

# Terms of Business

## About Us

Barry Grainger Limited, 20 Chapman Way, Tunbridge Wells, TN2 3EF is authorised and regulated by the Financial Conduct Authority (FCA). Our firm's Registration Number is 305659. We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies as a consumer or commercial client of the firm. You can check these details on the FCA's register by visiting the FCA's website <http://www.FCA.gov.uk/register> or by contacting the FCA helpline on 0800 111 6768. We are also authorised by the FCA for consumer credit broking, we act for two lenders and we offer Insurance products from a range of insurers.

Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them. You are deemed to have accepted these Terms of Business unless you advise us within 7 days of receipt. We can be contacted on 01892 501501.

## Your Duty of Disclosure

**Consumers:** You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid and your policy may also be cancelled with no return of premium.

## Non-consumer customers

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances and your policy may also be cancelled with no return of premium.

## Driving Licence/Share My Licence

On most applications for vehicle insurance we will ask you to share your driving licence record through the DVLA's Share My Licence database. To do this you will be required to obtain a check code from [www.gov.uk/view-driving-licence](http://www.gov.uk/view-driving-licence) and the last 8 digits of your driving licence number.

## How We Fight Against Fraud

We may ask you to provide us with a utility bill, a copy of the Vehicle Registration Document (V5) or proof of trading (for commercial customers) to confirm identity.

## Validation

We reserve the right to validate an insurance risk to ensure that complete and accurate information has been submitted, as well as to prevent fraudulent applications. Validation could include telephone confirmation of the risk information held, as well as checks on insurance industry databases; such as the Claims and Underwriting Exchange database (CUE) and a request for documents and credit checks. The documents that we may request could include a share my licence code, a utility bill, a copy of the Vehicle Registration Document (V5), proof of trading (for commercial customers) and proof of no claims bonus. We reserve the right to charge a fee for amendments following policy validation (see Fees & Charges tariff).

## How to Cancel

Please contact us immediately if you wish to cancel any insurance policy we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer). Please refer to your policy summary or your policy document for further details. If you cancel within this initial cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer. However, insurers are entitled to make an administrative charge. In addition, we may charge an amount which reflects the administrative costs of arranging and cancelling the policy. Details of the amount we charge are given in our tariff of administration charges.

If you choose to cancel other than within an initial cancellation period you may not receive a pro-rata refund of premium. In addition, we may charge an amount that reflects the administrative costs of arranging and cancelling the policy (see our tariff of administration charges) and we may claim the full years commission which we would have earned. There is no refund provided for ancillary products such as Legal Expenses, Breakdown, or Excess Waiver in the event of cancellation of the policy.

## Fees and Charges Tariff

Please refer to the additional sheet: Our Fees and Charges

## Our Earnings

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 or arranging premium finance.

## Finance and Direct Debit Arrangements

We operate various Third Party Funding arrangements and the individual agreements will show the applicable charges. The Third Party Funding companies we use are listed below and their contact details may be obtained from their websites (also listed):

**Premium Credit Limited:** <http://www.premium-credit.co.uk/contact.html>

**Close Premium Finance Limited:** <http://www.closebrothers.co.uk/insurancepremiumfinance.aspx>

To use this facility you must be over 18 years old and hold a bank or building society account which supports Direct Debit. If you choose to pay by instalments your personal information and the bank details you provide on the Direct Debit Instruction will be passed to one of our third party finance providers. They will send you a welcome pack detailing their full terms and conditions and commence collection of your instalments.

A credit agreement will be included for you to sign and return. The third party finance provider may begin collecting your Direct Debits before you return your signed credit agreement to pay for any insurance you are receiving. If you have any questions about your instalments, contact the finance provider directly and their details can be obtained from the aforementioned web sites. On renewal of your insurance we will continue to pass your details to the third party finance provider.

## Recorded Telephone Conversations

For security and training purposes your call may be recorded and may also be used as proof of the information you have provided in connection with your insurance.

## Block Transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. ***This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us to do so.***

## Add on products

We offer a variety of add on products to our customers. Details of these can be found on our website at: [www.barrygraingerinsurance.co.uk/addons.pdf](http://www.barrygraingerinsurance.co.uk/addons.pdf)

## Electronic Mail Communications

We will email documentation to you wherever possible. It is your responsibility to inform us if you have not received your documentation. You may opt-out of receiving documentation via email by giving us notice in writing, this will mean that you will incur a small charge for sending out hard copies by post. We may also contact you by means of electronic mail to keep you informed of other products and services we offer, again you may opt-out by following the opt-out instructions on the communication or by giving us notice in writing.

## How to Claim

Should you need to make a claim please call the relevant number as shown below or refer to your policy document. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. If in doubt about who you should contact, or if you require assistance in relation to a claim or a potential claim, please contact us:

- **Motor Claims** - 01892 507555                      **BG Assist Breakdown** – 01892 507550
- **BG Fuel Assist** – 01256 358893                      **Commercial or Property Claims** – 01892 501501

## Data Protection/Fair Obtaining Notice

This notice explains how we may use the details you provide us with. You should show this Data Protection Notice to anyone covered or proposed to be covered under your policy/prospective policy.

