

## Service we will provide you

Insure As U Go

6 Concept Park  
Innovation Close  
Poole  
Dorset  
BH12 4QT

(Insure As U Go is a trading name of T&R Direct Limited)

Telephone Number: **01202 307930**

Email: [enquiries@insureasugo.co.uk](mailto:enquiries@insureasugo.co.uk)

Website: [insureasugo.co.uk](http://insureasugo.co.uk)

Calls to 01202 numbers are charged at local rates from a BT landline. Calls from other networks may vary. Please check with your network operator. Calls may be recorded for our mutual protection. For the purpose of your insurance contract, all calls will be recorded to protect both parties and to improve the service we offer.

### Our Service

We will advise and make a recommendation for you after we have assessed your demands and needs. Our advice will be confirmed in a demands & needs and suitability statement, giving reasons for our recommendation.

We are an independent insurance intermediary, who acts on our customers' behalf in arranging insurance, we will advise you separately prior to the commencement of each contract if this alters. 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, online or by telephone.

As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims.

You must co-operate with us throughout the duration of the policy and any claim thereunder. If you fail to co-operate, we will be unable to offer our services to you and we will ask you to place your business elsewhere.

We will not tolerate threatening behaviour, physical or verbal abuse towards our staff. Any such behaviour will result in us requesting that arrange your policies elsewhere.

If you mislay your policy at any time, we will issue a replacement policy document, if you request it.

In respect of Legal Expenses/Motor Breakdown policies you will not receive advice or a recommendation from us and you will then need to make your own choice about how to proceed.

### Applicable law

The laws of England and Wales shall apply to these terms of business and the courts of England and Wales may deal with disputes in connection with these terms of business. If you live in Scotland, Scottish law will apply and Scottish courts may deal with disputes in connection with these terms of business.

### Language Used

The English language will be used 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.

### How you can pay

You can pay monthly by Direct Debit or pay for your policy in full by credit or debit card.

If paying by Direct Debit we use Close Brothers Premium Finance.

If you decide to pay by Direct Debit you will need to sign a Consumer Credit Agreement, which will set out the terms and conditions you will be agreeing to; you will need to read this carefully as it is a legally binding document.

## Terms of Business (Services and Regulations)

You will also receive two separate documents (called the SECCI and Adequate explanations) which summarise the key terms of the credit agreement.

If you default on any credit agreement, we will immediately notify the insurer and expect you to make good any missing payment within 14 days after which if the payment remains outstanding, we shall without further reference request the insurer cancel the policy. In the event of any subsequent default we will ask you to settle the premium in full and if you do not, we shall notify the insurer and arrange for the policy to be cancelled. Any other policy that you arrange with us or any invitation to renew any policy on which there has been a default will be on the basis of payment, in full, in advance only.

We do not accept payments by credit/debit cards which have been issued from outside the UK.

Where you are due a refund from us we will endeavour to pay this back to you via the same method by which you paid. It can take up to 60 days for you to receive any refund that is due.

If we refund you via cheque and this cheque remains uncashed you will have six years to claim this money under your statutory rights.

### Renewal of your policy

At least 21 days before your renewal we will contact you about your renewal requirements and provide you with a renewal quote. If we are unable to contact you or if you don't wish to decide at that time, then we will send you a letter setting out your renewal quote and will ask you to contact us. Also, if you are paying by Direct Debit, Insure As U Go will arrange to renew your policy automatically if, prior to your renewal date, contact between us has not been successful or if you have not confirmed whether or not you wish to proceed.

We would do this for your protection. If your insurer is unable to offer cover, we will attempt to locate a similar policy and will automatically replace you with this insurer to ensure you remain covered, again for your protection. The appropriate documentation will be sent to you so you can make an informed decision about whether to renew your policy on the new terms. In some instances, such as the Direct Debit instruction no longer being active we may be unable to automatically renew your policy.

If you do not wish us to take this action, please tell us at any time up to 7 days before your renewal date. If we do not hear from you to the contrary, we will treat it that you agree to this.

If you are paying for your policy by Direct Debit, and you are happy with your quote to renew, there will be nothing further for you to arrange. Your Direct Debit payments will continue automatically, you will be informed if your payment collection date is going to change as a result.

