

## **HUMBERGROVE INSURANCE - TERMS OF BUSINESS AGREEMENT**

### **GENERAL INFORMATION - HOW TO CONTACT US**

Humbergrove (UK) Limited t/a Humbergrove Insurance  
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Herts  
AL5 4ST

Tel 01582 769696

Fax 01582 460564

[k.oxley@humbergrove.co.uk](mailto:k.oxley@humbergrove.co.uk)

Humbergrove Limited t/a Humbergrove Insurance  
26 Bennetts Gate  
Hemel Hempstead  
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Tel 01442 268567

Tel 01442 235153

Fax 01442 250736

[a.oxley@humbergrove.co.uk](mailto:a.oxley@humbergrove.co.uk)

Our usual opening hours are 9.00 am to 5.00 pm, Monday to Friday, and 9.00 am to 12.00 noon on Saturdays. Please refer to our 'Handy Hints' overleaf for Christmas, New Year and Easter opening times.

Humbergrove (UK) Limited and Humbergrove Limited both trade as Humbergrove Insurance and act as Independent Intermediaries. Further information relating to Humbergrove (UK) Limited, company registration number 4725466, and Humbergrove Limited, company registration number 4725467, can be found at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or by phoning Companies House on 0303 1234 500.

Our website [www.humbergrove.co.uk](http://www.humbergrove.co.uk) provides general information regarding Humbergrove Insurance and some of the products that we offer. If you visit our website, please ensure that you have the appropriate anti-virus software installed on your system to detect or prevent infection from these sources.

### **THE FINANCIAL SERVICES AUTHORITY**

The Financial Services Authority (FSA) is the independent watchdog that regulates financial services. If you wish to find out more about the FSA please contact their website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or telephone them on 0845 606 1234. Humbergrove (UK) Limited t/a Humbergrove Insurance is authorised and regulated by the FSA under reference 303952. Humbergrove Limited t/a Humbergrove Insurance is authorised and regulated by the FSA under reference 303951. Our permitted business includes advising, arranging, dealing in and assisting with the placing and administration of all types of General Insurance.

### **OUR SERVICE**

We offer products from a range of Insurers for motor car, commercial vehicle, motorcycle and household insurance representing a fair analysis of the market. We only offer products from a limited number of Insurers for complex commercial, fleet, mini-fleet, taxi, motor trade, goods in transit, classic car, caravan, working from home, property owners, shops, offices, hotels, restaurants, public houses, guest houses, liability, directors and officers, professional indemnity and travel insurance. We only offer products from a single Insurer for gap, event, uninsured loss recovery, legal expenses, boomerang tag, keep motoring and motor breakdown insurance. On occasion, if we are unable to match your requirements, we may use a sub-broker. This is another broker who may have access to facilities and schemes that we do not usually use. Any sub-broker also has to be FSA authorised and regulated. A list of the Insurers we use are available on request.

Our service to you includes identifying your insurance needs, making recommendations and arranging insurance to meet your requirements. If we cannot meet your exact requirements, we will explain to you the difference in policy cover. We will also provide you with the relative cost of the types of insurance that we recommend and we will explain the key features of the insurance proposed including the essential cover, excesses and benefits of the policy including information regarding the insurance company that we are recommending. We will explain any significant or unusual restrictions, limitations, exclusions, conditions or obligations and confirm the period of insurance cover. The reason for our recommendation will be confirmed within a Demands and Needs statement. A Demands and Needs statement will then be re-issued to you at your renewal date.

We will administer your policy; help you with any ongoing changes you need to make to your policy and provide assistance with claims.

Our staff undertake regular training to ensure continued high levels of competence.

Our advertising and our communication with our customers must be clear, fair and not misleading.

Quotations are valid for 30 days from the date that the quotation is given.

The English language will be used for all communications, the contractual terms and conditions and any information we are required to supply to you before and during the duration of the contract. Humbergrove Insurance undertakes its activities as an Insurance Intermediary in accordance with the laws of England and Wales.

## WHAT YOU WILL PAY FOR OUR SERVICES

We receive a commission from the Insurer with whom we place your business and in addition, we normally make the following charges to cover the administration of your insurance:

- Up to £30.00 for arranging a new policy.
- Up to £30.00 for mid-term policy adjustments.
- £10.00 for duplicate documents when our records show that documents have already been sent to you. The motor 'Certificate of Insurance' is always enclosed within a bright yellow holder and should be easy to find.
- Up to £30.00 on renewal premiums.
- £20.00 for providing access to your file - see 'Confidentiality and Data Protection'.

If you cancel a policy during the 14 day cancellation period, we will deduct a charge of up to £20.00 from your refund in addition to any premium charged by the Insurer for the period of cover provided.

If you cancel a policy after the 14 day cancellation period, please see section 'policy cancellation - after 14 days' as this contains a table of percentages of the premium that you will pay, as a minimum, if you cancel your policy part way through the insurance year where a claim has not occurred.

