

TERMS OF BUSINESS for PAVEY GROUP LTD t/a Mole Insurance Services

Please read this document carefully. It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. This agreement will supersede any agreement previously in force. Please contact us immediately if there is anything in these terms of business, which you do not understand or with which you disagree. If you wish to reject them then you must do so in writing within 14 days of receipt. These Terms and Conditions will apply in all our dealings with you.

Definitions

A Consumer means an individual who is acting for purposes which are outside of their trade, business or profession and a Commercial customer means anyone who is not a Consumer. Reference to 'you' means the Insured and/or their Appointed Agent whoever is the most appropriate party 'we' and 'us' means Pavey Group Limited.

Authorisation

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies. Our FCA Register number is 308106 and you can check our status and permissions at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

We are also authorised to undertake the following Consumer Credit Activities: Credit Broking (where we act as a credit broker)

Ownership

Pavey Group Limited has no direct, or indirect, holding in any insurer. Nor does any insurer have any direct, or indirect holding in Pavey Group Limited.

Call Recording

Pavey Group has a telephone system that is capable of recording conversations. As with most organisations, this is standard practice that allows the recording of telephone calls for quality monitoring, training, compliance and security purposes. You will be advised at the start of the call if your call is being recorded. Personal data collected in the course of recording activities will be processed fairly and lawfully in accordance with the Data Protection Rules. Call recordings will be held for a period of 12 months and then deleted, subject to it not being needed for ongoing quality and control purposes or criminal actions.

Confidentiality and Data Protection

To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services. Processing of your personal data is necessary for the performance of our contract for services with you. Generally this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.

We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out an insurance product or service we'll need to pass certain personal details to the product or service providers.

We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

Our Privacy Notice is accessible on our website www.paveygroup.co.uk/privacy-notice and hardcopy is available on request. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.

Special categories of personal data: there are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health and convictions. This processing is necessary for insurance purposes. If you are concerned about any aspect of our privacy arrangements please speak to us.

Our Service

We are an independent insurance broker, we can act both as agent of you, the customer, and on behalf of the insurer. 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 act on behalf of insurers when collecting premiums under risk transfer and when placing business under a delegated authority scheme.

Our services include: 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 assist you with making a claim.

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We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties. We will confirm to you the level of service we are providing as part of our sales process.

If we use the services of another intermediary to place your insurance we will advise you of the name of the intermediary we use and the name of the insurer

We usually offer advice from a range of insurers, representing a fair analysis of the market, however, under certain circumstances we may only deal with a limited selection of the market, or single insurer. We will confirm, for each individual policy we provide you with, the basis of our advice in our Quotation Letter. After speaking with you, we will advise and make a recommendation to you once we have assessed your demands and needs. Our advice will be confirmed in a demands and suitability statement within our Quotation Letter, giving reasons for our recommendation. However, in the event that we have not been able to speak with you personally, we would not be in a position to have fully assessed your demands and needs, therefore you would have to make your own decision as to whether the product offered is suitable for you (in any event, this would apply to all Legal Expenses products).

Whilst we will use all reasonable endeavours to review Insurer information to protect your interests, Insurer financial standing & predictability of solvency is not guaranteed by us. The final decision on the suitability of an insurer does rest with you.

What you will pay for our services

We usually receive a commission from the insurer with whom we place your business and, in addition, we normally make the following charges to cover administration of your insurance:-

	For Premiums	over £500	less £500
Arranging new policies		nil	£25
Mid Term Adjustments		nil	nil
Renewals		nil	£25
Mid Term Cancellations		We refund net of our commission	
Replacement Certificates or Cover Notes	nil		nil

Personal Insurance policies cancelled during the 'Right to Cancel' period will be subject to an administration charge of £25, in addition to the premium charged by the insurer for the period of cover provided.

Your premium detailed in the policy will include Insurance Premium Tax (IPT) at the prevailing rate. Some policies are subject to Value Added Tax (VAT) not IPT. Should the rate of IPT or VAT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Additional Charges - Where we are asked to undertake complex and time consuming functions on your behalf, it may be necessary for us to charge additional fees to cover our administration costs. In such cases you will be advised by us of the appropriate fee prior to incurring the charge.

We may arrange a policy on which we earn no commission (a 'net-premium policy') and in these cases we will advise you of the arrangement fee before you take the policy out. Specific charges, which apply to individual policies will be confirmed in our Quotation Letter. The specific charge and purpose of any additional charges will always be advised to you in advance, prior to you taking the policy out.

Prior to the conclusion of each insurance contract, or upon renewal, we remind you of your right to be advised of the level of commission which we receive from underwriters. 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 through Insurers &/or Premium Finance providers.

IMPORTANT - to ensure that your insurance is renewed, payment of the premium must be tendered by you before the expiry date of the current policy. No days of grace are given, unless specifically arranged and agreed by your insurer. Certain documentation will not be released to you until payment of premium has been made in full.

If our services are terminated by you, we reserve the right to retain any fees or brokerage received or to claim any that may still be outstanding.

WARNING - YOUR DUTY TO GIVE INFORMATION

Consumers - When applying for or amending your insurance policy, we / your insurer will ask a number of questions to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all questions honestly & reasonably in order that we / your insurer can be in a position to offer terms which are designed to meet your demands & needs. This is vital & extremely important for if you fail to tell us or the insurer something when asked, or if you answer carelessly or act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection; insurers may not pay a part or all of your claim & may cancel your policy.

Commercial Customers – Your insurance is based upon the information provided to the insurance company. Unless you are a Consumer (an individual buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) you must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before the setting up or renewal of your insurance policy is concluded, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it.

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In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers. A senior manager is anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured e.g. outsourced providers.

If you deliberately or recklessly (i.e. without care) fail to comply with your obligations to present the risk fairly, insurers may avoid the policy. This means they can retain all premiums and treat the policy as if it never existed and refuse to make any claims payments. You could also be obliged to repay any claims payments that had already been made. If you fail to present the risk fairly, but your failure was neither deliberate nor reckless, insurers response will depend upon what would have happened if you had complied with your obligations:

- a. if insurers would not have provided the policy, they may treat the policy as if it never existed, refuse to make any claims payments and demand the return of any claims payments already made. However, insurers would have to return any premium payments already made;
- b. if insurers would have provided the policy but on different terms, the policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being met in part or in full;
- c. if insurers would have provided the policy but charged a higher premium, insurers may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment under the policy.

In some circumstances, insurers may contract out of the above terms, in this event we will inform you and seek your agreement prior to placement of cover.

All statements and facts disclosed on proposal forms, statement of facts, claim forms and other documents should be full, true and accurate and must be given after undertaking a reasonable search, including consulting with your senior management. Where forms are completed on your behalf you must check them for accuracy and completeness before signing them. You must always read the declaration and make sure you understand it before you sign.

Claims

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring which may give rise to a claim under your policy, you should notify the insurer direct as soon as possible using the contact details in your policy document or alternatively contact us. If you notify us of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and use our best endeavours when acting on your behalf in relation to a claim. Our claim service can be continued beyond the period of our appointment as your broker or adviser subject to payment of a separate fee to be agreed at the time. Recovering uninsured losses from third parties on your behalf - We do not usually undertake uninsured loss recoveries ourselves, but instead use a tested third party facility. For Motor policies, we offer a Vehicle Legal Protection & Assistance policy with DAS Legal Expenses Insurance Company Ltd. Costs for accessing such facilities vary according to policy type, but costs are available on request and you must make your own decision as to whether this product is suitable for you.

Cancellations & Cancellation Rights

Where there has been a claim submitted during the current period of insurance your insurers are not obliged to allow a refund of premium. Any outstanding premiums owed on the policy e.g. outstanding direct debit / standing order payments will become due immediately. Please note that we cannot process your claim until all outstanding monies are settled and cleared in full. Instalment credit charges are non-refundable.

Mid-term cancellation of a claim free policy will normally attract refunds of premium based on a short period scale that is weighted in favour of your insurer.

Certain commercial policies do not allow for a cancellation return of premium e.g. all professional indemnity contracts, malpractice contracts, marine cargo contracts and liability policies placed with Lloyds of London, particularly those subject to minimum and deposit premiums.

Holiday and annual travel policies cannot be cancelled mid-term and no premium refund will be allowed.

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside of their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of received the full terms & conditions. To exercise your right to cancel, the intended cover period must exceed 30 days for Holiday Insurance, this would be calculated from the date of issue of the policy (cancellation cover starts at this point) to the last day of your trip.

If you wish to cancel your policy, you should do so by confirming this in writing to us and return the policy, certificate (if applicable) and schedule. A charge may apply for the period of cover provided and refunds will be issued net of commission. When we receive your request we will instruct your insurer to cancel the insurance.

Premium and Financial aspects

We accept payment by BACS, cash, cheque, debit or credit card. Payments made by card will not incur an additional fee. We do not accept American Express. We will provide you with full details of all the payment options available to you when we provide you with your insurance premium. If you choose to enter in a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

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It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement. We do not charge any fees to you for introducing you to a credit provider.

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14 day cooling off period. Please note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers. We will hold your money in a statutory trust client bank account. This only allows us to use the money held in trust on behalf of a customer for paying that customers' premium to an insurance company and to pay premium refunds or claims we receive from that insurance company to the customer, once the premium has been received from that insurance company. We cannot use that customer's money to pay another customers premium or refund. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance, unless, in the case of consumer transactions we receive more than £20 per transaction, and then we will ask for your permission to retain the interest. Unless you tell us otherwise, you are consenting to us holding your money in this way.

By holding your money in this way, means that in the event that this firm becomes insolvent your money remains protected.

In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us. We usually receive a commission from the insurance provider with whom we place your business, and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. We may also receive a commission or fee for passing introductions to other professional firms.

Credit Search Consent

Many of the Insurers and Premium Finance firms whom we place business with do at times carry out searches to protect customers from fraud and to verify identity. They do this using publicly available data, which they obtain from a variety of sources, including credit reference agencies and other external organisations. This may also include a credit check to ascertain the most appropriate payment option for you. Their search will appear on your credit report whether or not you take out or renew a contract with them.

Unless you advise otherwise, you are deemed to have accepted our Terms of Business and consent to our using these Insurers and Premium Finance firms when providing you with a quotation for new business or for renewal of an existing policy/contract.

Law and Language

This Terms of Business is subject to English Law and the jurisdiction of the English Courts. If you want to alter this to Scottish Law, the Law of Northern Ireland or any other jurisdiction then you must ensure that the rest of this TOBA is acceptable within those jurisdictions. We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

What to do if you have a complaint

We are committed to providing customers with a professional service at all times. We continually seek ways of improving our procedures and constantly review our service standards. We realise that things do go wrong and there may be occasions when you feel that we have not provided the service you expected. Should you have any complaints about the service provided, please contact our Complaints Manager in writing or by telephone at Pavey Group, Burrator House, Peninsula Park, Rydon Lane, Exeter, EX2 7NT. Tel: 01392 880000.

We will formally acknowledge your complaint within five business days of its receipt and explain how we will handle it.

We will try to resolve all complaints as fairly and promptly as possible. If, however, in exceptional circumstances, the complaint is not resolved within 8 weeks from the date of its receipt we will write explaining that we are not in a position to make a final response giving reasons for the delay and indicate when we expect to be able to provide a final response.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion. The FOS Consumer Helpline is on 0800 023 4567 (free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9123 (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. www.financial-ombudsman.org.uk.

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 with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, with no upper limit. For further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 and website : www.fscs.org.uk.