. If it is deliberate and reckless the Insurer may treat the policy as if it does not exist and decline all claims.

Non-Consumer Contracts

The law in relation to these contracts is the Insurance Act (2015) which came into force on the 12th August 2016. Under this statute you have a duty to make a fair presentation of the risk to the Insurer.

In practice this means that you must answer the Insurer's questions (which we will normally ask on their behalf) honestly, carefully, fully and accurately. In addition you should disclose any other material circumstances not covered by the Insurer's questions.

Material circumstances are those which would influence the judgement of the Insurer in deciding whether to accept the risk and if so on what terms. A fair presentation includes every material circumstance which you know or ought to know. Or, failing this, providing sufficient information to put the Insurer on notice that they need to make further enquiries of you.

In identifying the material circumstances which you need to disclose, you are expected to make a reasonable search of the information available within your business. This includes information known to your senior management (if applicable) and any others involved in buying the insurance. You are not required to disclose information already held by or known to the Insurer or which they would reasonably be expected to know.

The information you provide is expected to be reasonably clear and accessible to the Insurer. Representations of facts should be substantially correct and statements of belief should be made in good faith.

In the event that you do not make a fair presentation of the risk, the Insurer has various options under the Act which will usually be exercised at the time of any claim.

1. Deliberate or reckless failures

The insurer will be able to avoid the contract, refuse all claims and keep any premiums

2. Not deliberate or reckless failures

The Insurer has a proportionate remedy. If they would have imposed different terms, the policy can be treated as including such terms. If they would have charged a higher premium, the Insurer can proportionately reduce the amount it pays on a claim. If they would not have accepted the risk they can void the contract but must return any premiums.

In both cases the Insurer has to prove that, had they received a fair presentation of the risk, they would not have entered into the contract or would have done so on different terms.

Data Protection – Privacy Notice

Introduction

We recognise our responsibility to treat your personal information with care and to comply with all relevant legislation, in particular the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR). – the legislation
This notice covers our requirement to provide you with information on how and why we use your personal data and of your rights under the legislation

Data Controller

For the purposes of the legislation the Coversure office which provided you with a quotation and/or administers your insurance policy is the main “data controller”. Joint controllers are the franchisor Coversure Insurance Services Ltd and Datamatters Ltd which is an IT company wholly owned by Jensten Group Limited. Collectively these firms will process your personal data for the purposes set out below. The contact details for all three are shown at the foot of this notice.

As explained later, your data may be passed to other parties, including Insurers, for the purposes of arranging your insurance. These parties could also be data controllers and where necessary will issue their own Data Protection Privacy Notice and/or make them available on their websites.

Personal Information

We will use personal information about you mainly to:-

- Provide you with a quotation from Insurers
- Arrange and administer your policy if you buy one through us
- Arrange Premium Finance/Consumer credit if required
- Inform you about our products and services
- Statistical analysis

Some of the personal information we ask you to provide may be sensitive (special category) as defined in the legislation. For example you may have to give us information about medical history, criminal convictions or driving offences. We are allowed by the legislation to collect such information for insurance purposes without specific consent but it will only be used for the purposes set out above. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and that we may use their personal data in the same way as your own as set out in this notice.

Legal Basis for processing your Personal Information

We are required to have a lawful basis (as defined in the legislation) in order to process your personal data and the relevant bases which we use are show in the table below.

Purpose of processing	Lawful Basis
Providing quotations; arranging and administering insurance policies	Necessary for the performance of an insurance contract
Arranging Premium Finance/ Consumer Credit	Necessary for the performance of a consumer credit contract
Provision of information on products and services (Marketing)	Our legitimate interests or your explicit consent
To notify you of changes in our service	Our Legal and Regulatory obligations
To prevent and detect fraud, money laundering and other financial crimes	Our Legal and Regulatory obligations
To meet general legal or regulatory obligations	Our Legal and Regulatory obligations
Statistical analysis	Our legitimate interests – to refine and enhance the products and pricing which we can offer

Marketing

We may contact you by email, text, telephone, mail or other agreed means to keep you up to date about our products and services and those of other companies that might be of interest to you.
The legislation allows us to do this in our own commercial interests for certain communications with previous customers. In other circumstances we can only do so with your explicit consent. In all cases you can opt out from receiving such communications at any time.

Disclosure of your Personal Information

As a necessary part of providing you with the services described above or in our own legitimate interests we may need to disclose your personal data to other third parties. These include:-

- Jensten Group companies
- Coversure Claimsline (our claims management agent)
- Premium Finance companies
- Computer bureaux/Software Houses
- Insurers
- Other Insurance Intermediaries
- Insurance Industry databases
- Government databases
- Credit agencies
- Regulatory authorities
- The Police and other law enforcement bodies

Automated decision making and Profiling

For our on-line Quote & Buy systems we carry out automated decision making to decide whether we can provide insurance to you and at what price.
For all our quotation systems we may use external data from Credit agencies, Electoral Roll, etc. to help in decision-making on pricing and risk acceptance. This may be regarded as “profiling” as defined in the legislation.
The legislation for both of these requires safeguards in the event that they have a legal or similarly significant effect on individuals. We do not consider that our processing poses such risks but you have rights to further information on these processes as explained below.

Retention Period

Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the period will be for a maximum of 7 years following the expiry of an insurance contract unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

International transfers of data

We may transfer your personal data to destinations outside the European Economic Area (EEA). Where we do we will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

Under the legislation you have the following rights in relation to our processing of your personal data:-

1. The right to be informed about how we use your personal data (This Privacy Notice)
2. The right to see a copy of the personal information we hold about you. (In most cases this will be free of charge)
3. The right to have personal information rectified if inaccurate or incomplete.
4. The right of erasure of your personal information where there is no compelling reason for its continued processing
5. The right to restrict processing in certain circumstances e.g. if its accuracy is being contested.
6. The right to data portability which, subject to certain conditions, allows you to obtain and reuse your personal data across different services
7. The right to object to certain processing including for the purposes of direct marketing
8. Rights to information in relation to automated decision making and profiling.

Complaints

If you have a complaint about how we use your personal information please contact us at the address below. You also have the right to lodge a complaint with the Information Commissioner’s office at any time.

Contact Us

For further information on this Privacy Notice, to access your personal information or to exercise any of your other rights, please contact your Coversure office or write to Coversure Insurance Services Ltd, Coversure House, Vantage Park, Washingley Road, Huntingdon, Cambridgeshire, PE29 6SR.