

Terms of Business Agreement

The following Terms of Business Agreement sets out the basis on which One Answer Insurance Services Limited [referred to as 'We', 'Us', 'Our'] will provide business services to you as a consumer or commercial client of the firm.

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 OTHERWISE WITHIN 7 DAYS OF RECEIPT.

Contact us

Telephone: 01323 481444

Email: customerservices@1answer.co.uk

Address: A1/A2 Chaucer Business Park, Dittons Road, Polegate, BN26 6JF

Business Hours: 9:00am – 7:00pm

About us

We are authorised and regulated by the Financial Conduct Authority as an insurance intermediary. Our Firm Reference Number is 432453. We are permitted to arrange; advise on; deal as an agent of insurers and clients; assist in claims handling in respect of non-investment insurance policies. You can check these details online using the Financial Services Register at <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

We are also authorised by the FCA for consumer credit broking. We act for one lender.

Our scope of service

We offer a wide range of insurance products for Car, Home and Taxi Insurance and have access to leading insurers in the marketplace. When we arrange your insurance we'll inform you of the nature of the service we provide. This will usually be on the basis of:

- A personal recommendation to buy the policy, on the basis of a fair and personal analysis of the market.
- Where a personal recommendation is given, we will advise the reasons for this in order to meet your demands and needs.

We generally act on your behalf in arranging your insurance, but we'll make clear at the outset whether we are acting for you or for the insurer in particular circumstances. We always act for the insurers in the collection and handling of premiums. Should any other occasion occur, we will inform you at the point of sale.

We offer a single market for our optional products such as Legal and Breakdown cover. All optional products can be included within your insurance policy at the point of inception; some products can also be added within the first 28 days of your insurance period, when making a mid-term adjustment and some can also be sold separately; please ask our advisors for further details.

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.

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 presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation 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 presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

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 you take out through us within a short period, known as the 'cooling off period'. 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 proportionate 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. Our new business arrangement fee or renewal charge made for arranging your insurance policy will not be refunded. Details of the amount we charge are detailed below under Fees and Charges.

If you choose to cancel other than within an initial cancellation period you may not receive a pro-rata refund of premium.

If you make a claim on your policy which is then cancelled, you may not be entitled to any refund (please see your individual insurer's terms and conditions). You will also be liable for any outstanding payments to the credit provider if you have chosen to pay by direct debit.

We may cancel your insurance policy at any time by sending seven days' notice in writing to the address on our records. You may be entitled to a refund subject to your insurer's terms and conditions and no claims being made in the period since inception or renewal.

If you pay your premiums by instalments and we do not receive or are unable to collect the payment by the due date, we will treat this as cancellation by you and any refund will be given directly to your finance provider. Any remaining balance due after cancellation will be owed to the finance provider by you.

In the event of your vehicle being declared a total loss, we will cancel the insurance. The full premium including Insurance Premium Tax will be due from you.

If a discount has been applied to your policy and your policy is cancelled within the first month of inception, the discount applied will be retained in full by us. After this time, the discount amount will be cancelled on a pro rata basis and retained by us.

Cancellation of optional extra policies

If your insurance policy is cancelled, any associated standalone optional extra policies you purchased will not be cancelled unless you ask us at the same time. If you have any optional extras included within your insurance policy, these will be cancelled along with your insurance policy. All optional extras are non-refundable after fourteen days.

Refunds

Any refund due will be paid to you less our cancellation charge. If there are any outstanding monies due to us on your account, this will be deducted from the refund given by the insurer. Please note that if you are paying by direct debit through a credit company, you will have to settle any outstanding balance with them. No refund will be allowed if there is an outstanding claim or if a fault claim is made on your policy. Your insurer will require written evidence that you have insured your vehicle elsewhere to allow a pro rata refund.

Protecting your information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully which will be sent with your new business documents and can also be found on our website; www.1answer.co.uk, please contact us immediately if you have any queries. Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

We and/or the 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. All (including any named drivers) driving licence numbers and national insurance numbers may be checked against the DVLA database.

How to claim

Please refer to your policy summary or your policy documentation if you need to notify a claim. 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 whom you should contact please contact us on 01323 481444.

Instalment Customers

One Answer Insurance Services Ltd offer a facility to pay for your insurance through a credit loan company who set up an agreement to spread the cost of your insurance over several months. In this instance, your premium is paid by the credit company and your monthly payments are to repay the loan with them. Please note that your loan is not directly connected to your insurance company and you must repay the amount owed, regardless of any change to, or the cancellation of your insurance policy. If you have any questions with regards to the credit agreement, please contact us on 01323 481444.

Fees and charges

We may charge you for the work incurred in handling your insurances. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation or other work on your behalf. Any additional charges, if applicable, will always be agreed with you in advance of them becoming due. Your insurer may also apply additional charges to your policy at new business, renewal, when any mid-term adjustment takes place or if your policy is cancelled by you or us. For full information please refer to your policy documents.

