

## Saffron Insurance Services Ltd Terms of Business

### Important information please read

#### About us

Saffron Insurance, Bridge Insurance, HJ Pook Insurance, Saffron Loss Recovery and Saffron Claims are trading names of Saffron Insurance Services Limited (SISL), an independent intermediary.

#### Who are we regulated by?

The Financial Conduct Authority (FCA) is an independent watchdog that regulates the financial services sector. SISL is authorised and regulated by the FCA. Our FCA registration number is 302774. You can check this on the FCA register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

#### Products and Services we offer:

- Commercial insurance products from a range of insurers.
- Commercial and residential property owners insurance from a limited number of insurers and a list of these can be supplied on request.
- Commercial legal expenses insurance from DAS Legal Expenses Company Limited.
- Personal Healthcare cover from Aviva.
- A commercial loss recovery service from Lorega Limited and/or First Assist.
- An external provider is used for our Accident Management service. Details will be provided at point of claim, on request, or please refer to our website.

#### Protecting your Money

For your protection we will hold your money as an agent of the insurer. 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. Interest that may be earned on these accounts is retained by SISL.

Whilst we constantly monitor the financial strength of Insurers with whom we place business, adverse business conditions could affect their solvency and we cannot therefore guarantee the ongoing financial strength of any Insurer and a liability may arise for the premium, whether full or pro-rata if they were to become insolvent.

#### Service we provide

We will establish your insurance requirements and assist you in arranging your insurance cover to meet with your requirements or where these cannot be fully met, provide you with enough information to enable you to make an informed decision.

#### Our fees and charges – Effective from 28/06/2019

In addition to the premiums charged by insurers, we may charge a professional fee to cover the placing of your insurance. Our fees and our charges are non-refundable if the policy is cancelled. All refunds are made after deduction of any commission. At any time you may request information on our and the agreed provider's commission income or profit share.

	Explanation of Fee	Amount of Fee
New Business & Renewal Fee	Fee payable on new policies issued and renewal of existing policies	Any Administration Fee or any other charges will be clearly disclosed prior to commencement of cover or renewal of existing policies.
Mid-term Adjustment fee	Any mid-term adjustment including cancellation (no fee is payable for any change to the policy within the first 14 days of cover).	£30
Cancellation or rejection of payment	Fee payable if your cheque or direct debit payment is cancelled or rejected	£20
Duplicate document charges	Fee payable for providing duplicate documents	£10

You may also incur the following costs from your insurer or credit provider:-

- Insurer charges upon cancellation – practices vary so please refer to your policy documents for any specific arrangements.
- Credit charges vary according to the chosen payment-option so please check your credit agreement carefully for full details
- Arrangement Fees may be withdrawn with prior agreement.

#### What to do if you wish to complain

It is our intention to provide you with a high level of customer service at all times. However, if at any time you are dissatisfied with the service we provide, we have a formal complaints procedure. You should, therefore take the following course of action:

- In the first instance you should discuss your complaint with the local team you have been dealing with.
- If you remain dissatisfied please contact David Beswick our Managing Director using the details below:-
- Call your local team or our head office 01799 522293
- Write to Saffron Insurance Services Limited 22 High Street Saffron Walden Essex CB10 1AX
- E-mail: [Insure@Saffroninsurance.co.uk](mailto:Insure@Saffroninsurance.co.uk)
- We will acknowledge your complaint within 3 working days, advise you who is investigating the matter and will supply Summary Resolution Communication within 8 weeks from the initial receipt of the complaint. If we are unable to resolve the complaint within this timescale we will explain why
- **Lloyds Syndicates only.** Saffron Insurance Services Ltd acts on behalf of insurance companies and some Lloyds syndicates. For a complaint about a Lloyds syndicate you may either report the matter to Saffron Insurance or ask Lloyds to investigate your complaint by contacting [complaints@lloyds.com](mailto:complaints@lloyds.com). If you are unsure where your insurance is placed please refer to your policy document or contact Saffron Insurance for help.
- By phone: +44 (0) 20 7327 5693
- By fax: +44 (0) 20 7327 5225
- If you remain dissatisfied with the outcome of your complaint, you may be entitled to refer it to the Financial Ombudsman Service, whose address is: Exchange Tower, London, E14 9SR. Telephone 0800 023 4567. Further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### How to amend your insurance

If you want to make a change to your insurance, please telephone a member of your local office or the main office 01799 522293 and let us know the details of the change that you wish to make and the date the change is to be effective from. If we, and your insurer, agree to the change we will also agree on the effective date of the change. You must give us advanced notice. We will let you know of any additional premium to be paid and any fee that may be payable for the mid-term adjustment.

#### How to report a claim

To report a claim please call us on 0344 412 2416, at any time. If you have commercial fleet insurance and have taken up our Claims Management Service please refer to the documentation provided for full details of the claims process.