We are obliged to provide you with a full breakdown of any insurance premium along with details of any charges, including Insurance Premium Tax (IPT). This information will be detailed within your payment receipt. We will inform you if we are making an administration charge.

You are entitled, at any time, to request information regarding commission that we have received for arranging your insurance.

## DISCLOSURE OF INFORMATION

You have a duty to provide information to the best of your knowledge. English law states that all information or every circumstance is 'material' if it "would influence the judgment of a prudent Insurer in fixing the premium or determining whether he will take the risk". This means that you must give an Insurer accurate information so that they can assess the risk and decide if they wish to offer insurance to you or, in some cases, offer insurance to you at an increased premium.

It is your responsibility to provide complete and accurate information to Insurers when you incept your insurance policy, throughout the life of your policy and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, statement of facts, claim forms and other documents are accurate. Any inaccuracies could result in non-disclosure of important information that could invalidate the policy and could mean that part or all of a claim may not be paid. For example, all previous accident, fire, malicious damage, theft and attempted theft claims must be disclosed, along with information relating to all motoring or criminal convictions or any health issues. Any incidents must be disclosed regardless of blame or whether covered by insurance or not.

If you claim discounts under your policy you must adhere to the Insurers requirements and restrictions. For example, you are claiming that your car is garaged at all times when kept at your home address. As a discount has been given for this and the quotation was given by the Insurer on this basis, there could be serious ramifications if the vehicle is then stolen from outside your home address. This would also apply if you were claiming a 4,000 annual mileage limit, for example, and following a claim it was discovered that your mileage was 12,000 per annum. Claiming for discounts that you are not entitled to may invalidate the policy and could mean that part or all of a claim may not be paid.

If you fail to disclose any information or change in circumstances to your Insurers, which could influence the cost or their decision to accept your insurance, this could invalidate the policy and could mean that part or all of a claim may not be paid. Some examples would be a change of your occupation, a change in the usage of your vehicle or if you decide to modify the vehicle.

Please be aware that some customer information is stored on databases so that Insurers may exchange information with other Insurers.

Your vehicle information is recorded on the Motor Insurance Database. The primary purpose of this database is to provide the Police with information to identify uninsured drivers. For more information visit the Motor Insurers' Bureau at [www.mib.org.uk](http://www.mib.org.uk)

## ADJUSTING YOUR POLICY

We always aim to deal with mid-term policy adjustments promptly and will provide you with written confirmation of any changes to your policy.

When an Insurer accepts a policy, they accept the policy details given to them at the inception of the policy. If you then ask an insurance company to amend your policy, this may not be acceptable to them. For instance, you may wish to change to a higher grouped vehicle or you may wish to add a young or inexperienced driver to your policy. You may have a household policy and decide to run your business from home or turn your property into a Bed and Breakfast. In some cases, we may then have to change your insurance to an alternative Insurer.

To finalise the issue of your mid-term adjustment you must also comply with our requests for documents, such as, providing a copy driving licence, returning an additional drivers form, proposal form, statement of fact or providing evidence of vehicle security and the payment of any additional premium.

## **HOW WE TREAT YOUR PAYMENTS MADE TO US**

Under the terms of our agreement with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agents of the Insurer. In addition, you have the protection of insurance companies accepting that monies paid to us are treated as being received by them (Risk Transfer).

## **PREMIUM PAYMENT OPTIONS / DIRECT DEBIT PAYMENTS**

Humbergrove Insurance accepts payment by Cash, Cheque, MasterCard, Visa, Visa Electron, Maestro and Solo.

If you wish to spread your payments we can usually offer a direct debit facility. This is at our discretion, as some policies cannot be paid by direct debit. If you proceed with this option then payments must be made through your bank account. The APR is available on request. A schedule of payments will be provided. The payment dates and amounts will be confirmed by the premium finance provider.

**Your policy cover will cease if you fail to keep up payments on an installment agreement or premium finance facility related to it. You should not opt for this method of payment unless you can afford the payments.**

If your policy is already being paid by direct debit and falls due for renewal please refer to your renewal letter for full details.

## **CLAIMS PROCEDURE**

Although most Insurers now have claim line numbers, to enable claims to be reported directly to them, they do not always let us know if a claim has been reported to them. Please always let us know if you have been involved in an incident. This will help us to provide you with an accurate renewal quotation.

We are here to advise you on how to best deal with a claim and we must offer advice in a prompt and fair manner and handle the claim with due skill. To assist with motor claims, we have listed within the bright yellow 'Certificate of Insurance' holder, things to do 'in the event of an accident'.

As a result of the Woolf Report several steps have been taken to improve response times for claims handling within the legal system. This especially relates to injury claims involving motor vehicles. It is therefore essential that all claims correspondence is dealt with urgently. If you are found to be the cause of a delay you could be held responsible if unnecessary costs are incurred.