### Important information

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your responsibility and duty as a consumer to take reasonable care not to make a misrepresentation to us or any insurer. Under the act, an insurer has a remedy against a consumer in respect of any qualifying misrepresentations that is in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be deliberate, reckless or careless.

A consumer, under the act, is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession.

It is imperative that you ensure all declarations made by you on a Statement of Insurance, Proposal form, online quotation form, claim form and all other documents are completed fully and are precise. If you require a copy of any of your documents, please contact us immediately.

A failure by the consumer to comply with an insurer's request to confirm or amend particulars given at the inception or renewal is capable of being a misrepresentation for the purpose of this act.

Please contact us immediately if you have any concerns relating to your insurance policy and the risk information provided.

### **Your Duty of disclosure**

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance.

It is important that you ensure that all statements you make on proposal forms, statements of fact, claim forms and other documents are full and accurate.

Please note that if you fail to disclose any information or change in circumstances to your insurers which could influence the cost, or their decision to accept your insurance, this could invalidate your insurance cover, and could mean that part or all of a claim may be not be paid.

### **Fair representation**

If you take out a policy and it falls outside the definition of a policy for a consumer, as shown above, then you will be a Commercial customer and under the Insurance Act 2015 representations of facts made by you to your insurer or us are your responsibility and must be correct and accurate throughout the duration of your policy.

Your attention is drawn particularly to the importance of the declaration on a statement of fact and the declaration and signature on a proposal form, as any breach may invalidate your insurance cover in part or alternatively in whole.

Facts or information which may influence an insurer as to the acceptability of your proposal or renewal must be disclosed throughout the life of the policy. The information must be able to be verified easily by the insurer.

Under the act an insurer has a number of remedies against a commercial customer in respect of qualifying misrepresentations in breach of the commercial customer's responsibility where the insurer deems the misrepresentation to be deliberate, reckless or careless.

If you require copies of documentation that are sent or received by us, these are available upon request. You should always keep copies of all insurance documents for your own protection.

Please contact us immediately if you have any concerns relating to your insurance policy and the risk information provided.

### **Road Traffic Act**

We must remind you, it is your personal responsibility under Road Traffic Act legislation to ensure that before using or permitting the use of a vehicle on the Public Highway, you have a valid insurance policy in force for the vehicle you are covering.

### **Motor Insurance Database (MID)**

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and/or services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic incident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic incident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

### **Documentation Required**

To allow us/insurer to finalise your application, you may be required to supply various documents as evidence, to prevent and combat fraud; these are listed.

**No Claims Bonus** – You must provide us with evidence within 21 days of the start of the policy. Failure to supply your No Claims Bonus may result in the discount being removed and an additional premium being applied.

Alternatively, your insurer may cancel your policy. If your policy is cancelled for this reason, we will calculate any refund of premium based on Nil Bonus, in accordance with the terms set out within the documentation.

We are only able to accept No Claims Bonus that is:

- Earned on a similar policy to that incepted
- Earned in the name of the policyholder
- Earned within the last 2 years
- Shows the number of Years claims free
- Must not be used on another policy (Used on one policy at a time)

**Proof of Residency** – Some insurers may request additional evidence of proof of address or residency. We will have 14 days to supply this information. Failure to supply the relevant evidence may result in your policy being cancelled.

**Valuations** – You must provide us with evidence within 21 days of the start of the policy if your policy insurer requests proof of valuation. This is applicable to the following policies (Subject to verbal or written request)

- Home
- Motor Other Documentation required (Subject to verbal or written requests)
- Subsidence questionnaire
- Evidence of the work carried out to rectify Subsidence

### **Check your documentation**

It is your responsibility to check your Statement of Insurance, Schedule and Policy Wording as these document form the contract of insurance with your insurer(s). Please check these carefully and inform us immediately of any errors.

If you make any changes to your policy, or add additional information, we will send you the revised documentation. You must check the documentation carefully and notify us straight away of any errors. You must be aware that this could result in an additional premium being charged by your insurer(s) and an administration charge by ourselves.

Breach of any terms, conditions or warranties may enable your insurer(s) to terminate your policy, or repudiate a claim under your policy. If there is anything you do not understand please contact us immediately.

### **Withholding documents**

We reserve the right to retain certain documents until any payments due have been made or outstanding documentation has been provided. We will provide any documents you are required to have by law. If the credit agreement requires you to pay an advance payment, you're required to pay that payment by the date specified by us or your policy may not be valid.

