

Terms of Business for Commercial Policies

For your own protection, you should read these terms and conditions carefully. If you do not understand any point, please ask us for further information.

By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these terms.

We draw your particular attention to the paragraph headed 'Confidentiality' and specifically the paragraph explaining how sensitive personal data will be used. **We may record phone or video calls for training and compliance purposes.**

DEFINITIONS

a) We/us/our means:

Fowler Penfold Scheme Brokers Ltd t/a A-One Protection:
Energy House, Crow Arch Industrial Estate, Crow Arch Lane, Ringwood BH24 1PD
Phone: 0333 222 1163 E-Mail: protection@aoig.co.uk

b) Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services

REGULATION

We are an Appointed Representative of A-One Insurance Services (Bmth) Ltd which is authorised and regulated by the Financial Conduct Authority (FCA). You may check with them that we are on the Financial Services Register on their website www.fca.org.uk or by phoning them on 0800 111 6768. Our Financial Services Register number is 523698.

Our principal firm has appointed us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies. Our principal firm has also approved us for consumer credit activities and our permission for this is acting as a credit broker. Use this information to help you to decide if our services are right for you.

The FCA does not regulate some products and services we offer. Where this is the case, you will not benefit from the protection offered by the Financial Ombudsman Service or the Financial Services Compensation Scheme.

OUR SERVICE TO YOU

We are an independent intermediary and can offer products from a number of insurers and intermediaries. We will provide you with advice and guidance, after assessing your requirements and will recommend a suitable policy based on our experience of dealing with similar risks. If we use the services of another intermediary to place your insurance policy, we will advise you of the name of the intermediary we use and the name of the insurer.

We will ask questions to enable us to reasonably assess your insurance requirements. This may include checking information we already hold about you and your existing insurance arrangements with us and other parties.

Some products are selected from a limited range or from a single product provider and we will advise you when this is the case, including details of the insurance providers we have approached.

On occasions, we will provide you with information only, which may include generic comparisons between different providers where you need to make your own choice, as we will not provide you with any advice or specific recommendation.

We will not in any circumstance, guarantee the solvency of any insurer.

We can act both as agent of insurer, and on behalf of you. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf.

We offer a wide range of products, and our service may include:

- Advising and recommending a suitable policy after we have assessed your demands & needs
- Negotiating terms with insurance providers on your behalf
- Providing you with sufficient information, so you can make an informed decision on the policy you require
- Making arrangements for your policy to commence
- Assisting you with any mid-term changes
- Providing you with information for your renewal
- Assisting you when you wish to make a claim
- Providing information on your payment options

OUR REMUNERATION

We normally receive commission from insurers, product providers and where applicable premium finance providers. We will also charge you for arranging and handling your insurances as stated below.

Before your insurance arrangements are finalised, you will receive a quotation, confirming the total price and which will identify any fees, taxes and charges separately from the premium and will confirm the basis of our remuneration. If we are unable to provide written details before cover is arranged, we will provide the information orally and then in writing shortly after.

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CONFIDENTIALITY

We will process your data in accordance with data protection regulations, including any personal information we obtain in providing our services to you, which may include sensitive personal information such as motoring or criminal convictions or medical conditions. We may pass such information to other firms within our group for policy or claim administration, or for compliance purposes.

In dealing with your insurances and where applicable arranging premium finance or for debt recovery, it may be necessary for us to pass personal information to insurers and other relevant product or service advisors. In providing such information, you consent for us to process it for these activities.

We may use public and personal data from a variety of sources including credit reference agencies and other organisations. This information is used to help tailor a price, your payment options and to prevent fraud. Any credit reference search will appear on your credit report, whether or not your application proceeds.

For further details of how we will use your data, including your marketing preferences, please see our Privacy Notice: www.aoig.co.uk/privacypolicy

WHAT TO DO IF YOU HAVE A COMPLAINT

It is always our intention to provide a first-class service, however if at any time you are dissatisfied with the service we provide you should in the first instance contact us and we will try to resolve matters. If we are unable to resolve the issue to your satisfaction by the end of the third business day following receipt, we will formally investigate the matter. Please provide details of your complaint to complaints@aoig.co.uk including details of the policy the complaint relates to and the policyholders name and address. We will send you details of our complaint procedure including time scales for responding. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). The FOS is only available to individuals and small firms.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Compulsory insurance, professional indemnity and certain types of insurance for injury or infirmity is protected at 100%. For other types of insurance and for advising and arranging, cover is for 90% of the claim without any upper limit. FSCS protection only applies to individuals and small firms. Further information about the compensation scheme is available from the FSCS.

