

# Terms of Business Agreement

## UK Sure Services Ltd

By asking us to quote, arrange, or administer your insurance, you are providing your informed agreement to these Terms of Business. For your benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us.

### **01. The Financial Conduct Authority (FCA)**

The FCA is the independent watchdog that regulates financial services. UK Sure Services Ltd is authorized and regulated by the Financial Conduct Authority. Our Firm Reference Number is 923039. Our permitted business is advising and arranging non-investment insurance contracts. You can check this on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk>

### **02. Whose products do we offer?**

We offer a range of policies from a limited range of providers from across the market which does not represent the whole market.

### **03. Which service will we provide you with?**

We provide a non-advised service. We will ask you some questions to help us ascertain your demands and needs, and we will then provide you with sufficient information on what we believe to be a 'suitable product', but not necessarily the most suitable product', for your demands and needs. The information we provide is intended to help you make an informed decision about how to proceed. Ultimately, you will need to make your own decision about how to proceed. In all cases, we will arrange the product on your behalf.

### **04. Renewals**

Please note that we operate on an auto-renewal basis. Policies will be automatically renewed upon at renewal date, unless specified otherwise or unless you have informed us of your intention to lapse the policy. Your statutory rights are not affected.

### **05. Disclosure of information**

It is important that you understand that any information, statements, or answers made by you to us or your Insurer are your responsibility and must be correct, as failure to disclose facts material to the insurance or any inaccuracies in your answers may invalidate your insurance cover. These facts must be disclosed at the earliest opportunity and certainly at each renewal. If you are a retail client you are duty-bound to avoid any misrepresentation & if you are a commercial client, you are duty-bound to make a fair representation of risk, for this is solely yours as

we cannot be expected to have known facts that have not been disclosed to us. Please keep copies of any documentation sent to you for future reference.

## 06. What will you have to pay for the services?

We are remunerated by commission from your insurer. Where we receive no commission, we charge a non-refundable broker fee in lieu of commission of £75 or 15% of the gross insurance premium (*whichever is greater*) which is payable on the inception of your policy. We may receive a commission for arranging instalments from a premium finance provider or earn income from claims management companies. You have the right to ask us about our earnings at any time! In addition, we also have individual services charges to cover the administration of your insurance policy. Such charges are non-refundable and are shown on the table below:

Type of charge	Amount	Reason
Arranging a new private insurance policy	<b>£50.00</b>	To cover the costs in arranging and setting up your policy
Renewing a new private insurance policy	<b>£50.00</b>	To cover the costs in arranging and setting up your policy
Arranging a new commercial insurance policy	<b>£75.00</b> or <b>5%</b> of the gross insurance premium ( <i>whichever is greater</i> ).	To cover the costs in arranging and setting up your policy
Renewing a new commercial insurance policy	<b>£75.00</b> or <b>5%</b> of the gross insurance premium ( <i>whichever is greater</i> )	To cover the costs in arranging and setting up your policy
Making a change to your policy*	<b>£29.00</b>	To cover the costs of making an adjustment to the policy and issuing documentation/ correspondence.
Incorrect information supplied/non-disclosure identified on the policy**	<b>£29.00</b> plus time on cover charged by the insurer	To cover the costs of checks to identify any errors, issuing documentation and adjusting the policy.
Cancellation of a policy	<b>£39.00</b> plus time on cover charged by the insurer	To cover the cost in cancelling the policy, administering any further correspondence.

\* Premiums payable and acceptance of any amendment made is at the discretion of your insurer. In addition to any premiums payable some insurers may apply a charge for making a change to a policy – please refer to your policy booklet.

\*\*Fee is applicable when an amendment is made. The fee will also be retained if the policy is later cancelled by us or yourself, whereby it is reasonable to do so. This fee is chargeable from date of purchase, and both within and after the 14-day cooling off period.

## **07. Protecting your money**

We hold your premium payment under risk transfer as an agent of the insurers and we do this by paying it into an insurer premium trust account until it is passed to the insurers. This is to protect your money and means that whilst your money is in the account, it cannot be used for any purpose other than paying the insurers or any intermediaries through whom we may have arranged your insurance. We will retain any interest earned on the account. In the event of any refund of money being due, it may take up to 30 days for the funds to arrive from the insurer and be returned to you.

## **08. Insurance policy validation**

If any non-disclosures or misrepresentations are identified we and your insurer reserve the right to take the following action: a) Declare the policy void; b) Cancel the policy; c) Continue the policy by amending the terms and premium (Where we can continue with the existing policy by amending the terms and/or premium the amendment will automatically be made. We will write to you and notify you of the revised changes that are being applied. This action is taken to ensure you remain insured, if you are paying by instalments the payments will be amended to reflect the revised offer, the finance provider will write to you before the next payment is due. If you have paid the premium in full an invoice will be raised for the extra premium and fees).

## **09. Professional Indemnity Insurance**

We conform to the FCA requirements in respect of Professional Indemnity Insurance. This type of insurance is mandatory for insurance intermediaries.

## **10. Cancellation Process**

If you wish to cancel your policy please contact us in writing at UK Sure Services Ltd, Cancellations Department, Greencoat House, 32 St. Leonards Road, BN21 3UT Eastbourne, East Sussex, BN21 3HA, by email: [info@uk-sure.co.uk](mailto:info@uk-sure.co.uk) or, by telephone at 01323 416706. We reserve the right to charge a fee of £39 upon cancellation of a policy, where we cancel the policy unless the cancellation is within 14 days of inception or renewal of the policy. Your statutory rights are not affected.

