

# COMMERCIAL TERMS OF BUSINESS



This booklet sets out our Terms of Business, which govern how we operate. Please read it carefully and retain it for future reference.

## About us

A-Plan Holdings offers insurance to meet the needs of a wide range of individuals and companies. The Group's divisions include A-Plan Insurance, White House, Motor Direct, Home Direct, Caravan Direct, Liability Direct, Insurance for Holiday Homes, Golfplan, Look Insurance Services, Cherished Vehicle Insurance Services, TR Register Insurance Services, A-Plan Fleet & Commercial and CLA Insurance Services. A-Plan Holdings is an independent intermediary authorised and regulated by the Financial Conduct Authority (FCA) to arrange, advise on and administer insurance. You can check our registration by visiting the FCA website at [register.fca.org.uk](https://register.fca.org.uk) and quoting our registration number of 310164. Alternatively, you can contact the FCA by phone on **0800 111 6768**.

## What we do

We act on your behalf, advising on and arranging insurance for both individual and corporate clients. We offer insurance policies from a range of insurers and MGAs which include commercial products such as commercial premises, public and employers' liability, commercial vehicles, professional indemnity as well as other commercial risks. We are also able to offer within the group, insurance for motor cars, motorcycles, home, buildings and contents, and travel insurance in addition to other risks. Our recommendation of insurer and policy will be based on the insurer that most closely matches, in cover and price, the insurance needs that you tell us you have at the time we prepare the quotation. (These needs sometimes change; please see 'Changes to your policy' below for more about that).

Some insurers may delegate authority to us to underwrite, bind and administer an insurance contract on their behalf, including handling and processing claim payments. We will notify you if your insurance contract is placed under a delegated authority, as when conducting these activities we will also be acting on behalf of insurers and not solely as your independent agent.

We also offer extra optional insurance policies. These include:

**Legal Expenses** – placed with Platinum Assist (underwritten by Royal & Sun Alliance Insurance plc), DAS Legal Expenses Insurance Company Ltd, Proximo Ltd (underwritten by Brit Insurance), Slater Gordon Solutions (underwritten by UK General Insurance Ltd), ARAG plc (underwritten by HDI Global Specialty SE), or Arc Legal Assistance (underwritten by AmTrust Europe Ltd).

**Vehicle Breakdown Recovery** – placed with AXA Assistance (UK) Ltd (underwritten by Inter Partner Assistance SA UK branch), DAS Legal Expenses Insurance Company Ltd, Silverknight Rescue (underwritten by AmTrust Europe Ltd) or Proximo Ltd (underwritten by Ageas Insurance Ltd).

**Insurance for replacement vehicle hire** – placed with Auxillis Ltd (underwritten by Zenith Insurance plc), DAS Legal Expenses Insurance Company Ltd, Proximo Ltd (underwritten by Brit Insurance), or Kindertons (underwritten by Royal & Sun Alliance Insurance plc).

**Helmet and Leathers** – placed with KGM Underwriting Services (underwritten by Trinity Lane Insurance).

**Tools Insurance** – placed with Royal & Sun Alliance Insurance plc.

**Total Loss Plus** – placed with CPP Secure/Business & Domestic Insurance Services (underwritten by Acasta European Insurance Company Ltd), or KGM Underwriting Services (underwritten by Trinity Lane Insurance).

**Home Emergency** – placed with DAS Legal Expenses Insurance Company Ltd or AXA Assistance (UK) Ltd (underwritten by Inter Partner Assistance SA UK branch).

**Accidental Death Benefit** – placed with Covea Insurance plc.

**Excess Protect** – placed with CPP Secure/Business & Domestic Insurance Services (underwritten by Acasta European Insurance Company Ltd), Proximo Ltd (underwritten by Brit Insurance), or KGM Underwriting Services (underwritten by Trinity Lane Insurance).

Whenever our branches offer an optional cover, the policy will generally be offered from one insurer only and will be sold as a separate policy – full details will be provided at the point the product is recommended.

