

## TERMS & CONDITIONS

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### WHO WE ARE AND WHO REGULATES US

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Peter Best Insurance Services (PBIS) is an independent insurance intermediary; our registered address is Tollgate House, 96 Market Place, Romford, Essex, RM1 3ER. We are authorised and regulated by the Financial Conduct Authority (FCA). Our firm's reference number is 307045. You may check this by visiting the FCA website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768. Our permitted business is arranging, advising, dealing as agent and assisting in the administration of non-investment insurance contracts.

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### LAW AND LANGUAGE

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The Terms and Conditions are subject to English Law and the jurisdiction of the English Courts. 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(s)

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### ACCEPTANCE OF THESE TERMS

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By asking us to quote for, administrate and arrange your insurance policy you are providing your agreement to be bound by our terms and conditions.

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### OUR SERVICE AND PRODUCTS

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We offer products from a panel of insurers and intermediaries, that we select as appropriate for the cover you require. You may request details of the panel we use. Sometimes we will only approach one or two insurers.

We will advise and make a recommendation for you after we have assessed your needs.

We will arrange your insurance cover and assist you with any ongoing changes you have to make.

We can also assist you with making a claim or we may outsource claims handling facilities to give you an enhanced service.

Some policies that we offer can be purchased online. Policies purchased through our online facility are offered on a non-advised basis; you will not receive a recommendation or advice from us and you will need to make your own choice regarding the suitability of product(s) offered and how to proceed.

Products purchased online will be from a single insurer for each type of business.

Some policies we administrate may be operated under a Delegated Authority Scheme. This means we act as the agent of the insurer in respect of underwriting and binding the risk.

Our authority can also change from time to time for example, if you use our services to apply for insurance we act as your agent but act as the insurers agent for passing refunds to you.

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### ADDITIONAL COVERS

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We only offer some products from a single insurer for breakdown cover, motor legal expenses, non-motor legal expenses, gap insurance, gadget, goods in transit, vehicle replacement, mis-fuel cover, windscreen cover, excess reimbursement, helmet & leather cover, home emergency and travel insurance. If you purchase additional covers you should refer to the policy information we send you, as it will explain the terms and conditions of the contract and your cancellation rights. A refund may not be available if Additional Covers are subsequently cancelled after the statutory cooling-off period.

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**COMPARISON WEBSITES**

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You may have used a Comparison Site before proceeding with any purchase. Some insurance comparison websites may ask you fewer questions in order to speed up the quotation process, and they may also make a number of assumptions about you. Always make sure that you check the details we hold about you to ensure they are correct as any discrepancies could affect your cover or your insurers decision to meet a claim.

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**DATA PROTECTION AND PRIVACY POLICY NOTICE**

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We want you to be confident that we take data protection and your privacy seriously. As a regulated company and data controller we are responsible for the security and management of the personal information we hold about an individual. That's why we have invested in our systems and processes to ensure that the way we collect, use, share, and store your information meets the legal, regulatory and our own standards.

Our Privacy policy notice explains how we collect, use and store your personal information (including any personal information given to us about other people named on the policy, quote or claim) when you use our services or contact us.

You (including anyone named on your quote or proposal or policy) must read our Privacy policy notice.

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**WARNING: YOUR DUTY TO GIVE INFORMATION**

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If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) you must take reasonable care that all statements you make or any answers you give to all questions put to you about your proposed insurance are provided fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you discuss this with us. Once cover has been arranged, you must immediately notify us of any changes to the information that has been previously provided.

Failure to provide correct information or disclosure of false information could result in:

- cancellation of your policy and your insurer will refuse to pay any claim, or
- Your insurer may not pay any claim in full, or
- Your insurer may revise the premium and/or change the compulsory excess, or
- the extent of your cover may be affected.

If you (or anyone acting on your behalf) are a commercial customer (i.e. buying insurance mainly for purposes related to your trade, business or profession) you must make a fair presentation of the risk to us. This means you must:

- 1) disclose to us every material circumstance which you know or ought to know or sufficient information to alert us that we need to make further enquiries; and
- 2) disclose your information in a reasonably clear and accessible manner; and
- 3) ensure that any material representation as to a:
  - a. matter of fact is substantially correct; and
  - b. matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence the judgement of a prudent insurer in determining whether to take the risk and, if so, on what terms. This duty also extends to any variations or changes you wish to make.

If you fail to make a fair presentation of the risk this could affect the extent of your cover or could invalidate your policy. If you make a deliberate or reckless misrepresentation your insurer will be allowed to void your policy, which means that claims will not be met.