Please be aware that most insurance companies will not allow any refund of premium if you request cancellation of your policy and a claim, which has happened within the last insurance year, is still outstanding or has not been settled in your favour. In these circumstances, if you are paying by direct debit the balance of the annual premium must be paid in full.

## **YOUR RIGHT TO CANCEL YOUR POLICY - WITHIN 14 DAYS**

You have a legal right to cancel your policy, for any reason, within 14 days of receiving the full policy terms and conditions. This facility will not apply to some short term travel insurances policies or commercial insurance policies but you will always be advised where the Right to Cancel applies.

If you cancel a policy you must advise us in writing prior to the expiry of the 14 day cancellation period. Your insurance company will make an appropriate charge for the time on cover providing no claims have been reported. Please refer to us if you require any further information as charges vary. We will deduct an administration fee of £20.00 from your refund.

Please be aware that most insurance companies will not allow any refund of premium if you request cancellation of your policy and a claim, which has happened within the last insurance year, is still outstanding or has not been settled in your favour. In these circumstances, if you are paying by direct debit the balance of the annual premium must be paid in full.

## **POLICY CANCELLATION - AFTER 14 DAYS**

Please contact us if you wish to cancel a policy. You may be asked to return some documents or you may be asked to confirm the request in writing. We will arrange for cancellation of the policy as quickly as possible.

If you cancel a policy that is being paid by direct debit please ensure that you cancel the direct debit at the bank. Your Insurers or premium finance providers will write to you if you have underpaid or will send you a cheque or credit your account if you have overpaid. You must still let us know if you wish to cancel your policy as just canceling the direct debit does not automatically cancel the policy.

Please be aware that most insurance companies will not allow any refund of premium if you request cancellation of your policy and a claim, which has happened within the last insurance year, is still outstanding or has not been settled in your favour. In these circumstances, if you are paying by direct debit the balance of the annual premium must be paid in full.

Shown below is a table of charges that you will pay, as a minimum, if you cancel your policy part way through the insurance year where a claim has not occurred.

<b>Time on cover up to</b>	<b>1m</b>	<b>2m</b>	<b>3m</b>	<b>4m</b>	<b>5m</b>	<b>6m</b>	<b>7m</b>	<b>8m</b>	<b>9m</b>
<b>% charge of annual premium</b>	30%	40%	50%	60%	65%	75%	85%	95%	100%

Please note that there will be no refund of premium following the cancellation of a gap, travel, event, boomerang tag, keep motoring, motor breakdown, uninsured loss recovery or legal expenses insurance policy.

If we have to cancel a policy due to non-payment or your failure to supply documents we will confirm our actions in writing to you. Always remember that it is an offence under Section 143 of the Road Traffic Act of 1988 to use, or allow another person to use, a vehicle on the Public Highway without adequate Insurance cover.

## **CONFIDENTIALITY AND DATA PROTECTION**

We will treat your personal information as private and confidential to us and anyone else involved in the normal course of arranging and administering your insurance, even if you are no longer a customer. We will not give anyone else any personal information except on your instructions or authority, or where we are required to do so by law, or by virtue of our regulatory requirements. We may use information we hold about you to provide information to you about other products and services, which we feel may be appropriate to you. Under the Data Protection Act of 1998 you have the right to see your personal file. Please contact us for an appointment if you wish to have your file made available for inspection.

For further general information contact the Information Commissioner's Office on 08456 306060 or visit [www.ico.gov.uk](http://www.ico.gov.uk)

## **THE FINANCIAL SERVICES COMPENSATION SCHEME**

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS administer the UK's statutory fund of last resort for customers of authorised financial services firms, like ourselves. The FSCS can pay compensation if an authorised firm is unable or is likely to be unable to pay claims made against it, usually because it has gone out of business or is insolvent.

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 insurance such as motor insurance and employers' liability insurance, insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further details of the FSCS are available on request.

## **WHAT TO DO IF YOU WISH TO MAKE A COMPLAINT**

Our complaints procedures will be explained to you when taking out your policy. Our customer needs are paramount and we hope that buying insurance from us will be a pleasant experience, but if you are unhappy with any aspect of our service or advice then you should write, in the first instance, to Kevin Oxley at our Harpenden office with full details of your complaint. We will then provide you with a copy of our full complaints procedure.

Any complaint will initially be acknowledged within five working days, then investigated fully and handled fairly and promptly. We aim to make a final response to you within eight weeks or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded in writing and will track the progress of the complaint and the responses of that party.

We will write to you with our decision as to whether we are rejecting or upholding your complaint and if the complaint is upheld, we will write to you with our proposals to resolve the situation. If you are not satisfied with the outcome of your complaint then you may wish to write, within six months of our final letter, to:

Financial Ombudsman Service (FOS)  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

for an independent assessment and opinion. Alternatively, telephone the FOS Consumer Helpline on 0845 080 1800.

All complaints and disputes will be governed in accordance with the Laws of England and Wales.

If you require any further assistance or additional information please do not hesitate to contact us. We are here to help. 01/10