This list of policy types is current at the time of printing. Any amendments or additions to this list can be found on our website at [www.aplan.co.uk/terms-of-business](http://www.aplan.co.uk/terms-of-business) or please ask for further details.

For policies purchased direct from our website, we offer information only and do not offer advice or make any recommendations.

If you purchase any of the following direct from our websites then cover will generally be offered from one insurer only:

**Pet Insurance** – placed with Allianz Insurance plc.

**Travel Insurance** – placed with AXA Insurance UK plc, or AXA Assistance (UK) Ltd (underwritten by Inter Partner Assistance SA UK branch).

**Holiday Homes Insurance** – placed with Canopius Managing Agents Ltd.

**Golf Insurance** – placed with Canopius Managing Agents Ltd.

**Temporary Standalone Car or Van Insurance** – will be introduced to Tempcover Limited.

**Vehicle Breakdown Recovery** – placed with AXA Assistance (UK) Ltd.

**Shoot Scheme** – Brit Syndicate Ltd.

## How we operate

### Taking instructions and call recording

Instructions regarding your policy can only be accepted during normal office hours via, our mainline telephone number (as shown on our letterhead). Unfortunately, we are unable to accept instructions at any time to mobile telephone numbers. For our joint protection, we may record telephone calls. 0800 numbers are free from a BT landline. Calls from other networks and mobiles may vary, please check with your service provider.

## Treating clients fairly

Meeting your needs is at the heart of everything we do at A-Plan. We always aspire to treat you, our client, fairly and equally and to give advice and recommendations that meet your insurance needs. To this end, we constantly review our processes and procedures to ensure we offer the highest standards of advice and service. All our communications (brochures, letters, emails etc) are designed to be clear and easy to understand and we aim to keep you informed of all developments with your insurance both before you buy and afterwards, and we will not discriminate against based on number of years you have been insured with us. And if you need to make a claim, we will guide you through the process and liaise with the insurer on your behalf. (Please see 'Making a claim' below for more details.)

## Obtaining terms

Before commencing negotiations with insurers, we look to establish a proper understanding of your insurance requirements. We will advise on appropriate insurances available to meet your requirements and the relative merits of a single insurer or a multiple insurer placement. We seek to negotiate and secure competitive indications and quotations for insurance, which provide a level of coverage, which, in our opinion, is suitable for you. Where we are unable to meet your requirements, we will advise you.

Our search for insurance to meet your requirements may vary depending on the nature of your requirements and our knowledge and experience of the insurance market, which may mean that we approach:

- a single insurer only;
- a range of insurers;
- a number of insurers to participate collectively in insuring the risk presented to them;
- our own delegated authority arrangements, whereby insurers have granted us authority to act on their behalf, which may include underwriting the insurance risk presented and binding them to cover.

Details of the approach we undertake and a list of insurers we select from or deal with in relation to any insurance contract or product we offer or arrange is available to you on request.

## Changes to your policy (mid term adjustments)

You should notify us immediately of any changes in the details upon which your Insurance was arranged. If you hold policies with more than one branch, please notify each branch individually. Please do not wait until the renewal date of your policy as changes to these details could make your policy invalid, until the insurer has been notified and has accepted the change(s).

Examples of changes include (but are not limited to):

- Change in place and type of work undertaken.
- Change of trade.
- Modifications to vehicle/s.

- Change in use of vehicle/s.
- Convictions, accidents or DVLA-notifiable health issues relating to all drivers insured.
- Non occupancy of property.
- Physical changes to property.
- Change of business type.
- Relocation to new premises.
- Change of operational processes.

## Vehicle cover

It is your responsibility, under the Road Traffic Act, to ensure you have a current, valid Certificate of Motor Insurance or cover note before you use or permit someone else to use your vehicle on the public highway. If your current cover note or Certificate of Motor Insurance expires, you must contact us immediately, as you may not have any insurance cover until we can issue a replacement cover note or Certificate of Motor Insurance.

