Our Terms of Business – Commercial

The Financial Conduct Authority (FCA) regulates and supervises financial services firms in the UK. Use this information to decide if our services are right for you. Please read these terms carefully. If you have any questions about this Terms of Business document or have any questions regarding our relationship with you, please contact us.

Accepting our Terms of Business

By asking us to quote for, arrange or assist in the administration and performance of your insurances, you are providing your informed agreement to these Terms of Business.

It is your responsibility to obtain authority to act for all joint policyholders (if applicable) and to keep them informed of matters relating to this agreement.

About Business Choice Direct Insurance Services

Business Choice Direct Insurance Services is a trading name of Specialist Broking Retail Limited, Registered in England and Wales (No: 10301653). Registered office: Affinity House, Bindon Road, Taunton, Somerset TA2 6AA. Specialist Broking Retail Limited is authorised and regulated by the Financial Conduct Authority, FRN: 927512. You can check this on the FCA's website at https://www.fca.org.uk/firms/financial-services-register or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

Our trading address is 1st Floor, Stoneham Gate, Stoneham Lane, Eastleigh, Hampshire, SO50 9NW. We are part of the Lloyd & Whyte Group. VAT Registration Number 477 7248 00.

Business Choice Direct Insurance Services referred to herein as "Business Choice Direct" or "we" or "us" or "our".

Our status and the scope of services provided

We are an insurance broker who arrange insurance cover through a fair analysis of Insurers for commercial insurance in most circumstances, for a limited range of products we arrange cover through single Insurers. Our services include, but is not limited to, arranging your insurance cover and assisting you with ongoing changes.

Whereby you contact us directly, we will advise and make a personal recommendation after we have assessed your demands and needs. Whereby you purchase insurance cover arranged by us, online, we will not be giving advice or making a personal recommendation about the insurance products offered, you must ultimately decide whether the policy is suitable for your demands and needs based on the information provided.

We can also provide credit-broking and debt administration services; further information is set out in the 'Payment of premiums and refunds' section.

We will consistently provide detailed instructions on accessing your welcome pack, inclusive of all policy documentation, via email. However, you can choose to have all this information posted to you.

The capacity in which we are acting

In almost all circumstances, we act as your agent in arranging and administering your policy. In circumstances where an Insurer has permitted us delegated authority, we act as agent of the insurer in underwriting your policy.

Our Commitment to You

We always aim to deliver good service and support when you need it and to treat you fairly in all our dealings with you. This means that we will always conduct our business with skill, care and integrity and we will not put ourselves in a position where our duty to you is compromised.

Fair Value

In most circumstances, the products we offer are manufactured by product providers (usually the insurers) whereby we act as the distributor. In some cases, the products we may offer are co-manufactured by product providers (usually the insurers) and by us. As a distributor, we have measures in place to:

- Obtain information about the product, the product approval process and understand the identified target market;
- Ensure we understand the value assessment that the manufacturer has undertaken, so we can distribute the product accordingly;
- Consider the impact that our distribution strategy and process have on the value of any product;
- Provide information to support the manufacturer in their product reviews;
- Amend our distribution processes if we identify it results in harm to our customers; and
- Carry out product reviews for all products we distribute.

Insurer security

We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer we place business with, and we do not hold voting rights or capital in any insurer. The insurers we use are regulated and required to hold adequate capital resources. If you have any concerns about the insurance company recommended, please contact us.

Should we use an un-rated insurer, we will notify you in advance in order for you to make an informed decision. An un-rated insurer means this is an insurer that does not carry a financial strength rating given by an international rating agency. The insurer financial strength rating provides an assessment of the financial strength of an insurance organisation and its ability to pay claims to its policyholders. So, while in some cases an unrated insurer may provide a cheaper premium, unrated insurers are usually based outside the UK and are not held to the same solvency test and other regulations as UK-based rated insurers.

Quotations

We cannot guarantee that any quotes will be valid for any specific period of time as any quote given is dependent on insurer rates which can change frequently. Your Insurer has the right to decline your risk, increase the premium, or restrict the policy if any errors or omissions are found in the information disclosed to them. They also reserve the right to withdraw or amend a quotation at any time before the insurance is issued.

Your responsibilities

Under the Insurance Act 2015, you have a duty to give a fair presentation of risk to the insurer, this means you must disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a fair presentation may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. Any advice we offer will be based on the details you provide.

When you receive your documentation, you must check all details are correct and pay particular attention to any declarations you may be asked to sign. If there are any inaccuracies, please contact us to make the required amendments immediately. It is important you read all insurance documents issued to you and ensure you are aware of the cover, limits and other terms that apply. Failure to comply with the terms, conditions or warranties could invalidate your policy or mean that claims may not be paid.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about the information you need to provide, please contact us for guidance.

Credit searching and references

To make sure insurers can provide you with their best price, and to protect you from fraud, they may use public and personal data from a variety of sources, including credit reference agencies and other organisations. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed, helping to trace debtors, and prevent fraud. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring calculations are used, the acceptance or rejection of your application will not depend only on the results. By applying for a quotation, you agree to the use of your information. The insurers' search will appear on your credit report as 'Business Choice Direct', whether or not your quotation proceeds to application, but it won't harm or adversely affect your credit profile.

Documentary evidence

To provide you with competitive prices and to combat fraudulent applications and claims, our insurers require us to validate documentation linked to the policy type, including but not limited to; driving licences, no claims bonus' and V5 Registration Documents. **Failure to provide us with this evidence within 14 days of the start date of your policy may result in your insurance policy being cancelled by your Insurer**. If your policy is cancelled for this reason, we will calculate any refund of premium in accordance with the 'Cancellation of your policy' section of this document.

Making a claim

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation provided. Generally, insurers require immediate notification of a claim or of any circumstances which may give rise to a claim. We will employ due care and skill if we assist you in respect of a claim.

Business Choice Direct is partnered with a third-party firm to provide you with assistance in making a claims notification, in the event of a non-fault claim, available to you dependant on your motor policy type, please contact us on 0333 241 2204, in the event of a potential non-fault claim and we can advise you accordingly.

Renewing your policy

Your insurance policy may be subject to automatic renewal. If this applies, you will be informed within both the outset of the policy and at subsequent renewals. You will also be provided with the information on the right to cancel the auto-renewal arrangement at any time, and the conditions for exercising this right.

Where you have not been advised your policy will automatically renew; we will contact you to re-assess your information and provide a quotation for the following period of insurance, failure to reply to our correspondence will result in the policy lapsing.

Fees and Charges

Please see below for a breakdown of charges and fees which may be charged on your policy:

During the lifetime of your policy, you may need to contact us to make changes. Some of these changes may result in a change of premium charged by the insurer. In addition, we charge a fee to administer any changes to your policy. We also charge a fee if your policy is cancelled.

Policy arrangement fee

In addition to the above we do charge a fee for arranging your policy. The monetary amount of any such fee will be disclosed to you prior to you purchasing/renewing the policy.

Other fees are as follows:

	Our Charges
General administration charge for any changes (Mid-Term Adjustments) to your policy	up to £75.00
Cancellation charge for policies cancelled before inception date	£25.00
Cancellation charge for policies cancelled after inception date	up to £75.00

Late Disclosure

Should a late disclosure become evident on your policy resulting in an additional premium and a premium finance instalment plan is in place, we will automatically adjust the loan.

Other remuneration

You are entitled to request at any time information regarding commission we may have received as a result of us placing your insurance business. We also receive an income for financed policies which is a percentage of the overall interest charged for the premium finance.

If the type of policy we sell reaches specific profit targets the insurer may also pay us an additional bonus.

Cancellation of your policy

Please note that any cancellation charges listed herein are the charges we make; your insurer may also charge a cancellation fee in addition. Please ensure that you carefully read the policy wording from your insurer to ensure you are aware of any such charges.

- **Before policy inception date**

We will allow you to instruct us to cancel your policy before the inception date, whereby if you exercise this instruction; we will only charge a cancellation fee of £25.00 to cover our arrangement costs.

You may be entitled to a full refund of the premium paid, dependent on the terms of the insurer, as detailed in your policy documentation. Our annual policy arrangement charge, any credit card charge and direct debit arrangement charge will not be refunded.

Any additional products purchased are subject to these same terms.

- **After policy inception date**

We will allow you to instruct us to cancel your policy after the inception date, whereby if you exercise this instruction; we will charge a cancellation fee of up to £75.00 to cover our arrangement costs.

You will be required to pay any outstanding balance on your policy, including any unpaid premium or charges due to the cancellation date. Any refund of premium paid due back to you will be calculated by making a deduction under the terms of the insurer, as detailed in your policy documentation. Insurers' cancellation terms can vary, and we encourage you to read these terms within your policy documentation. In addition, we will make a deduction for the time you have been on cover based on any commission we may have earned on a pro-rata basis. Our annual policy arrangement charge, any credit card charge and direct debit arrangement charge will not be refunded.