If a misrepresentation is deemed to be not deliberate or reckless then your insurer:

- might avoid the policy and return the premium
- might apply different terms if it would have accepted the risk but on different terms
- might reduce the amount paid on your claim if it would have accepted the risk but at a higher premium

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**YOUR INSURANCE POLICY**

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You must thoroughly read all insurance documents issued to you and ensure that you are aware of the cover, limits, exclusions and other policy terms that apply. Particular attention should be paid to any warranties precedent to the contract and policy conditions, as failure to comply with them could invalidate your insurance cover. A breach of any terms, conditions and warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

If a proposal form, statement of fact or other declaration is completed on your behalf, it is your responsibility to check that the answers given to all questions are true and complete. You should also keep copies of any correspondence you send to us or direct to your insurers. Failure to correct, update or notify us of any changes to your information could invalidate your insurance cover

If you are unsure about what information you should disclose (or any other matter) you should contact us for guidance.

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**HOW WE ARE PAID**

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We are either paid:

- a percentage of the premium due to the insurer for the insurance policy (a commission or brokerage); or
- a charge (see below); or
- a combination of both

If the type of policy we sell reaches specific profit targets insurers may also pay us an additional bonus. These are often referred to as profit share or volume over-riders.

We also receive commission for arranging finance agreements for the payment of insurance premiums and we may also receive a commission or fee for passing introductions to other professional firms.

We may also receive payment from our service providers for distributing their products.

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**DISCLOSURE OF COMMISSION – (COMMERCIAL CUSTOMERS)**

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You are entitled, at any time, to request information regarding any commission, which we may have received as a result of placing your insurance business.

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**PAYMENT FOR OUR SERVICES**

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In addition to the premium charged by insurers we reserve the right to make the following non-refundable service charges (shown below).

Please be aware that charges may also apply for any additional contracts or services you arrange including premium finance arrangements (full details can be found in the contractual documentation that is issued to you).

New Business	Our service charge will be set-out before you buy and then confirmed in the documents we issue to you.
Renewal	Our service charge will be set-out when we invite your policy for renewal, and also confirmed in your renewal documents.
Cancellation within 14 days of purchase	£35.00
Cancellation outside cooling off period	£55.00
Cancellation due to non-receipt of documents	A further £20 will be added to the cancellation charge set-out above
If your policy is declared void or is cancelled due to non-disclosure or misrepresentation	£100.00
Failed Card or Cheque Payment	£20.00
Refunds issued by cheque	£20.00

Any changes to existing policies	£25.00
Debt administration charge	£50.00

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#### **PAYMENT, PREMIUMS AND CLIENT MONEY**

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We are permitted to act as a credit broker. We normally accept payments by most debit/credit cards and by cheque or we may offer the option to spread your payments by introducing you to a credit scheme with a third party finance provider or an insurers' instalment scheme. However, you should note that if you have a credit scheme you may be required to sign and return a credit agreement to the finance provider, otherwise you may incur a charge which will be spread over your remaining instalments. Full details will be provided by the finance provider.

We will give you full information about your payment options before you buy your insurance policy and when we invite renewal.

Please note that a finance agreement is a contract between you and the finance provider, and is separate to the insurance contract. Should you fail to keep up repayments on an instalment agreement or premium finance facility we will contact you to reach a resolve; if the repayments cannot be resolved, or we cannot contact you, we may issue notice of cancellation of the policy cover.

We reserve the right to collect payment of premium in certain circumstances i.e. adjustments to policies, defaulted payments and balances owing following cancellation using any credit/debit card details held. At all times credit/debit card details are held securely.

For return premiums or refunds, where appropriate we will refund monies to the debit or credit card details held on your file. We reserve the right not to issue a refund if the amount due to you is under £20.00

Premiums we collect from you are held in an insurance broking bank account or dedicated client account used for the purpose of holding client premiums. In most cases insurance companies accept that monies paid to us are treated as being received by them (Risk Transfer). However in some cases we will receive premiums you pay to us as your agent. All insurance premiums you pay to us are protected in trust accounts until we pay insurers. We will assume that you consent to us using the accounts in this way, unless we hear from you to the contrary. We will remit the premium to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers. We do not pay interest on amounts accrued in the client accounts.

If you have to change insurer mid-term and your new policy is placed back with us any amount you owe us from your previous contract(s) may be added to your new contract. This could include the amount being added to your direct debit instalment facility in order to spread the cost.

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#### **HOW WE HANDLE DEBTS**

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Your insurance policy is at risk of cancellation if you fail to make payment. Where cancellation takes place and a debt arises we will contact you to arrange payment. If payment is not made we will make a charge as outlined in "Payment for our services" to cover our administration costs. If payments were made using a credit/debit card we will attempt to collect any arrears from it.

If you still do not make the full payment, or fail to reach an agreement with us to pay the balance, we may pass your details to a debt recovery agent and you will be responsible for all reasonable costs incurred in the recovery of the outstanding balance this includes debt collection charges levied against the value of the outstanding amount; the rate may vary but will be no more than 25% of the total amount due. If the initial debt recovery agent is unsuccessful the debt may be passed to another agency and then the rate may be more than 25% (details available upon request).

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#### **AUTOMATIC RENEWALS**

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Policies held through us that are either paid by direct debit through Premium Credit Ltd or Close Brother's Premium Finance may be automatically renewed. If this is the case your renewal notice will clearly indicate this in advance and where automatic renewal does take place your payments will continue to be taken from your account.