Legal Expenses, Tools Insurance, Breakdown Cover and Total Loss Plus.

Normally, legal expenses insurance, breakdown cover, and total loss plus are purchased as separate contracts that run concurrently with your policy. There is no refund on cancellation of these types of policy or on tools insurance policies.

## Making a claim

If you think you may need to make a claim, please let us know immediately. After all, we're here to help you and to act on your behalf. We will guide you through what can often be a difficult time and ensure your insurance company fulfils all its obligations to you.

We will normally monitor the progress of your claim, and provide guidance to you where appropriate. Should there be any significant changes to your claim, we will notify you as soon as possible.

However, where we have been granted authority by an insurer to negotiate and settle claims under a delegated authority, we will act on behalf of the insurer. We will make you aware of any claims that will be dealt with by us in this capacity, rather than as your agent.

## Fees and charges

When we sell you a policy the insurer pays a percentage commission from the total premium. Or we may charge a fee which is agreed in advance with you for the services provided by us, or with your agreement a combination of both. In addition there might be further remuneration based upon the amount and profitability of business placed with insurers and/or service providers over a specific period. We may also make a service charge to cover the administration of your insurance. These charges are shown below and are advised to you in advance.

The list of fees shown below are current at the time of printing, but we do reserve the right to vary them if necessary. Your branch will have details of the latest fees. If you purchase a product via our website you will be notified of fees prior to your purchase.

## **SME Class**

- Arrangement of new policies and renewals: £75
- Policy alterations and cancellation: £30
- Replacement policy documentation: £10
- Returned cheques: £12

## **Larger Commercial Risks**

Arrangement of commercial corporate risks, fleet, courier, commercial combined, motor trade and taxi policies: A fee will be determined on an individual basis for each policy.

## **Delegated Authority Schemes**

In addition to brokerage or fee, we may be remunerated, by the payment of profit commissions, profit shares, service fees and commissions by insurers in respect of a specified portfolio of business, usually placed under a delegated authority.

Payment by direct debit: Deposit amount and payment periods are variable subject to status and policy conditions.

Declined credit/debit card payments: We reserve the right to charge a fee of £10 for a declined payment.

## **Introducers**

If you have been introduced to us by a third party they may receive a remuneration from ourselves for that introduction.

## **Email**

In certain circumstances we may agree to correspond with you by email or SMS. By providing your email address, you are agreeing to us communicating with you by email. If you email a request to arrange insurance cover or to amend any details under an existing policy, insurance cover will not be in force until your insurer has agreed to provide cover and we have confirmed this to you. You must take reasonable steps to ensure that email messages are complete and accurate, free of harmful viruses and secure, so that they cannot be altered in course of transmission.

## **Cancellation**

If you decide to cancel your policy please contact us first, so that we can help you to determine the least expensive way to do this. Some insurers make a charge for cancellation which can lead to a disproportionate charge for the period covered or make no refund for any outstanding period under the policy and we recommend that you discuss whether there will be a refund and if so the amount.

Where a claim has been reported, insurers generally do not allow any refund on cancellation. For motor insurance policies where insurers request, please return to us the current Certificate of Motor Insurance. Once your policy has been cancelled, we will refund to you without delay the premium for the period for which insurance is no longer required, less £30 charge. If you pay your premiums by direct debit, any money already paid at the time of cancellation will be used to clear the insurer's charge. If the direct debit payment is insufficient to do this, you will need to pay us the balance. Any over-payment caused by payments in transit will then be refunded to you.

Where you do not maintain direct debit payments or other instalment payments, we reserve the right to instruct your insurers to cancel your insurance policy.

## Conflict of interest

Occasions may arise when we or one of our other clients have some form of interest in business being transacted for you. If this happens, or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

A-Plan Holdings and KGM Underwriting Services Limited are part of the A-Plan Group (APG). APG are part of the same group of companies as Dual Corporate Risks Ltd and Howden Insurance Brokers Ltd.