If you have made a claim on the policy, the annual premium will be payable in full, with any commission earned by us retained in full.

Any additional products purchased are subject to these same terms.

These terms only apply to annual policies, there is no refund given on short term policies up to 1 month in duration (of period of cover).

- **In both circumstances**

In both circumstances (before and after policy inception date), if we have given you a discount off your premium, this will be deducted on a pro rata basis from any refund due to you on cancellation.

Please note the combination of charges and non-refundable products as outlined within this 'Cancellation of your policy' section will often result in a greater charge than the actual period of insurance. This may leave customers who pay by instalments with an outstanding balance which will need to be paid at cancellation. Failure to pay outstanding money may result in us taking steps to recover the debt using a third-party agency, as a result of which, you will incur an additional Debt Recovery administration charge of £50. We will also retain proof of your No Claims Bonus until the outstanding balance has been paid.

Ending our relationship with you

In circumstances where we feel we cannot continue to provide services to you, we will give you a minimum of 7 days' notice. Circumstances in which we may no longer wish to continue providing services to a customer could include, but are not limited to:

- Non-payment of premium or charges;
- Commission claw-back by insurers where instructions are given to another party to handle the customer's insurance(s);
- Failure to provide requested documentation or information within specific timeframes;
- Deliberate failure to comply with the terms set out within this document or the Insurers documentation; and
- Deliberate misrepresentation or non-disclosure, attempted fraud or other instances of 'bad faith'

Unless otherwise agreed in writing, if our relationship ends, any transaction previously initiated will be completed in accordance with these Terms of Business. You will be liable to pay for any transaction concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all charges for services provided.

Payment of premiums and refunds

Unless otherwise agreed and formalised by a premium finance instalment plan; all premiums are due in full on the date cover is arranged, the date any mid-term adjustment is processed, or the date the policy is due for renewal, whichever date is earliest.

Where we arrange a premium finance instalment plan, we act as a credit broker on your behalf. We do not act as the finance lender. Our instalment plans are arranged by Close Brothers Premium Finance, or Premium Credit Limited. All remunerate Business Choice Direct in the form of commission for its credit broking arrangements with our customers.

You will be responsible for paying the instalments as they fall due. In the event payment is not made, you will be sent a 7 day notice of cancellation letter. Cover will cease 7 days from the date of the letter. If we cancel your insurance for this reason, we will calculate any refund of premium in accordance with the 'Cancellation of your policy' section of this document. Any refund due to you will be offset against any balance which may still be outstanding on your instalment plan. In most cases, refunds will be credited back to the card used to make payment. However, we may issue refunds by cheque made payable to the policyholder.

Should you have an outstanding debt or unpaid balance with Business Choice Direct on any policy associated with you, we will offset any refund that you may be eligible for against the debt. This will mean that we will not issue the refund to your card or to any live finance agreement but will instead reduce the amount owed by you to us.

Where any automatic payment agreement with Business Choice Direct has failed to be taken, we will attempt to retake the payment up to 2 times following the initial agreed date, and up to 7 days after. We may look to issue a 7 day notice of cancellation on your policy should the agreed payment not be collected.

If you have any concerns over either of these refund methods, then please contact us prior to making any changes to your policy. Please note: the choice of whether to refund by card or cheque is for security reasons and remains at our discretion. Refunds made to a payment card will appear in your account between 7-10 working days depending on your banking provider. We will not accept any responsibility for cancellation of insurance by insurers due to late or non-payment of premium by customers.

If you make a claim on your policy and are due to receive a payment from your insurer, we will advise them of any outstanding premium due to us and request that this amount be offset against any settlement made to you, in order to clear any outstanding balance owed.

Complaints

It is our intention to provide you with a high level of service at all times. In the unlikely event that you should have cause for complaint, please write to:

Customer Services
Business Choice Direct Insurance Services
1st Floor, Stoneham Gate
Stoneham Lane
Eastleigh
Hampshire
SO50 9NW.

