

Terms of insurance business

About us – Ashbourne Insurance is authorised and regulated by the Financial Conduct Authority (FCA). Reference number: 303891. We are permitted to give advice, arrange, assist with claim handling and deal as an agent of insurers with non-investment insurance products and to introduce to insurer/premium finance provider(s) and arrange lending facilities. To check registration details on the FCA's Register, visit the website www.fca.org.uk or contact the FCA on 0800 111 6768.

Ownership and Appointed Representatives - We have trading relationships with TopNotchCover.com and Early Dawn Limited, who are Appointed Representatives under FCA regulations.

Your duty of disclosure – Your insurance is based upon the information provided to the insurance company and you must ensure that all such information is complete, honest and accurate, and that any facts that may influence the insurer's decision to accept and pay a valid claim are disclosed.

Return of information by the customer – To maintain a high level of service and ensure the prompt issue of policies and other documents, we rely on customer's returning any forms, copies or other information without delay. Should any customer fail to respond, they MUST understand the policy will be cancelled at the insurer's short-term cancellation rate and will incur a charge for the unnecessary administration.

Cancellation rights - Your policy document will provide you with specific information on your rights to cancel your insurance. A personal policy that lasts for more than one calendar month offers you the facility to cancel cover (providing there have been no claims) within 14 days from the policy start date or the date when you receive the full policy documentation from us or your insurer, whichever occurs later. You will be entitled to a refund of premium less our administration charge and a charge made by your insurer for the time your insurance cover was in place. Please contact us in writing or email should you want to exercise your right to cancel.

Not exceeding	1	2	3	4	5	6	7	8 months
Refund amount	70%	60%	50%	40%	30%	20%	10%	nil

Refund procedures – Where you cancel your personal insurance outside of the 14-day cooling-off period or where you cancel your commercial policy at any time, we reserve the right to charge for our time in providing you with advice and for the administrative costs involved. This results in us retaining our original commission and fees. For some insurance contracts, insurers will not provide refunds for mid-term cancellation of cover. We will advise you of this if it affects you prior to inception. Regulation states that a refund cannot be paid until that amount has been settled on the insurer's account. Also that any refund amount cannot be paid in cash. Add-on policies e.g. motor breakdown, emergency home assistance etc. are non-refundable.

Unpaid amounts – Should any amount remain unpaid after proper notice, the company reserve the right to take all reasonable steps to legally recover any outstanding amount.

Fees and charges – Please refer to our tariff of administration charges below for fees payable under these terms of insurance business. These apply if you instruct us to alter the policy in any way whatsoever; we reserve the right to retain the full commission and to apply reasonable administration charges. Customers are entitled to find out the commission we earn when dealing with their policy's and is available on application to the managing director. Commissions vary between different product providers so simply contact your customer advisor for confirmation.

Payment options – We normally accept payments by cash (subject to a limit), cheque, debit card, credit card or by bank transfer. It is sometimes possible to spread payments through an insurer's instalment scheme or a credit facility that we have arranged with our preferred premium finance provider/selected number of premium finance providers. However acceptance will be subject to a credit check.

If you choose to pay for your insurance premium through our selected premium finance provider/one of our preferred premium finance providers (you are entitled to ask us for a list of providers) we will provide you with a breakdown of costs of your monthly instalments and a document outlining key features of the credit agreement.

How to claim – If you are involved in an incident the insurer MUST be advised immediately, the policyholder or driver must not admit liability or agree to any action on behalf of another without prior consent.

Your insurer will require you to act promptly with any issue that they raise, where our claim advisory service will provide advice in regard to those issues. It is advisable to inform us of any possible developments that will enable an accurate assessment when attempting to resolve outstanding issues for you.

Conflicts of Interest - *Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests' or our duty to another party prevents us from discharging our duty to you. 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 we will ask for your consent to proceed*

Termination of Agreement - Our agreement may be terminated by either one of us giving 14 days notice in writing to the other. You will be liable to pay for any outstanding transactions or adjustments prior to termination without any penalty fee as long as these are settled immediately on termination. We will be entitled to retain any fees or commission payable in relation to business transacted prior to date of the termination.

Complaints – It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact the manager at the address below. You may be entitled to refer the matter subsequently at the Financial Ombudsman Service. Further information is available at www.financial-ombudsman.org.uk

Failure to notify a material fact could invalidate your policy

These terms do not affect your statutory rights - Pricing Information is correct at 30th July 2018

LAW AND JURISDICTION - These terms of business are 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.

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Confidentiality of Information - To help make sure you receive a competitive quotation, offer of appropriate payment options, protect against fraud and to verify your identity, insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance. By accessing our sites and using our services, you consent to any such transfer of information to a third party. Where you have given us consent we may use the data we hold about you to provide you with a renewal quotation and information about products and services we consider may be appropriate.

Our Retention of your Personal Information - By using our services you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected. We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Under the General Data Protection Regulations 2018, you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the General Data Protection Regulations please refer to the Information Commissioners Office – www.ico.org.uk.

Protecting your money – Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer, in an "insurance trust account" (in which case your insurance is treated as being paid for), however your money will be protected at all times because of the requirements of the FCA rules. We also reserve the right to retain interest earned on this account.

Solvency & Compensation – We do not guarantee the solvency of any insurer we place business with. We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending i.e. credit broking/lending. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. **Further details regarding FSCS can be obtained at www.fscs.org.uk**

Finance providers – Information that relates to their terms and conditions appears at the bottom of these terms of insurance business and on the documentation provided by them. We usually receive a commission from an insurer when placing your business and from a finance company when arranging finance for you (this is usually expressed as a percentage of the individual loan and paid directly to us by the premium finance provider). We occasionally receive additional remuneration from insurers, premium finance providers and other associated business partners for business we place with them. Please feel free to ask us for any further information.

The terms and conditions that apply are those issued by the provider concerned, where funding has been accepted as the method to repay a policy arranged by Ashbourne Insurance Services Limited. Therefore, if you're considering cancellation or intending to default on any future payment demand, the provider will pursue their legal rights to recover any amount that remains unpaid. **Please note that cover will cease if you fail to keep up payments under a credit agreement. If we are asked to cancel the policy by a third party premium finance provider, we will undertake this action however we will be acting as your agent in the process.**

Accident management service – We are providing you, your immediate family and 2 friends, with our dedicated 24-hour accident helpline to support and assist in the unfortunate event of road traffic accidents. With just one phone call, our award winning service will professionally care for every aspect of your claim 24/7 with the minimum disruption to you.

Bribery & Corruption - *Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.*

By accepting these terms of insurance business you are giving your consent for us to operate in this way.

Scale of fees	
Retail administration fee*	£50.00 (maximum)
Commercial administration fee*	£250.00 (maximum)
Renewal fee	£35 min - £250 max
Accident management service	£27 single vehicle - £95 multi
Failed / overdue payment surcharge	£25.00
2 payment instalment charge (28-days)	£25.00
3 payment instalment charge (56-days)	10% interest

***Administration fees are applied at our discretion to all new business, mid-term adjustments and any unnecessary correspondence**