## Insurer security

We place your business with insurers whom we believe to be reliable and of good financial standing. However, we cannot be held liable if an insurer that we recommend subsequently cannot meet its obligations. You are still responsible for paying any premium or part-premium due.

## Premiums, fees and payments

For most insurer or managing agents we collect premiums as their agent. Once we have received the premium it is treated as having been paid to the insurer. Where an insurer refunds all or part of a premium (for example, in the event of the cancellation of a policy), the refund will be paid to us and we will pay it to you. You must pay your premium by the date specified to you with your quotation, in order for the insurance to be in force. You may pay your premium by cheque, credit card, BACS, cash, direct debit, debit card or instalments (subject to status). Where your premium is paid by direct debit then provided your insurer is willing to renew your policy, for your protection we will automatically renew your existing policy unless you tell us not to do so.

Please note that after a claim, insurers do not normally allow any refund of a premium and direct debit payments must be maintained in full. Should your premium payment(s) not be made by the specified date(s) when due, we have the right to cancel or to request your insurers to cancel the policy. Any refund of premium in this situation will be offset against the outstanding balance. If, when we have applied any refund to the amount outstanding, there is still an amount due to us, we may instruct debt recovery agents and their costs will be added to the amount outstanding.

If you pay in instalments or by direct debit, we reserve the right to arrange for your insurer to pay us outstanding balances in the event of a total loss claim, including, if applicable, any settlement received from your total loss plus policy. Any outstanding premium would then be deducted from the claim amount and the balance forwarded to you. Your quotation will show any fees that are applicable. The fees shown are current at the time of printing but we do reserve the right to vary them if necessary. Your branch will have details of the latest fees.

## Policy renewal

For policies with a renewal date we will normally contact you, to tell you the premium and terms applicable to the next period of insurance.

For your insurance cover to continue, you must instruct us on or before the date on which your policy is due to expire. There are no 'days of grace' and you are responsible for making sure your insurance is valid and in force.

If you pay by direct debit and your insurer is happy to renew your policy, we will automatically renew your policy, unless you tell us to do otherwise. There will be occasions however when we may identify a new insurer as better meeting your needs at renewal. In these circumstances we will advise you that this is the case but will need your instructions to arrange the new policy.

However your policy is renewed, you must remember to tell us of any changes that may affect your cover (e.g. convictions, accidents, drivers or business changes since your policy was last renewed), before the date on which your policy is due to be renewed, otherwise your cover may become invalid.

## Renewing a policy

We will normally contact you before your renewal date to tell you the premium and policy terms for the next period of insurance. It is your responsibility to ensure that your insurance remains valid and in force and that you have done nothing which might invalidate the insurance.

## Information about you

### **Disclosure**

#### **Provisions of instructions, information and completion of any required form**

To enable us to fulfil your instructions you must provide us with the information necessary regarding your insurance contract so that we can understand your requirements. Certain classes of insurance require the completion of a proposal form, questionnaire or equivalent document. You must complete such documents accurately. Whilst we may give guidance regarding the completion of these documents, we cannot sign these documents for you.

#### **Duty of fair presentation for commercial policyholders**

An insurance contract is one of the utmost good faith.

You owe a legal duty to make a fair presentation of the risk to the insurer. You have a duty to disclose to the insurer every material circumstance which you know or ought to know after a reasonable search or which is sufficient to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. In addition, you have a duty to disclose information in a clear and accessible manner.

A circumstance is material if it would influence a prudent insurer's judgment in determining whether to underwrite the risk and, if so, on what terms.



Failure to disclose a material circumstance may entitle an insurer to:

- in some circumstances, avoid the policy from inception and in this event any claims under the policy would not be paid;
- impose different terms on your cover; and/or
- proportionately reduce the amount of any claim payable.