- New business charge will be disclosed prior to inception.
- Mid-term amendments - In addition to the premium that the insurer may charge or return, One Answer Insurance Services Limited may also charge a fee of £30.00 unless your renewal is due within 28 days or 14 days after your renewal.

- Cancellations - In addition to the premium that the insurer may charge or return, One Answer Insurance will also charge a fee of £100.00 for taxi policies and £50.00 for all other policies.
- Renewals charge will be disclosed prior to inception.
- Unpaid Cheque £25.00.
- Issuing duplicate documentation £30.00.
- Recorded Delivery Post (only to be used when requested by you) £5.00.
- Special Delivery Post (only to be used when requested by you) £10.00.
- Cancellation of credit agreement – If Close Brothers Premium Finance is unable to collect under your Direct Debit, they may cancel your agreement. You could incur a cancellation fee of £15. You'll be liable for all sums owing and any charges.

If you pay your premium by instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements. A minimum deposit of 20-25% is required depending on the type of insurance. This applies to annual policies only, minimum premiums apply.

It is not economical or practical to issue refund cheques of small amounts. Where a transaction would result in a refund to you from us of less than £3.00 this amount will be retained by us as an additional service charge.

Payments must be made on time, in full and without deductions, set off or counterclaim. In the event that your account is outstanding, we will refer the matter to our debt collection agent, Insurance Collection Bureau LTD, which will incur costs. Any costs incurred to collect debt will be added to the total debt, plus VAT at the prevailing rate. You agree that you will be liable to pay us that surcharge, and that payment of the same can be enforced against you in court.

Introducer Arrangements

A third party may have introduced you to us and for this the introducer may be paid a fee by One Answer Insurance Services Ltd. Similarly with your consent, we may introduce you to other third parties, for which the third party may pay us a fee.

Our earnings

In return for placing business with insurers and/or underwriters and/or other product providers, we receive a commission from them which is a percentage of the annual premium that you are charged.

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.

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

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. We also reserve the right to retain interest on this account.

We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction.

By accepting this Terms of Business Agreement, you are giving your consent for us to treat your money in this way. Please notify us immediately if you have any objection or query.

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 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 0800 023 4567 or online and further information is available at <http://www.financial-ombudsman.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. 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 compensation 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/>

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.

Conflicts of interest/Customers best interests

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly and professionally ensuring your best interests are our priority. 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 with our duty to you, we will inform you of the situation and the options available to you before we proceed.

Some optional products are sourced and provided by All Broker Services Ltd who have joint ownership with 1 Answer Insurance.

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.

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 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.

Complaints Procedure

At 1 Answer Insurance we aim to provide the very best levels of service at all times, in the event something should go wrong our dedicated Customer Service team is on hand to assist you. We are

committed to resolving all complaints as quickly as possible, we have outlined our complaints procedure for you below;

1 Answer Insurance Services Limited acts on behalf of insurance companies or Lloyd's syndicates: the procedure that will apply depends on whose behalf we act. To identify which procedure applies to you, please refer to your policy wording. If you have any doubt on which procedure applies to you, please contact 01323 481444 customer services who will be happy to help.

Complaints procedure applicable where the insurer is an insurance company

In the event you have cause to complain, please contact customer services by contacting us in one of the following ways;

By phone; 01323 481444

By email: customerrelations@1answer.co.uk

Or write to us:

1 Answer Insurance – FAO Complaints
A1/A2 Chaucer Business Park
Dittons Road
Polegate
East Sussex
BN26 6JF

We endeavour to resolve all complaints as quickly as possible, however, if we can't resolve your complaint within three working days of receiving it then we will issue you with a letter confirming acknowledgement of your complaint. Following the acknowledgement letter we will thoroughly investigate the matter and issue a final response within eight weeks of the date of your complaint, we will of course keep you updated during this period. In the event we are not able to resolve the complaint either within eight weeks or to your satisfaction you can refer your case to the Financial Ombudsman Service, further information about this service is detailed below.

Complaints procedure applicable where the Insurer is part of Lloyd's syndicate

If your complaint is regarding the way 1 Answer Insurance have administered or handled your policy the above procedure will apply. In the event your complaint relates to the insurer, regarding such items as the product or claims, we will report your complaint to the insurer within two working days to enable your insurers to meet the Lloyds seven day reporting requirements. The Insurer will then correspond with you directly. If your policy is underwritten by a member of the Lloyd's syndicate you may also ask Lloyd's to investigate your complaint.

If you wish to ask Lloyd's to investigate your complaint you may do so by contacting:

In writing:
Complaints Team
Lloyd's
One Lime Street
London
EC3M 7HA

By email: complaints@lloyds.com

By phone: +44 (0)20 7327 5693 or by fax: +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the address above.

If you are not happy with the way we have handled your complaint, you can refer your case to the Financial Ombudsman Service.

You can contact them in one of the following ways:

In writing:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

By email: complaint.info@financial-ombudsman.org.uk

By phone: 0800 023 4567 or 0300 123 9123