### **About your information**

Our full Privacy Policy can be found online at:

[http://insureasugo.co.uk/privacy\\_policy](http://insureasugo.co.uk/privacy_policy)

If you'd like a copy of this, but do not have access to the internet, please contact us on **01202 307930**.

We process your details for contractual purposes in order to provide you with insurance quotes, policy set up and administration and maintenance of your insurance policies.

It is important the information we hold about you is accurate, if you need us to update or correct your details please contact the office and we will be happy to help on **01202 307930**.

In order to prevent or detect fraud we will check your details with various fraud prevention agencies and anti-fraud registers, who may record a search. Searches may also be made against other insurers' databases. These checks include processing conducted automatically by computers and may affect pricing or our ability to quote for insurance.

Insure As U Go may contact you from time to time by post, email and telephone for our legitimate marketing purposes in order to let you know about offers we have on products and services which may be of interest to you. If you would like to opt-out of receiving marketing information of any kind, you can let us know by calling the office, emailing [enquiries@insureasugo.co.uk](mailto:enquiries@insureasugo.co.uk) or by visiting our online portal and amending your contact preferences.

Insure As U Go do not sell your personal data to any third parties for the purposes of marketing their own products or services. Where our partners offer products or services that may be of interest to you, we will always obtain your specific consent before providing any details to them.

If you feel we are not following Data Protection laws or you are not happy with the manner in which we have processed your information, then you have a right to complain directly to the Information Commissioner at:

Information Commissioners Office  
Wycliffe House,  
Water Lane,  
Wilmslow  
SK9 5AF

#### **Introducer Arrangements**

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

#### **Fair Presentation in Accordance with the Insurance Act 2015**

Before entering into this or any insurance contract you as the policyholder or as the policyholder's authorised manager must make a fair presentation of your risk to us, as failure to do so may have consequences later in the life of the policy in respect of both premiums and claims. Each insurer has its own view of the Insurance Act and if you want to know the remedies that your insurer might apply to circumstance that calls into question the underwriting and claims information submitted, please contact us.

In accordance with section 3 of the Insurance Act 2015. Such fair presentation must be reasonably clear and accessible, each representation of fact substantially correct, and every material representation of expectation or belief is made in good faith. Under section 4 of the Insurance Act 2015 an insured must disclose all material circumstances known to its senior management / policyholder and those persons responsible for the policyholder's insurance.

Fair presentation covers every material circumstance which you as the policyholder or you as the policyholder's authorised manager after enquiry knows (or ought to know) generally. Clearly where appropriate this would include the policy holder's senior management and/or persons that this policy is expecting to cover. For the sake of completeness, this also covers any information held within the policyholder's household or by any third party (including but not limited to subsidiaries, affiliates, or any other person or entity who will be covered under the insurance). If the policy holder is a representative of other parties and is arranging this policy to include those other parties, it would be expected that the policyholder will have included them in its enquiries, and if that has not happened then that policyholder must inform us so that reasonable searches may be conducted by other means.

This declaration must be read by the policyholder, the policyholder's authorised manager, members of the policyholder's senior management team and any other party that is to be covered under this insurance. We would appreciate your written confirmation that you have read, understood and complied with this advice but if we don't hear from you within 14 days of the policy renewal or inception date, we will assume that you have complied and that you and any other party described above understand and have complied with the requirements of Fair Presentation and have acted within the guidelines above.

#### **Our fees for administrating your policy**

<b>Transaction Type</b>	<b>Service Charge</b>	<b>Comments</b>
Quotations	No Charge	-
Brokerage New Business Online	£3	-
Brokerage New Business Offline	£3	Your policy may be subject to a negotiation charge, which will be up to 25% of the premium. If a negotiation charge is made the brokerage service charge will be waived.
Brokerage Renewal	£3	Your policy may be subject to a negotiation charge, which will be up to 25% of the premium. If a negotiation charge is made the brokerage service charge will be waived.
Changes to a policy	£20	Where a charge results in a premium refund being due to you, that refund will be reduced by any service charge, lost commission and any other monies owing in respect of your policy.
Cancellations within the 'cooling off' period	No Charge	-
Cancellations outside of the 'cooling off' period'	No Charge	-
Direct Debit Default	£20	-
Copy of Original Documents by Post	£5	Should you request additional copies of documents previously posted to you during the period of insurance, this will incur a £5 charge.
Copy of Original Documents by Email/Link	No Charge	-
Failure to return a signed Credit Agreement within 10 days	£20	-
Payment by card	No Charge	-
Refund Payment by cheque	£20	Any refunds by an insurer less than £20 – no refund will be given.