WhatsApp: To contact us via WhatsApp, please visit our website: www.businesschoicedirect.co.uk.
Telephone: Customer services 0344 776 5305
Email: contactus@businesschoicedirect.co.uk

Please refer to the full details of our complaints handling procedures, available upon request, or at:
www.businesschoicedirect.co.uk/complaints-handling/

At Business Choice Direct, we try our best to resolve every complaint to the highest standard. However, should you remain dissatisfied with our final response, you may be eligible to refer the matter to the Financial Ombudsman Service (FOS). You may contact the FOS at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 0234567 (from a landline) or 0300 1239123 (from a mobile)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS) for our regulated insurance mediation activities. You may be eligible to make a claim for compensation from the scheme in the event we fail to meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit
- For compulsory classes of insurance (such as Third-Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim, without any upper limit

Further information about compensation scheme arrangements and limits is available from the FSCS on 0800 678 1100 (free phone) or 020 7741 4100, or at www.fscs.org.uk.

Motor Insurance Database (MID)

On policies whereby we insure a vehicle - 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:

i. Electronic Licencing
ii. Continuous Insurance Enforcement
iii. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
iv. 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 your registration number is correct on the MID at www.askmid.com

Anti-Fraud registers

On policies whereby we insure a vehicle; we will pass details to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Motor Insurers' Bureau (MIB), to check the accuracy of the information provided and in order to help prevent any possible fraudulent claims. If we identify a discrepancy on any of the aforementioned registers, which does not correspond to the information you have provided, we will apply the correct information. Where applicable, failure to provide a fair presentation may result in a number of remedies by the insurer, as set out in the 'Your responsibilities' section of this document.

Where applicable, we may also apply charges in accordance with the 'Fees and Charges' section of this document. Whereas a result of us applying the correct information, your insurer cancels cover, we will calculate any refund of premium in accordance with the 'Cancellation of your policy' section of this document.

Combating Financial Crime

We are obliged to conduct reasonable due diligence to protect you and us against the risk of financial crime. We may require you to provide evidence to assist us with verifying your identity and any payment details you provide to us to ensure that the transactions that we conduct on your behalf are legitimate.

Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any applicable anti-bribery laws (including the Bribery Act 2010). We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing any such report to you.

We shall not provide any services, provide any benefits, or make any payments to any client that is the subject of any trade and economic sanctions or embargos or provide services to any client located, organised in or resident in a country or territory that is the subject of comprehensive country sanctions.

We will carry out checks of the consolidated list of financial sanctions targets designated by the United Nations, The European Union and the United Kingdom and maintained by the Office of Financial Sanctions (OFSI) for all customer transactions. If sanctions apply, we are obliged to report the transaction to the relevant authorities and, in such cases, we shall not make any further payments or process already notified claims and insurers may invoke cancellation rights to terminate affected insurance contracts.

Data Protection

Business Choice Direct will gather and process your personal information in accordance with our Privacy Notice which can be found at www.businesschoicedirect.co.uk/privacy-security/, and in compliance with the relevant data protection regulations and laws. This notice provides you with the necessary information regarding your rights and our obligations, and explains how, why and when we process your personal data.

It is important that you read and understand this document. If you have any queries in respect of confidentiality and data protection, please contact us using the details provided on the Privacy Notice.

Call Recording

Please note that calls to us may be recorded.

Safeguarding your money

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as agent of the insurer, referred to as "Risk Transfer" (in which case your insurance is treated as being paid for), or we hold it in a client bank account in trust for you. All client monies, whether under a risk transfer agreement or not, are held by us in a Statutory Trust client bank account pending payment.

A Statutory Trust client bank account only allows us to use the money held in trust on behalf of a client for paying that client's premium to an insurance company and to pay premium refunds or claims we receive from the insurance company to the client once the premium has been received from that insurance company. We cannot use that client's money to pay another client's premium or refund. We do not pay any interest to you on premiums held by us in the course of arranging and administering your insurance. Unless you tell us otherwise you are consenting to us holding your money in this way. Holding your money in this way means that, in the event we become insolvent, your money remains protected.

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out transactions on your behalf through that person. We may also transfer Client Money to a professional services firm such as a loss adjuster, surveyor or valuer unless you instruct us otherwise.

Other taxes or costs

Please note there is a possibility that other taxes and/or costs may exist in respect of products and services offered by us, which are not paid through or imposed by us.

Governing law

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

Variations

We may vary the terms of this agreement from time to time. We will notify you of any change to these terms in your renewal invite, these will be sent to you in good time before the expiry date of your insurance policy so that you can make an informed decision about whether to renew your policy on the new terms.

Statutory rights

Agreement to our Terms of Business does not affect your statutory rights.

Vulnerable Customers

We understand there may be times when you are experiencing challenges or require additional support. Please let us know if any additional assistance or adjustments need to be made.

Alternative Versions of this Document

If you would like this document in larger print or in another format, please contact us.