By proceeding with your application for motor insurance and providing us with the information we request in that connection, you authorise us to use your data, including sensitive personal data, in accordance with this Data Protection Notice and to pass the data to suppliers, insurers and third parties for the purposes set out in this Data Protection Notice. You also confirm you have gained the consent of any named drivers for their data to be used.

## Protecting Your Information

All Personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent or where we are required by law to disclose it. We will use your information in relation to setting up and administering your insurance and any related credit arrangements.

Some or all of the information you supply to us in connection with your insurance proposal or application for credit may be passed to insurance and other companies for underwriting, claims and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998, under which you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please contact us.

We and/or insurers and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify your identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on your behalf. Each of the searches may appear on your credit report whether or not your application proceeds.

***By agreeing to these terms and conditions you agree to these uses of your information.***

## How your data will be used

Your data will be used for insurance underwriting purposes i.e. to examine the potential risk in relation to your prospective policy and for anti-fraud purposes i.e. to detect and prevent fraudulent claims and/or activities.

Your Driving Licence Number ("DLN") and that of any named driver will be checked against the DVLA database to confirm the licence status, driving entitlement and relevant restrictions and any endorsements/convictions. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of your insurance policy including at the mid-term adjustment and renewal stage.

'No Claims Discount' details may be checked against a No Claims Discount database to obtain information in relation to your 'No Claims Discount' entitlement. Such searches may be carried out against the DLN, name, date of birth, Vehicle Registration Mark and or postcode of you and any named drivers.

A search of the DLN against the DVLA and NCD databases should not show a footprint against your (or another relevant person's) driving licence.

## How your data will be processed

Your personal data will not be used for marketing. It will only be shared within organisations involved with the administration of your insurance policy or as otherwise set out in this Data Protection Notice. We may pass details of your 'No Claims Discount' to certain organisations to be recorded on a NCD database. This will occur if information requires updating or correcting at any stage, and also at the renewal stage of your policy and upon or after the cancellation of your policy prior to the expiry date.

For further information about disclosing your Driving Licence Number, see:

<http://www.myllicence.org.uk/>

For details relating to information held about you by the Driver and Vehicle Licensing Agency ("DVLA") please visit [www.dvla.gov.uk](http://www.dvla.gov.uk)

## Protecting Your Money

Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer.

## Proof of No Claims Bonus

If you decide to cancel your policy or it is cancelled for non-payment and premiums remain outstanding we will not be able to issue proof of No Claim Discount until the outstanding premiums are paid.

## Complaints

It is our intention to provide a high level of service at all times. However if you have any reason to make a complaint about our services you should contact us immediately using the contact details on the first page of this document. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 08000 234 567 and further information is available at <http://www.financialombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected. We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

## Compensation Arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). 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 classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. The Scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>

## Trading Styles

Barry Grainger Ltd also arrange and administer insurance policies under the following trading styles:

- BG Insurance
- CompareCateringInsurance.co.uk
- TaxiInsurance4Less.co.uk

## Money Laundering/Proceeds of crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

## Adequacy of insurance values

It is the responsibility of the insured to ensure that all sums insured and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits we cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

## Conflicts of interest

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

### Insurer security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer or intermediary may become insolvent and we shall not be held liable ourselves for any irrecoverable losses that you might incur as a result of such insolvency.

### Termination

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

### Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## Our fees and charges – all Motor and Home

Our charges reflect the amount of time and cost that goes into processing your transaction. These amounts are our charges and are in addition to any increase in premium raised by your insurer. If you make a change which results in a return premium we may keep the commission we would have earned and will deduct this from the refund amount. BG Insurance reserves the right to review and amend fees and charges from time to time. For future reference our fees and charges tariff can be found on our website along with our Terms of Business at: <http://bginsurance.co.uk/>

If we give a discount on our fees and/or the insurer's premium at the inception of your policy and the policy is subsequently cancelled we shall be entitled to reduce the amount of any refund to enable us to reclaim the unused portion of the discount.

### What will I pay if I make changes to my policy?

Change or add additional vehicle	£65
Add additional driver	£65
Change of address	£35
Other policy amendments (change of mileage, usage, where the vehicle is kept, change in sums insured, adding or removing buildings or contents, etc)	£35
Change of registration plate	£35
Temporary Amendments (inc. driver and vehicle change)	£35

### Our standard charges

Policy arrangement fee	Up to £400
Renewal fee	Up to £100
Duplicate documents	£35
Send documents by post	£10
Returned cheque	£35
Cancellation charge (within 14 days – cooling off period In addition to our cancellation fee your insurer will make a pro-rata charge for the time on risk providing you have not claimed	£45
Cancellation charge (after 14 days) In addition to our cancellation fee your insurer will make a charge for the time on risk. This may not be on a pro-rata basis	£55
Cancellation – if you take out alternative cover with BG Insurance	£0
Cancellation charge – following non disclosure/mis-representation, irrespective of time on cover	£75
Cancellation Charge- Gap Insurance	£20
Amendments following policy validation	£35

### Commercial Fees

If you take out or renew a policy or make a mid-term change	Minimum of £25 or up to 20% of your policy total, whichever is the greater
---	--