## How we are regulated

### The Regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

Our Financial Services Register number is 604784 and you can check our status and permissions at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

### Our Activities

The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance.

### Our Service

We can act both as an agent of an insurer, and on behalf of you, the customer. 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 also act on behalf of insurers when collecting premiums under risk transfer (See "Money" section).

### Advised Sales

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 provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks.

### Non-Advised Sales

We will provide you with information only; including generic comparisons between different insurers, you will need to make your own choice as we will not provide you with any advice or specific recommendations.

We will confirm to you the level of service we are providing as part of our sales process. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes.

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

### Our Product Selection (Fair Analysis)

We offer products from a wide range of insurance companies. Our selection usually involves presenting to a reasonable number of insurance companies that will insure for the risk at hand, and this is called a fair & personal analysis of the market.

Sometimes we may only approach a specified number of insurers and this is a Panel, or in some cases, we may only approach one insurer, in either case, we will tell you the basis as part of our selling process. We will also provide a list of the companies that form the Panel we have approached at quotation stage.

### Single Insurer

We may only offer a single product from one insurer and so do not approach other providers. This may include; Band, Single Instrument, Travel, Recording Studio, Legal Expenses, Home Emergency, Excess Protection, ASU, Breakdown Assistance and Insure As U Go policies.

We will advise you if we are contractually obliged to use any insurer.

### Money

We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers. This will include holding your money in the following way.

A **non-statutory trust client bank account** allows us to use the money held in trust on behalf of one customer to pay another customer's premium before we receive it from that customer and to pay premium refunds or claims before we receive payment from Insurance Companies. This is a standard practice within the Insurance Industry and we cannot use your money for any other purpose. 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 where 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.

### Our Remuneration

We usually receive a commission from the insurance provider with whom we place your business, and this is expressed as a percentage of the premium you pay 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.

In addition, we may also charge you a fee for arranging your insurance and full details will be provided to you at outset.

### Payment Options

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 and 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.

**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 that we only use Close Brothers Premium Finance for the provision of premium finance facilities.

**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.**

### Your Right to Cancel (Applicable to Consumers only)

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside 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 receiving the full terms & conditions.

You will always be advised where this Right applies. A charge may apply for the period of cover provided and, in addition, an administration charge will apply as shown in the 'service we will provide you' terms, cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

#### **Complaints (Composite and Lloyd's Insurers)**

Our aim is always to provide our customers with a first-class service; however we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our office telephone **01202 307930**, or write to:

#### **Complaints**

Insure As U Go  
6 Concept Park  
Innovation Close  
Poole  
Dorset  
BH12 4QT

Email: [enquiries@insureasugo.co.uk](mailto:enquiries@insureasugo.co.uk)

If we are unable to resolve the issue to your satisfaction by the end of the next business day, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within 3 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response in no later than 8 weeks.

If your insurer is a Lloyds managing agent (see policy wording) and you remain dissatisfied with the response that you receive from us, you may if you wish, refer your complaint to Lloyd's. Lloyd's 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](mailto:complaints@lloyds.com)

Telephone: +44 (0)20 7327 5693

Fax: +44 (0)20 7327 5225

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

#### **Lloyd's Policyholder Leaflet**

[https://trdirect.co.uk/documentation/how\\_we\\_will\\_handle\\_your\\_complaint.pdf](https://trdirect.co.uk/documentation/how_we_will_handle_your_complaint.pdf)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

Alternatively, should you remain dissatisfied with Lloyd's final response, you may, if eligible, refer your complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

If you are not happy with our response, or the position after a period of 8 weeks (Insurer Not Lloyd's), 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](http://www.financial-ombudsman.org.uk)

**A full copy of our complaints procedure is available on request.**

#### **Financial Services Compensation Scheme (FSCS)**

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and [www.fscs.org.uk](http://www.fscs.org.uk).

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent.