TERMS OF BUSINESS

Herts Insurance Consultants Ltd

The Financial Conduct Authority (FCA)
The FCA is the independent watchdog that regulates financial services. Please use this document to decide if our services are right for you.

Our service
We act as an Insurance Intermediary on your and the insurer's behalf. You will not receive advice or a recommendation from us and you will need to make your own choice with regard to the products that we offer you. Our service includes administering the policy for you and helping you with any ongoing changes you have to make. Herts Insurance Consultants Ltd is an approved Lloyd's Coverholder.

Who regulates us?
Herts Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 309073. You can check this on the FCA by visiting www.fca.org.uk/register or by contacting them on 0800 111 6768.

Products that we offer
We sell a wide range of both personal and commercial insurance products and provide information on the basis of a fair analysis of the market from a wide range of insurers. Any additional policies we sell in conjunction with your main policy are linked and will be cancelled in line with the main one and these additional products are non-refundable. We will provide a list of these insurers on request.

- For Agreed Value, Pot Hole, Misfuel, Personal Possessions Cover, Total Loss Protection, Personal Accident, Keycare, Excess Protection, Breakdown/Roadside Assistance, Spare Parts, Trailer, Replacement Vehicle, Short Term Overlap Insurance and Driving Other Cars Insurance and Windscreen Insurances we deal exclusively with Trinity Lane Insurance Company Ltd.
- For Private Vehicle Legal Expenses we deal exclusively with Ageas Insurance Limited. Policies incepted or renewed from 17/1/2020 onwards are exclusively with Allianz Insurance plc.
- For Gadget Cover Insurance and Tools in Transit we deal exclusively with Astrenska Insurance Services Limited.
- For Goods in Transit we deal exclusively with The Salvation Army General Insurance Corporation Ltd.
- For Licence Defence we deal exclusively with Irwell Insurance Company Limited.

Trinity Lane Insurance Company Ltd is owned by one of the shareholders of Hadleigh Holdings. Herts Insurance Consultants Ltd are also owned by Hadleigh Holdings.

Insurer security
While we monitor the financial strength of the insurers with whom we place business, it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

Claims
If you are involved in an accident or have occasion to claim on your policy for any other reason, you must notify us immediately and we will promptly advise you and, if appropriate, issue you with a claim form and pass details to your insurer. You should not admit liability or agree to any course of action, other than emergency measures to minimise your loss, until you have agreement from your insurer. You must continue to make your monthly payments for your insurance, if applicable. We reserve the right to withhold payment in respect of claims, if payment of any premiums to us is in default.

Automatic renewals
For your protection, we reserve the right to automatically renew your policy up to five working days prior to the renewal date and take payment by the same payment method as this year. If we exercise this right we will write to you prior to the renewal date, informing you how much the premium will be and giving you time to opt out of the automatic renewal process. We also reserve the right to automatically renew any additional policies that you take out with this policy, such as breakdown assistance cover. You can opt out at any time during the policy term. To opt out, please call us on or contact us by post or email.

How we are paid for our services
As an insurance intermediary, payment for our services may be a combination of:

- An initial fee for arranging an insurance policy, called a policy issue fee
- A commission from the insurer or a brokerage fee from the customer
- Applying fees to cover extra administrative needs e.g. amending policy details

We will always detail any fees or charges before they are applied; we will provide exact amounts wherever possible and will otherwise provide our calculation method. Standard fees as they may apply to your policy are listed below. Commission and brokerage fees are calculated from insurer premiums before the addition of any taxes e.g. insurance premium tax. Our fees, charges and commission are non-refundable once we begin providing a service. Refunds will be sent to the same debit/credit card used for the initial policy payment where applicable.

Other ways we might earn income include arranging premium finance; providing ancillary services on behalf of insurers; profit-share schemes or products; as well as other incomes from insurers or other sources.

You should not take out a new policy if you have an existing debt with us, Hadleigh Holdings Ltd or their subsidiaries. If your new policy is cancelled as a result, we reserve the right to offset the cancellation refund against the equivalent value of the debt.

Policy issue fee a maximum of:	£100
Commission or brokerage fee percentage:	Up to 30%
Changing the vehicle on your policy:	£40
Policy amendment fee (excluding change of vehicles):	£37.5
Policy cancelled for any reason after the 14th day of cover: (this is applied in addition to set up fee, adjustment fees and insurers charges for time on cover)	£37.50
Assessing an agreed value, from:	£18
Arranging collection of debts:	£37.50
Replacement Smartbox and data:	£160

Your insurer may make a charge for any amendment made to your policy in addition to any increase in premium and our midterm adjustment fee.

How monies paid to us are handled
We are the Agent of Insurers for the purpose of collection of premiums and refunds of premiums. This means that premiums are treated as being received by the insurer when received in our bank account, and that any premium refund is treated as received by you when it is actually paid over to you. We normally accept payment by any of the major debit/credit cards or a guaranteed cheque. It is your responsibility to fully inform the cardholder about all payments being made from your debit/credit card.

