

**DEFINITIONS:** “We/us” means Alan Blunden & Company Ltd. of Baxter Building, 80 Baxter Avenue, Southend on Sea, Essex, SS2 6HZ. “FCA” means Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS. Telephone: 0800 111 6768.

**TRADING STYLES:** Alan Blunden Insurance Brokers, Cover4, Cover4Caravans, Cover4Letproperty, Cover4Home and Cover4Car are trading styles of Alan Blunden & Company Ltd.

**REGULATION:** Alan Blunden & Company Limited is authorised and regulated by the Financial Conduct Authority No. 309694. 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. You can check these details on the FCA Register by visiting the FCA website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on 0800 111 6768 or 0207 066 1000. We are also authorised by the FCA for consumer credit broking. We act for a number of lenders. At all times we are required to comply with the FCA’s Principles.

**OUR SERVICE:** We are Independent Intermediaries and act on your behalf in arranging your insurance. For most products we offer quotations based on a fair analysis of the insurance industry and we will advise you if this is not the case. Our Uninsured Loss Recovery and Breakdown products are offered on behalf of single providers selected by us on the basis of their premiums, security and service. We will provide a list of the Companies and Products that we offer on request. Our service includes advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. We can also issue policies on behalf of certain insurers. For your protection calls may be recorded and regularly monitored. If you are a Commercial customer you are entitled at any time to request information regarding the commission we may have received in placing your insurance business.

**CLAIMS:** As part of our service we will assist you with any claim that you need to make relating to a policy sold by us. In certain instances you will be asked to deal directly with insurers claim lines. In our experience this makes your claim easier but we will always try to assist and advise if you make us aware that matters have not progressed to your satisfaction. If you need to make a claim under your policy then please refer to your policy wording for details of how to report the claim. If in any doubt then please contact us.

**AGENT OF THE INSURER:** We act as Agent for the Insurer for some of the Insurance Companies that we deal with for the purpose of receiving and holding premiums. We do not hold claims monies. Where we do not act as Agent for the Insurer, we will treat monies held as Client Money.

#### **PROTECTING YOUR MONEY**

We will hold Client Money separate from our own money with an approved bank segregated in a client bank account designated as subject to a Non-Statutory Trust. Under a Non-Statutory Trust, we are entitled to use client money to make advances of credit, for example to pay another client’s premium before the premium has been received from the other client and to pay premium refunds to a client before such monies have been received from the insurer. We act as Trustees of our clients’ monies and must meet certain legal and regulatory conditions. We do not permit a third party to hold or control Client Money on our behalf. Your money will be protected at all times because of the requirements of FCA rules.

**INTEREST ON CLIENT MONEY:** Any interest earned on Client Money held by us will be retained by us for our own use.

**By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.**

**CHARGES:** In addition to the premiums charged by insurers, additional charges may be incurred to cover the administration of your insurance. The specific charge and purpose of the charge will always be advised to you in advance.

- Adjustment, cancellation, replacement certificate / documents, duplicate certificate / documents up to £50.00
- Renewal administration fee up to £50.00

**CREDIT ASSESSMENTS:** Some Insurance Companies may be able to offer a reduction off their quoted premiums if you consent to a credit assessment being conducted. These insurers, along with our 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, to obtain beneficial quotes and payment options on your behalf. Each of these searches may appear on your credit report whether or not your application proceeds. Your advisor will offer you this option where appropriate and provide you with further details.

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

#### **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 you make an amendment to your policy 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.

**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.

**QUOTATIONS AND HOLD COVER:** Unless otherwise advised, any quotation given will remain valid for a period of thirty days from the date of issue of the quotation. Cover cannot be assumed until confirmation is received from us. All premiums quoted are inclusive of HM Government Insurance Premium Tax (IPT).

**HOW TO CANCEL:** You may have a statutory right to cancel this policy within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory period (where it applies) you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge and we may keep an amount that reflects the administrative costs of arranging and cancelling the policy. If you wish to cancel outside this period you may not receive a pro-rata refund of premium. We may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of charges).

**CONFIDENTIALITY:** All personal information about you will be treated as private and confidential and is 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 will only use and disclose the information we have about you in the normal course of arranging and administering your insurance. We may use information we hold about you to provide information about other products and services that we feel may be appropriate to you. We may pass information about you to credit reference agencies for the purpose of arranging payments by instalments and may pass to them details of your payment record to us. Where payment has not been made within our credit terms, we may pass your details to a debt recovery service. We can only take instructions to effect or to alter a policy in some way from the Policyholder or their legal representative. Your data is held in compliance with the legislative requirements.

**COMPLAINTS:** It is always our intention to provide a first class service. However, should you have any cause for complaint, you should in the first instance contact our complaints officer at the above address, orally or in writing. Your complaint will be acknowledged promptly advising you who is dealing with the complaint and indicating when you may expect an answer. If we are unable to settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR, Telephone: 0800 023 4 567, Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Your insurer also operates a complaints procedure, details of which are in your Policy.

**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. Most insurance contracts are covered for 90% of the claim. The scheme does not apply to Consumer Credit. Further information about compensation scheme arrangements is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0800 678 1100 or 020 7741 4100.

**LAW AND JURISDICTION:** These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.