This duty applies:

- before your cover is placed;
- when it is renewed; and
- at any time that it is varied.

Your policy wording may also provide that this duty continues for the duration of the policy.

You should contact us immediately for assistance if you are unsure whether information may be material, or if it comes to your attention that you may have not disclosed full and accurate information.

Full details have been sent separately contained in A-Plan's 'You and the Insurance Act 2015' leaflet.

## Check documentation and acceptance of coverage

It is your responsibility to check the documentation we send you in relation to each insurance contract and satisfy yourself that it is entirely in accordance with your understanding and instructions. You should advise us promptly of any incorrect points or changes required. Otherwise, we will assume that the documentation and insurance contract satisfy your requirements.

## Warranties and subjectivities

It is important that you are clear and understand all the terms of any insurance contract that we provide to you. It is also important that you treat all warranties seriously and comply strictly with them. Failure to do so may entitle the insurer to decline a claim under the policy. If you are aware that you are in breach of a warranty, you should keep a record of when the breach occurred and when the breach was remedied. You should always remedy a breach as quickly as possible. If the breach is not capable of remedy, you should tell us as soon as possible. If you have any doubts or reservations, you should tell us.

A subjectivity in your insurance contract may lead to the contract being invalidated or coverage prejudiced if the subjectivity remains outstanding. It is very important that you promptly satisfy any subjectivity so that it can be removed.

## Records and documents

Our files are confidential. Unless you permit us, we will not share information on your insurance with anyone other than you and your legal representatives, the insurer to whom you apply for insurance or any party as may be required for the proper performance of our or your insurers service to you, unless we are required to do so in order to meet our legal obligations under Statute.

Personal information, including information of a sensitive nature, provided by clients may be retained on manual and/or computer records, and/or other means and other than above, will not be disclosed to third parties. You are entitled to a copy of all information held on file about you and if it is incorrect, you have the right to have the data corrected. We will normally keep client records for at least five years after your most recent insurance policy has expired.

### **Protecting your data**

We take protection of your data very seriously and will always seek to abide by the spirit and principles of the Data Protection legislation at all times. We are registered with the Information Commissioner as Data Controller and Processor. Details of the Data Protection Act can be viewed on the Information Commissioner's website at **[www.ico.gov.uk](http://www.ico.gov.uk)**

You may request a copy of the personal data which we hold on you or raise any queries about the data we hold about you by writing to:

Data Protection Officer  
A-Plan Insurance  
2 Des Roches Square  
Witney  
OX28 4LE

Details of how we will use the information we hold on you can be found in the Privacy Policy on our website **[www.aplan.co.uk](http://www.aplan.co.uk)**

We will only use information we hold about you in the normal course of arranging and administering your insurance.

With your consent we may use your personal data to inform you about other products and services that we feel may be of interest to you, via mail, telephone, fax, email or other electronic messaging services. If you do not wish to receive marketing information from us by these methods or if you have any queries about how we use your information then please let us know by emailing the Data Controller at **[datacontroller@aplan.co.uk](mailto:datacontroller@aplan.co.uk)**

All insurers provide details of their policies and policyholders to databases accessed by other insurers and the police. This helps to detect uninsured drivers and reduce fraud and assists when dealing with claims. When you agree an insurance policy with us, you confirm that you agree to having details of your policy placed on these databases.

In the course of arranging and administering your insurance, we must pass on your details to your insurer. All our business partners adhere to the Data Protection legislation, are registered with the Information Commissioner and as such are directly responsible to the Commissioner for the way in which they manage their data.

## **Motor Insurance Database**

Details of all motor insurance policies taken out in the United Kingdom are automatically added to the Motor Insurance Database (MID), managed by the Motor Insurers' Bureau. This database may be consulted by authorities such as the police to identify uninsured drivers and by the Driver & Vehicle Licensing Authority in connection with its Electronic Vehicle Licensing operations. Further information is available at **[www.mib.org.uk](http://www.mib.org.uk)**

## Other information

### **Financial Services Compensation Scheme**

We subscribe to The Financial Services Compensation Scheme (FSCS). In the unlikely event that we cannot meet our obligations to you, you may be entitled to compensation from the FSCS. Eligibility for compensation from the FSCS depends on:

- The circumstances of each claim; and
- The type of person or organisation making the claim.