OUR LIABILITY WHEN ACTING FOR YOU

Our liability under or in connection with this deed whether in contract or in tort, in negligence, for breach of statutory duty or otherwise in respect of any claim or series of claims shall not exceed the amount, if any, recovered by us by way of indemnity against the claim or claims in question under professional indemnity insurance taken out by us and in force at the time that the claims or (if earlier) circumstances are reported to the insurers in question.

YOUR RESPONSIBILITIES

It is important you provide sufficient information about you and the insurance cover required, so your insurance provider can fully understand the risk to be insured. This should be given after conducting a reasonable search of the information available, which you or the senior management of your firm knows or ought to know about the business, the activities undertaken and the reasons for seeking insurance for the particular risks, including all relevant *material facts.

**Material facts are matters or information which may influence your insurer as to the acceptability or otherwise, or the price or terms of your new policy, renewal or amendment to your insurance. Examples could include losses or incidents (even if these did not result in a claim) claims, convictions, licence suspensions or car modifications. It could also include criminal convictions, previous bankruptcies or liquidations, property subsidence or anything, which might increase the risk of a loss.*

If you do not disclose relevant material information, your policy may be cancelled or all or part of your claim may not be paid, or you may be required to pay an increased premium or policy excess.

When providing information or completing a proposal form or otherwise confirming any information to us or to your insurer, you should take care to ensure that the details provided are complete and accurate and advise us immediately of any discrepancies.

Your duty to provide material information is not only confined to answering the specific questions in any form, or those asked by us and so material circumstances should always be disclosed, regardless of whether or not you have been asked.

AWARENESS OF POLICY TERMS

It is your responsibility to ensure you have read and understood the cover, limits and other terms that apply.

Please ensure you pay particular attention to any warranties and conditions applicable to your policy as your failure to comply with these may mean all or part of your claim may not be paid.

We recommend that you keep copies of any documentation sent to or received from us for your own protection. Please consult us if you are in any doubt.

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CONFLICTS OF INTEREST

Should we; or one of our associated firms, clients or product providers identify a potential or actual conflict of interest we will obtain your consent to continue with your policy, claim or other service. We will advise you how we intend dealing with the conflict.

On occasions, we may be required to cease to act for you.

QUOTATIONS

Unless notified, any quotation given will remain valid for a period of thirty days from the quotation date.

PREMIUM PAYMENT

We will give you full information about your payment options when we discuss your insurance in detail. You must pay premiums and fees in accordance with the stated terms.

CANCELLING YOUR POLICY

Any request for cancellation must be in writing to us; or notified to insurers, in accordance with your policy terms.

CHARGES & TERMS

We may charge a fee for arranging or renewing your policy and we will advise you of this amount before arranging your cover. Any fee amount will also be set out separately in the letter or email detailing the costs of your cover. Fees are non-refundable in the event of cancellation.

We will charge an additional fee for claims handling, where you no longer arrange your cover with us. This fee will be levied at a rate of £150 per hour for work carried out and we will notify you separately when this applies and in advance of any fee charging.

CLAIMS

You may use any emergency number provided with your policy, policy summary or Insurance Product Information Document (IPID) to notify claims directly to your insurer. Where you require advice or wish to report the claim during normal working hours, you may notify us.

You should not admit liability nor agree to any course of action, other than emergency measures carried out to minimise the loss, until you have the agreement of your insurer.

Where your policy remains in force, our service includes assisting you when making a claim against your policy. This can include acting as agent of the insurer, where passing on their requests to provide information to progress your claim. It can also include acting as your agent when reviewing information received from your insurers on proposed settlement arrangements, delays or policy cover/exclusions.

TRANSFERRED BUSINESS ARRANGEMENTS

Where you appoint us to act as your agent other than at inception or renewal for a policy previously held by another agent or insurer, we shall not be liable during the current insurance period for any loss arising from any errors, omissions, or gaps in your insurance cover or for any advice not provided by us. However, if you have any concerns about your policy, or cover; or you require an early review of your insurance arrangements, please notify us immediately. Otherwise, we will review your insurance arrangements and provide advice to you as each policy becomes due for renewal.

If your contract with us has ended because your policy has expired, been cancelled, or has transferred to another intermediary the service we provide will be limited to completion of any outstanding contractual or financial matters including payments due to you, or to us. For ongoing claims, you will need to deal directly with your insurer or their appointed claims agent after expiry or cancellation. For any new claim reported after your contract with us has ended, we will pass the matter to your insurers and thereafter you will need to deal with them.

If you have transferred your policy to another intermediary, whether during your policy term or at renewal, your new intermediary will need to deal with any ongoing servicing of your policy, including dealing with existing or new claims. You will also remain liable for any transactions or adjustments effective prior to the transfer as well as paying any outstanding fees and settling any outstanding finance payments.

LAW APPLICABLE

These terms of business and all documents relating to your contract are written in English; governed by and construed in accordance with English Law and will be subject to the jurisdiction of the Courts of England and Wales.