Policies paid by credit/debit card may also be automatically renewed. If this is the case your renewal notice will clearly indicate in advance that payment will be taken in this way.

We will send your renewal notice in good time before the renewal of your policy to provide you with details of your premium and cover that is being offered.

If we locate an alternative insurance quotation for you at renewal we may place your cover with the new insurer. We will normally only do this for example, if your existing insurer no longer offers terms or the premium increased significantly with your existing insurer. We will write to you beforehand to ensure you are kept informed.

If you do not want your policy automatically renewed you must contact us prior to the renewal date. If you fail to contact us prior to the renewal date and the policy is renewed any subsequent cancellation will be subject to the charges outlined in "Your right to cancel" and "Other cancellation terms".

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#### **YOUR RIGHT TO CANCEL - NOT APPLICABLE TO COMMERCIAL CUSTOMERS**

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Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason within 14 days of receiving the full terms & conditions. The insurer may make a charge and full details will be outlined in their policy documentation.

If cancellation takes place within 14 days of you purchasing a contract of insurance from us for any reason, including as a result of changes to information supplied to us online, we will make an administration charge to cover our costs – see "Payment for our services".

The administration charge will also apply if we are unable to make contact with you to verify your information, following an online purchase.

If a discount was applied when you took your policy out, it will be deducted from any return premium issued by your insurer on a pro-rata basis.

If any claim is notified in the period of insurance the full annual premium will be required and there will be no refund.

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#### **OTHER CANCELLATION TERMS – ALL CUSTOMERS**

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Any other cancellation rights will be set out in your policy documents. We will also make a charge, see "Payment for our services".

Please be aware that some insurers do not allow any refund or may charge short period cancellation rates (please refer to your policy wording for more information).

Cancelling any direct debit instruction does not mean you have cancelled the policy. You will still need to follow the instructions above and in the above heading. If you are paying by instalments you will be liable for any shortfall in the event your finance agreement is terminated.

If a discount was applied when you took your policy out, it will be deducted from any return premium issued by your insurer on a pro-rata basis.

If any claim is notified in the period of insurance the full annual premium will be required and there will be no refund.

We reserve the right to cancel your policy by giving 7 days written notice to the address shown on our records (please note some contracts may require a longer notice period, in which case the correspondence we issue will explain this).

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#### **OUR RIGHT TO CANCEL**

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We reserve the right to cancel your cover at any time for any reason and reasons may include but not be limited to:

- Where we, or your premium finance provider, have been unable to collect payment
- Where you fail to send us information or documents that we have requested
- Where we reasonably suspect fraud
- Where staff are subjected to abusive language or threatening behaviour

We will provide written notice to your last known address unless your insurer requires immediate cancellation for example, where your policy is declared void. Your insurer will charge as per their policy wording and we will also make the charges outlined in "Payment for our services", "Your right to cancel" and "Other cancellation terms".

If any claim, or any incident that might give rise to a claim, is notified then the full annual premium may be required and no refund of premium will be due.

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**NOTIFICATION OF CLAIMS**

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Our claims service is provided by Crusader Assistance.

Simply call 01376 574 000 if you are involved in an accident or suffer damage or loss to your vehicle/property.

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**WHAT TO DO IF YOU HAVE A COMPLAINT**

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Our aim is to provide the best service possible at all times. Should there be an occasion when we do not meet your expectations please call us on 01376 574 000 or write to the Customer Services Manager, Peter Best Insurance Services Ltd, The Farriers, Bull Lane, Maldon Essex CM9 4QB.

Alternatively you can email us at [info@peterbestinsurance.co.uk](mailto:info@peterbestinsurance.co.uk). In the unlikely event we cannot resolve the matter to your satisfaction we will promptly acknowledge your complaint in writing and where necessary provide a final response within 8 weeks of receipt of your complaint.

Full details of the complaints procedure are available on request.

If you are not happy with our response you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS). The FOS helpline is 0300 123 9123. Alternatively you can find them online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or write to them at The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

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**INSURER SECURITY**

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We do not guarantee the solvency of any insurer we arrange policies with and whilst we take care to deal with those that maintain reasonable solvency margins we cannot guarantee their financial ability to pay claims.

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**FINANCIAL SERVICES COMPENSATION SCHEME**

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We are covered by the Financial Services Compensation Scheme (FSCS) and therefore you may be entitled to compensation from the FSCS if we should be unable to 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 0207 892 7300 or [www.fscs.org.uk](http://www.fscs.org.uk).

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**TRANSFERRED BUSINESS**

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If we take over the servicing of insurance policies which were originally arranged through another insurance broker, intermediary or direct with the insurer, we do not accept liability for any claim arising out of the advice given by that broker or intermediary, nor for any errors, omissions or gaps in your current insurance protection.

We would ask you to contact us without delay should any aspect of a policy which has been transferred to us causes you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

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