Your debit/credit card information will be replaced by a secure token so we can use the same card to take payments for automatic renewals and to pay or refund other premiums that may become due upon changes to the policy. To opt out, please call us, or contact us by post or email.

If you take a new policy out with ourselves and make a payment towards this new policy but have a previous policy with ourselves that has an outstanding balance, we reserve the right to transfer any money paid on the new policy to cover the debt outstanding on your previous policy.

Minimum refund £7.50 anything under this will be retained.

Cancelling your insurance
You have the right to cancel your policy at any time. If you wish to cancel your policy, please call us first to discuss this. It may be necessary for you to send us your cancellation request in writing before we can cancel your policy.

Most insurers will retain the full annual premium if a policy is cancelled and a claim has been reported. All supplementary covers will be cancelled if your main policy is cancelled.

Any refund will be offset against any outstanding Direct Debit payments. Where the amount that you owe exceeds the amount that you have paid, you will be required to make payment for the outstanding amount straight away. Failure to do so may result in us taking steps to recover the debt. Do not cancel your Direct Debit payments.

Cancelling within the 14-day cooling off period
The insurer of your main policy will make a reasonable charge for the time you have been on cover if your policy is cancelled during a period of 14 days either from the day of purchase of the contract, or the day on which you receive your policy documentation; whichever is later. For supplementary covers that are cancelled during this period, the full premium will be returned by the insurer providing no claim has been made. Commercial customers may not be eligible to receive a 14-day cooling off period; your policy book will stats whether this is cooling off period is applicable to your policy. Short-term policies lasting less than one month are not entitled to a cooling off period.

Cancelling after the 14-day cooling off period
Upon cancellation, insurance companies apply cancellation charges as set out in the policy booklet provided alongside your main policy. Some policies do not return any premium, while other policies apply short term charges that are not proportionate to the annual premium, or pro-rata charges that are proportionate. You should refer to your policy booklet for applicable charges. These charges form part of the contract offered and are applied by the underwriters and not us.

Premiums and financial aspects
The following refers to policyholders over the age of 18. Policyholders under the age of 18 are not eligible to enter into a credit agreement and will require a parent or guardian to do so on their behalf. The parent or guardian will be subject to the data sharing, credit and money laundering checks as stated below.

For the purposes of introducing customers to premium finance facilities we deal exclusively with Premium Credit Limited (PCL). We may receive a commission for introducing you to PCL. If you pay using premium finance, it costs more in total than paying for your policy in one single payment. Finance is subject to status. Your data will be shared with PCL who will assess your creditworthiness using a range of tools to carry out anti-money laundering checks and credit assessments. Your application will include a search of your records at a credit reference agency.

This is a credit agreement between you as the policyholder and PCL and is separate to the insurance policy. PCL will contact you with full details of your credit agreement. As this is in effect a loan for the initial premium, this agreement should not be cancelled until this has been fully repaid to PCL, even if your insurance policy has been cancelled. If any Direct Debit or other payment due in respect of the credit agreement you enter into with PCL to pay insurance premiums is not met when presented for payment, or if you end the credit agreement with PCL, or if you do not enter into a credit agreement with PCL we will be informed of such events by PCL.

If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer and if any money is owed to PCL under your credit agreement pay it to PCL or if PCL have debited us with the amount outstanding use it to offset our costs. The balance will be debited from the debit/credit card last used by you.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

If during the course of the policy any additional premiums or refunds of premium are due, then these will be automatically applied to the remaining balance on the PCL account.

Disclosure
It is important you ensure that all information, statements or answers made by you to us online, on the telephone, proposal forms, claim forms and other documents are full and accurate and must be correct. If a form is completed on your behalf, you should check that the answers shown to any questions are true.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain an insurance certificate. You are advised to keep copies of any correspondence you send to us or direct to your insurer. Please consult us if you are in doubt.

Awareness of policy terms
When a policy is issued, you are strongly advised to read it carefully as it is that document, the schedule, any certificate of insurance and the policy wording, which are the basis of the insurance contract you have purchased. If you are in any doubt over any of the policy terms or conditions, please contact us promptly.

Amendments
You should call us with any changes to you or your policy details and speak to our Customer Service Team

Financial Services Compensation Scheme (FSCS)
We are covered by the 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, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Holders of policies issued by IOMA will not be protected by the United Kingdom Financial Services Compensation Scheme if IOMA should become unable to meet its liabilities. Further information about compensation scheme arrangements is available from the FSCS.

If the insurer of your policy is declared in default by the FSCS, we reserve to right to arrange a replacement policy with another insurer on your behalf. We would endeavour to replace your insurance with another insurer on your behalf. We would endeavour to replace your insurance cover at no extra expense or inconvenience to you.