For most non-compulsory general insurances, compensation of 90% of the claim is available, with no upper limit. Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Applicable law**

All dealings with us are subject to English Law.

### **Your consent (third party)**

Providing they have your permission, we will accept instructions from another person on your behalf (your agent). If you would prefer us not to do so, please let us know.

We will act on all instructions received from your agent as if we were dealing with you directly and will continue doing so until you notify us in writing to the contrary. It is your responsibility to ensure that any instructions given to us by your agent are correct and to notify us of any limitations in respect of your agent's authority.

We will not be responsible for:

- checking that your agent has accurately passed on your instructions;
- any exposure arising from inaccurate information submitted by your agent to either us or an insurer; and
- checking that your agent has your continuing authority to instruct us on your behalf.

### **Credit searches**

Certain insurers do external data searches before calculating a premium or inviting renewal. This will include a credit check, which will appear on your credit history whether you proceed or not.

### **Drink/drugs clause**

A number of insurers will repudiate a claim if, at the time of an accident, the vehicle is being driven by a person under the influence of alcohol or any other substance that would adversely affect a person's ability to drive.

### **Driving licenses**

It is your responsibility to ensure that you and all named drivers hold a valid driving licence(s) for the insured vehicle(s). Failure to hold a valid licence may invalidate your insurance.

### **Continuous Insurance Enforcement (CIE)**

Continuous Insurance Enforcement (CIE) means your vehicle must be continuously insured, or a 'Statutory Off Road Notification (SORN)' sent to the DVLA. If your vehicle is not on the MIB database (which can be checked on [www.askmid.com](http://www.askmid.com)) you could be liable for a fine, prosecution and your vehicle could also be clamped. For further information please visit [www.gov.uk/vehicle-insurance/uninsured-vehicles](http://www.gov.uk/vehicle-insurance/uninsured-vehicles)

## Making a complaint

We work hard to provide our clients with a first-class service. If you are not happy with any aspect of the service you have received, we want to know and will do all we can to resolve the situation. In the first instance, please contact your local Branch Manager, who will try to resolve matters for you.

If you are unhappy with the response from the Branch Manager, you can refer the complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). If you wish, you can also refer your complaint to our Chief Executive at A-Plan Insurance, 2 Des Roches Square, Witney OX28 4LE, who will investigate and make every effort to resolve the issue for you.

The Financial Ombudsman Service will deal with your complaint provided that you are one of the following at the time of your complaint:

- You are a consumer (i.e. a private individual).
- You represent a micro-enterprise (an enterprise which employs fewer than 10 people with a turnover or annual balance sheet that does not exceed €2 million).
- A small business, irrespective of legal form, which is not a micro-enterprise and which has an annual turnover of £6.5 million and employs fewer than 50 persons or has a balance sheet total of less than £5 million.
- A charity with a group turnover of less than £6.5 million.
- A trustee of a trust with a net asset value of less than £5 million.
- A guarantor.

Your claim will be investigated for free.

If your policy is provided by an insurer operating from Lloyd's of London then you will be referred to Lloyd's before you are referred to the Financial Ombudsman Service.

## Third-party rights

These Terms of Business are enforceable only by those who have had direct dealings with us and are not enforceable by any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

The headings in these Terms of Business are for convenience only and shall not affect their interpretation. These Terms of Business shall be governed by and construed in accordance with English law. If any of the provisions of these Terms of Business are held to be invalid or unenforceable in whole or in part, the validity of the other provisions shall not be affected thereby. Our staff are not authorised to vary these Terms of Business but they may be varied by us in writing from time to time.