## **Cancelation during Cooling Off Period**

The 14-day cooling off period starts when you purchase your policy or when you receive your policy documents (*regardless of whether the policy has started*) whichever is later. This applies to both new policies and renewals.

**Please note:** Impounded vehicle Insurance has no 'cooling-off' period, therefore no refund will be given if you decide to cancel at any time!

Your insurer will charge you a pro-rata amount for the time you have had on cover (*provided no claims have been made or there have been no incidents which may give rise to a claim in that period*) plus the insurers administration fee.

## **Cancelation outside Cooling Off Period**

Your insurer will charge you a pro-rata amount for the time you have had on cover (*provided no claims have been made or there have been no incidents which may give rise to a claim in that period*) plus: **a)** The insurers administration fee; **b)** Our cancellation fee of £39.00; **c)** Any other applicable service charges that you have incurred during the course of your policy or non-refundable policy add-on premiums; **d)** Cancellation of finance charge (where applicable); **e)** Any interest costs accrued from the finance provider (where applicable).

If the refund provided by the insurer is insufficient to cover our charges you will be required to pay the balance to us. After the cooling off period has expired, some add-on premiums may be payable in full, please refer to your policy booklet.

In some circumstances, instead of your insurer charging a pro-rata amount, they may use a short period cancellation scale for calculating refunds, please refer to your insurer's policy document for the terms that apply to your policy.

### **11. Paying in instalments**

When arranging instalments, we act as a credit broker, not a lender. We offer instalment facilities via Close Brothers Premium Finance a regulated premium finance provider. Subject to our agreement, you can choose to pay your premium with an initial payment, and Close Brothers Premium Finance will then pay the remaining balance of your premium. You will then pay Close Brothers Premium Finance back over monthly instalments with applicable interest applied.

**Please note** that paying by instalments does not mean you have a month-to-month insurance policy. It simply offers a more manageable way of paying for your annual premium.

If you decide to pay via instalments, you will enter into a credit agreement with Close Brothers Premium Finance, which is separate to the insurance policy. Close Brothers Premium Finance will send you a credit agreement which you must sign and return. Close Brothers Premium Finance will carry out anti-money laundering assessments, and may use credit scoring, credit reference agencies and automated decision-making systems. If they cannot validate your application, they will be unable to provide finance for your premium. This assessment will be performed after you have purchased the policy. If the premium finance provider is unable to provide finance, we will discuss the various payment options with you.

**Payment Defaults** - In the event of payment default, we reserve the right to: a) Charge interest on any resulting debt; b) Pass on to you any fees or charges we incur or cancel your policy.

We will use a third party to aid debt recovery, and this may result in additional charges being incurred by you.

**Policy Amendments** - If you make a change to your policy which results in an additional premium, we may require you to pay the additional amount in full or make a part payment with the balance added to the remaining monthly payments.

**Premium Finance Cancellation** - If for any reason, the direct debit agreement is cancelled it is important that you contact us immediately.

**Motor Claims** - In the unfortunate event of a fault claim, your annual premium must be paid in full meaning you will not be entitled to a premium refund and must pay all instalments in your credit agreement!

## **12. What to do if you have a complaint**

If you wish to register a complaint, please contact us in writing at UK Sure Services Ltd, Complaints Department, Greencoat House, 32 St. Leonards Rd, Eastbourne, East Sussex, BN21 3UT, or by phone at 01323 416706. If you wish to obtain a copy of the firm's Complaint Handling Procedure, please be in contact with UK Sure Services Ltd.

Please be assured that we treat complaints seriously. For your further protection, if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS'). Full details can be found on the FOS website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

We are covered by the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Advising and arranging of optional insurance policies are covered for 90% of the claim, without any limitation. Compulsory insurance policies are covered at 100%.

## **13. Data Protection**

You may request confirmation of the information we hold about you, to which we will respond within 30 days. You consent to us, or any company associated with us, processing your data per the [Privacy Notice](#) of the firm. If you wish to obtain a copy of the firm's Privacy Notice, please be in contact with us in writing at UK Sure Services Ltd, Greencoat House, 32 St. Leonards Road, Eastbourne, East Sussex, BN21 3UT or by phone on 01323 416706.

We may undertake checks via credit reference and fraud prevention agencies to manage your account with us. Please note that these checks should not affect your credit rating. Furthermore, any of our Product Providers (including Credit Providers), may also undertake checks via credit reference and fraud prevention agencies to obtain information about your credit profile. This may affect your credit rating.

We may communicate with you via various methods including email. Although all our emails are scanned for viruses, it is recommended that any attachment(s) be scanned by yourselves as we cannot be held liable for any loss or damage caused by software viruses. If you choose to communicate with us via email, please be aware that email communications without the use of encryption, may not be the safest method of communication. If you wish to guarantee the safety and confidentiality of any information you send to us via email, encryption methods should be used.

## **14. Governing law**

The laws of England and Wales govern this agreement, and any dispute is subject to the jurisdiction of the English courts.

**Last Updated 27/11/2024**

Address: UK Sure Services Ltd, Greencoat House, 32 St Leonards Rd, Eastbourne, East Sussex, BN21 3UT

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