

# All Sport Insurance Services Limited

## Terms of business agreement

The following Terms of Business Agreement sets out the basis on which All Sport Insurance Services Limited 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 01803 659121  
enquiries@allsportinsurance.co.uk  
234 – 236 Union Street, Torquay, Devon TQ2 5QS

### About us

We are an appointed representative of Riviera Insurance Services Limited who are authorised and regulated by the Financial Conduct Authority 786116. Riviera Insurance Services Limited are permitted to 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 and act for one lender.

### 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.

### 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 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 licences and national insurance numbers may be checked against the DVLA database.

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

### How to claim

Please refer to your policy summary or your policy document 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, or if you require our assistance in relation to a claim or potential claim please contact us.

### Fees and charges

Please refer to our tariff of administration charges for fees payable under this Terms of Business Agreement. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation or other work on your behalf.

If you pay your premium by instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements.

### Tariff of Charges

In addition to the premiums charges by insurers, we normally make charges to cover the administration of your insurance. Full details of our standard charges are here and the charges will be confirmed with you before any chargeable commitment is made by All Sport Insurance Service Limited.

- New Business Arrangement Fee: Up to 40% of the insurer's/intermediary's premium, minimum charge £10
- Renewal Charge: Up to 40% of the insurer's/intermediary's premium, minimum charge £10
- Change of address for Home Buildings and/or contents policies: £30.00
- Recorded Delivery Post: This fee is charged in any case a recorded delivery letter is issued, including cancellation letters: £5.00
- Adjustment Charge: Up to 40% of the insurer's/intermediary's premium, minimum charge £30.00 plus any fee charged by your insurer.
- Duplicate Documents and Cover Notes: £15.00
- Unpaid Cheques: £25.00
- Cancellation Charge: £100.00 for taxi policies. £50.00 for all other policies
- Unoccupied property cancellation: £25.00

By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way. For payments by instalments, 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 of less than £3.00 this amount will be retained by us as an additional service charge.

Our payment terms are on immediate invoice. We require payment to terms. Payments must be made on time, in full and without deductions, set off or counterclaim. In the event, that our account is outstanding we will refer the matter to our debt collection agent, Insurance Collection Bureau Limited, which will incur costs. Any costs incurred to collect the debt will be added to the 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 - If you are a commercial customer you agree to pay the interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before and judgement of the court continues to accrue.

### Instalment Customers

All Sport 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 meet the monthly payments, regardless of any changes to, or cancellation of your insurance policy. If you have any questions with regards to the credit agreement, please contact us on 01803659121.

#### **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.

#### **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.

#### **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 in a trust account with an approved bank. Where we hold premium as the agent of the insurer it is regarded as received by the insurer. We reserve the right to retain interest earned on our client bank accounts.

**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 0 234 567 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**

All Sport Insurance Services Limited 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.

#### **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.

#### **Introducer Arrangements**

A third party may have introduced you to us and for this the introducer may be paid a fee by All Sport 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.

#### **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.

#### **How to cancel**

You may have a statutory right to cancel a policy you take out through us within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer.

Insurers are also entitled to make an administrative charge. In addition, we may keep an amount which reflects the administrative costs of arranging and cancelling the policy. Our new business arrangement fee or renewal charge and any credit card handling charge made for arranging your insurance policy will not be refunded. Full details of our charges are given in our tariff of administration charges.

If you wish to cancel outside the statutory cancellation period (where this applies) you may not receive a pro rata refund of the premium. We may also keep an amount that reflects the administrative costs of arranging and cancelling the policy. Our new business arrangement fee or renewal charge and any credit card handling charge made for arranging your insurance policy will not be refunded. Full details of our charges are given in our tariff of administration charges.

If you make a claim on your policy and then it is 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 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 insurance terms and conditions and no claims having been made in the period since last renewal. If you pay your premiums by instalments and we do not receive or unable to collect any 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 after this has been given 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.

#### **Cancellation of optional extra policies**

If you cancel your insurance, any associated optional extra policies you purchased will not be cancelled unless you ask us at the same time.

#### **Refunds**

Any refund due will be paid to you less our initial commission and 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.

#### **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.