Confidentiality
All personal information about our customers is treated as Private and Confidential.

We will only disclose the information we have about private individuals in the normal course of arranging and administering their insurance, including debt recovery, and will not disclose any information to any other parties without their written consent unless required by law or public interest, which includes the detection and prevention of fraud and money laundering, except for data that we share with Hadleigh Holdings Ltd, Adrian Flux and their subsidiaries. We may use the information we hold about our customers to provide them with information about other products and services that we feel may be appropriate to them. For full details of how we use your data please view our privacy policy on our website. Under the General Data Protection Regulation, private customers have a right to see the personal information about them that we hold in our records. If you wish to exercise this right, or have any other related queries, you should write to the data protection officer.

Fraud Prevention and Detection
Insurers pass information to the Claims and Underwriting Exchange Register (CUE) operated by Insurance Database Services Limited (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR) compiled by the Association of British Insurers (ABI). The aim is to check information provided and to prevent fraudulent claims.

Motor insurance details are also added to the Motor Insurance Database (MID) operated by the Motor Insurance Bureau (MIB), which has been formed to help identify uninsured drivers and may be searched by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, and the MIB to identify relevant policy information. Other insurance related databases may also be added in the future.

To prevent and detect fraud we may at any time:
- Share information about you with other organisations and public bodies including the Police.
- Undertake credit and claims record searches; Check and/or share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. We may log your IP address (and/or a unique identifier for your computer) and use this information to help us prevent and detect fraud, including passing it to fraud prevention agencies. Law enforcement agencies may access and use this information. We, and other organisations may also access and use this information to prevent fraud and money laundering, for example when:
- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt
- Checking details on proposal and claims for all types of insurance.
- Checking details of job applicants and employees

If you have any questions about any information in this notice, or if you want more details of the databases we access and contribute to, please contact us.

Identity and credit searches
We, and the companies we place business with, may make searches about you at credit reference agencies who will supply us with information, including the Electoral Register and credit information. The agencies will record details of the search whether or not your application proceeds. The searches will not be used by lenders to assess your ability to obtain credit. We may use scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially, may be used by us and other companies if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account. Alternatively, we may ask you to provide physical forms of identification.

Information from external sources
We may obtain information about you from publicly available or commercial sources to help us verify details, assess risk, and prevent fraud. This may include the DVLA, credit reference agencies, social media platforms, and other relevant sources. We will only disclose this information where it is required for the proper administration of your insurance.

Complaints
It is our intention to provide you with the highest level of customer service. However, if at any time you are dissatisfied with the service we provide, we have a formal complaints procedure, a copy of which is available upon request. In the first instance please contact a member of staff with any concerns, by:

- Telephone: <affiliation phone number>,
- Email: contact-us@sterlingcar.co.uk
- Post: Sterling House, Hallingbury Road. Bishops Stortford, Hertfordshire, CM23 5RS.

We expect that they will be able to resolve any issues with the minimum of inconvenience to you. If you remain dissatisfied after speaking with a member of staff, we will advise you how to pursue any outstanding concerns further. In the event that we have been unable to resolve your complaint, you may be able to refer it to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services

Procedure for ERS policy holders being a Lloyd's syndicate
Should you remain dissatisfied with the response that you receive from us, you may refer your complaint to Lloyd's. On request we can confirm if you are able to pursue any concerns with Lloyd's, who will investigate the matter and provide a final response. Lloyd's contact details are as follows:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Email: complaints@lloyds.com
Telephone: 020 7327 5693
Website: www.lloyds.com/complaints

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 above address.

Financial Services Compensation Scheme (FSCS)
We are covered by the 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, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Holders of policies issued by IOMA will not be protected by the United Kingdom Financial Services Compensation Scheme if Isle of Man Assurance Limited (IOMA should become unable to meet its liabilities. Further information about compensation scheme arrangements is available from the FSCS.

If the insurer of your policy is declared in default by the FSCS, we reserve the right to arrange a replacement policy with another insurer on your behalf. We would endeavour to replace your insurance cover at no expense or inconvenience to you.

Telephone call recording
Calls may be monitored and recorded.

Respectful conduct
We will not tolerate harassment, discrimination, threatening, intimidating, aggressive or abusive behaviour towards our employees or anyone acting on our behalf. This applies to all forms of communication, including telephone calls, emails, letters, online messaging, social media and face-to-face interactions.

Where such behaviour occurs, we may take proportionate action, including ending interactions, restricting communication methods, limiting contact to specified channels or individuals, declining renewal of a policy, or cancelling a policy by giving not less than seven days' notice. Where appropriate, matters may also be reported to the police or other authorities.

Note
Your acceptance of these Terms of Business does not affect your normal legal rights.

English law
This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this contract is governed by English law.