#### How to cancel your insurance

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. Telephone, email ([insure@saffroninsurance.co.uk](mailto:insure@saffroninsurance.co.uk)) or write to our office instructing us to cancel. Please ensure you confirm the date you would like this to be effective from otherwise we will not be able to process your request without further contact to confirm the details. Any applicable refunds will be made upon receipt of your instruction to cancel the policy. Please also do the following:-

- For policies including Employers Liability insurance please return the Certificate of Employer Liability Insurance.

Any applicable refund will not be issued until the appropriate certificate(s) or a lost certificate declaration is received by us.

NB: We may need to confirm the details of the card or account to be refunded before the refund can be processed.

#### Renewing your insurance

Before your renewal date, we will meet with you and/or send details out to you by post or email. We will invite the renewal of your insurance with the most appropriate insurer and confirm the premium payable and the full terms and conditions, for your consideration. You will need to let us know if you want to go ahead with the renewal and agree payment terms prior to the renewal date. Should we not hear from you, the policy will lapse on the expiry date and you will have no insurance cover after that date. If you would prefer us to renew with your current insurer, please tell us when you call.

### **Important Information (consumer clients only)**

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to **take reasonable care** not to make a misrepresentation to an insurer. Under the act, a consumer 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. A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless or careless. If you need professional guidance on how to calculate the correct value of your sums insured we recommend that you seek advice from an appropriately qualified professional, such as a RICS building Surveyor for property risks.

**If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations please contact us immediately.**

### **The duty of fair presentation (non-consumer clients)**

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business. You must disclose every material circumstance which you know or ought to know, or failing that, disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith. If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium. If you need professional guidance on how to calculate the correct value of your sums insured we recommend that you seek advice from an appropriately qualified professional, such as a RICS building Surveyor for property risks.

**If in doubt about any point in relation to material circumstances and reasonable search please contact us immediately.**

As the schedule and any certificate are the basis of the cover you have purchased you should read these documents carefully in conjunction with the policy wording, if you have any concerns please do not hesitate contact us.

### **What happens if you default on Your instalment agreement**

If any credit agreement payment is not met, you acknowledge and agree that we may instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use it to offset any outstanding costs.

### **Conflicts of Interest**

Occasions can arise where we or one of our product providers will have a potential conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists, we will write to you to detail the steps we will take to ensure your fair treatment and obtain your consent before we carry out your instructions.

### **Preventing and Detecting Fraud**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), the Hunter Database, run by MCL Software Ltd and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the Registers. Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLN for the purpose of Electronic Vehicle Licensing and by the Police for the purpose of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in UK or abroad) other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. You can find out more about this from your insurer, or at [www.miic.org.uk](http://www.miic.org.uk).

We may search these databases when you apply for insurance, in the event of any accident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

In order to prevent and detect fraud we or the insurers on our panel may at any time:

Share information about you with other organisations and public bodies including the Police

Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this

We and other organisations may also search these agencies and databases to:

Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household

Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies

Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity

Undertake credit searches and additional fraud searches

NB: You should share this information with all the parties named in your policy.

### **Data protection**

For Data Protection Act purposes SISL is the Data Controller. We will hold and process your personal data for insurance, administration and marketing purposes. Your data may be shared with other companies who you have insured with. For the above purposes, the information may also be passed to selected third parties, insurers and reinsurers, and may be processed outside the European Economic Area (EEA). You understand that all personal data you supply must be accurate, and you have the specific consent of those other persons insured to disclose their personal data. You may request a copy of the information held by SISL for which there is no charge. Repeated requests may incur a charge for our costs incurred.

SISL likes to keep you up-to-date about its own products and services and those of other companies that might be of interest to you. However, if you prefer not to be kept informed please write to: The Data Protection Representative, Saffron Insurance Services Limited, 22 High Street, Saffron Walden, Essex, CB10 1AX or alternatively email [insure@saffroninsurance.co.uk](mailto:insure@saffroninsurance.co.uk)

### **Privacy Notice**

Our Privacy Notice can be found on our website at [www.saffroninsurance.co.uk/downloads](http://www.saffroninsurance.co.uk/downloads). A copy in a durable medium is available on request.

### **Who can we speak to regarding your policy**

At the request of many of our customers and to make managing your insurance policy more flexible and convenient, it is our policy to deal with other parties regarding your insurance policy as long as we are satisfied that they are acting on your behalf. This includes all activities relating to the arranging and administration of your policy, such as quotations, amendments, claims, complaints and the cancellation of the policy. We will assume that you are happy to proceed on this basis unless you advise us otherwise. If at any time you only want us to deal with you, or specific named parties, please call us to let us know immediately and we will update our records.

### **Call Recording**

For mutual protection, to allow us to improve our customer service and for training purposes, all calls may be recorded including outbound calls made by us to yourself or someone acting on your behalf.

### **Governing Law**

This document, and all other information that we issue, is directed at United Kingdom residents and shall be governed by, and work in accordance with, English Law. It is also subject to the jurisdiction of the English courts.

### **Compensation Scheme**

If we or your insurer were unable to meet our obligations you might be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about the Scheme is available from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling us.

