



## Terms of Insurance Business

### **About us**

aba Group of Bridgeman House, Salop Street, Bolton, BL2 1DD is authorised and regulated by the Financial Services Authority. Our Firms Registration Number is 305523. We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling upon a fair analysis of the insurance market with respect to non-investment insurance policies. For certain classes of business, we may deal with a small number of insurers or a single specialist insurer. We are not contractually obliged to do this and you will be informed if this applies. You can check these details on the FSA's Register by visiting the FSA's website <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

### **Your duty of disclosure**

Your insurance is based upon the information provided to the insurance company and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurer's decision to accept the policy and what terms are applied must be disclosed.

*Failure to disclose material information may invalidate your insurance and could mean that part, or all, of a claim may not be paid.*

### **How to cancel**

You may have a statutory right to cancel this policy within a short period. Please refer to your policy summary or your policy document for further details. If you cancel you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. We may keep an amount that reflects the administrative costs of arranging and cancelling the policy.

If you wish to cancel outside this period you may not receive a pro rata refund of premium. We may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of charges).

### **Protecting your information**

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent in relation to administering your insurance, and except where law requires us.

Some or all of the information you supply to us in connection with your insurance proposal may be passed to insurance and other companies for underwriting, claims and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998, under which you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the managing director at the above address.

### **How to claim**

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the insurer direct as soon as possible using the contact details provided. If in doubt about whom you should contact, please contact us on 01204 364 842.

### **Fees and charges**

All renewal premiums are due for payment on or before renewal date and new business/additional premiums within 7 days of the receipt of the invoice. aba will allow clients to take 28 days credit but this is strictly subject to an understanding that Insurance Company

documentation such as receipts and certificates of motor and employers liability insurance will be retained by aba until such time as the premium is paid. These terms may be amended by notifying the client in writing on any specific case.

aba receives remuneration by way of commission paid to us by Insurers. From time to time either we and/or underwriters may make a charge or Administration Fee. We undertake to notify you of such charges, which will appear as a separate item on our documentation.

Please note that these are non-refundable. For retail customers, we will make a charge of £10 for all new and renewal transactions.

1. Where there is a return premium we reserve the right to make a charge of 15% of the return premium.
2. Any default in an instalment payment facility or unpaid cheque will incur a £10 charge on each occasion.
3. We will make a charge of £25 for duplicate documentation.

Where a fee or charge is payable, you will be advised before you commit to it.

### **Protecting your money**

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your policy is treated as being paid for), or we hold it in a client bank account on trust for you.

We may transfer your money to another intermediary in some cases. However your money will be protected at all times because of the requirements of FSA rules. We also reserve the right to retain interest earned on this account.

*By accepting this Terms of Insurance Business document, you are giving your consent for us to operate in this way.*

### **Complaints**

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact the managing director at the above address or ring 01204 364 842.

You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0845 080 1800 and further information is available at <http://www.financial-ombudsman.org.uk/>

If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

### **Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations.

This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder 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. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting <http://www.fscs.org.uk/>

### **Law**

Unless otherwise stated all insurance contracts offered by aba will be subject to English Law.