

Our service terms

What this document is for

This document is an offer by us to provide services in setting up and managing general insurance (“insurance”) for you. We refer to it as the “Terms”.

By asking us to quote for, arrange or handle your insurances you are providing your informed agreement to these Terms. Agreement to our Terms does not affect your statutory rights.

We recommend that for your own benefit and protection you should read these Terms carefully. We have tried to make it as easy to read as possible. If you do not understand anything please ask us for further information. Above all else, we aim to treat you fairly.

These Terms supersede all proposals and prior discussions and representations, whether oral or written, between us relating to our appointment as your agent in connection with the setting up and managing of your insurance.

In most cases these Terms will terminate and be of no further effect if you cancel or fail to renew your insurance. However, if we carry out any services post-cancellation or if you fail to renew, these Terms may continue to apply.

We strongly recommend that you take time to carefully read your policy documents and other communications from us. These documents confirm the basis of cover, the service we provide and details of the insurers. Keep them safe. New policies are not necessarily provided each year. Check the details are correct and up to date and if this is not the case inform us immediately.

1 Who we are

‘We are the link between you and the insurers’

In these Terms references to “we” or “us” are to the firm whose details are set out in the covering letter that accompanies these Terms. We are an independent insurance intermediary (agent) – we do not insure you but work as the link between you and the insurer to set up your insurance.

We are:

‘Our contact details...’

Saffron Insurance Services Limited [“SISL”]
22 High Street, Saffron Walden, Essex, CB10 1AX
Telephone: 01799 522293
Email: insure@saffroninsurance.co.uk
Website: <https://www.saffroninsurance.co.uk/>

We are part of Ethos Broking Limited (<https://www.ethosbroking.co.uk/>)

‘The names we go by and what we are allowed to do...’

Saffron Insurance, Agriculture Insurance Brokers and Bridge Insurance Services Wisbech are trading names of Saffron Insurance Services Limited (SISL). SISL is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking. Our Firm Reference Number (FRN) is 302774. You can check this on the Financial Services Register by visiting the FCA’s website www.fca.org.uk or by telephoning the FCA on 0800 111 6768.

2 The services we offer

Our services may include:

- advising you on your insurance needs
- setting up insurance cover with insurers to meet your requirements
- issuing policy documentation to you in a timely manner
- helping you with any ongoing changes you wish to make to your insurance
- helping you make a claim.

'There are various ways in which we can help you...'

'If we can't make a personal recommendation, we will help you narrow down your options and make your own decision...'

We provide you with a personal recommendation based on a fair and personal analysis of the market and ensure that the products or services we offer you match your stated requirements. We will identify your insurance needs based upon information you provide to us. If we cannot match your requirements, we will explain the differences in the product or service we can offer you and provide you with enough information so you can make an informed decision about your insurance. Where we are not providing advice or a personal recommendation, we may ask you some additional questions to narrow down the selection of products we will provide details on. You will then need to make your own choice about how to proceed.

We will explain the main features of the products and services we offer you including details of the insurer, any unusual restrictions or exclusions, any significant conditions or obligations which you must meet and the period of cover.

For some types of insurance, we deal mainly with a single or limited number of insurers who we have selected as offering value for money and quality service.

If we are unable to provide you with a personal recommendation, we will provide you with the name of the insurers we may or do conduct business with.

Before you commit to buy a product, we will:

- let you know the basis on which we are acting for you
- make it clear whether the sale is provided on an advised or non-advised basis and
- make it clear where we are acting as agent for you, the insurer or both.

'...either way, we'll let you know...'

'If you need more time...'

If you need extra time to consider the products or services we offer you, we will:

- confirm how long you have to accept the insurance on the terms we have offered and/or
- give you a written quote if you request one, including all the information we believe you need to make an informed decision and/or
- provide you with a sample policy if you ask for one.

Limitations and exclusion of our liability

The following provisions set out our entire financial liability to you.

You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise (including our liability for the acts or omissions of our senior management, employees and any appointed representatives shall be limited in all circumstances to £5,000,000 per claim. Any claim or series of claims arising from one act, error, omission, incident or original cause shall be considered to be one claim. We shall not be liable to you for any loss of profit or loss of business whether directly or indirectly occurring and which arises out of or in connection with the provision of our services. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and or varying the exclusions set out above.

3 How we communicate with you

'You choose how we communicate with you...'

We will ask you how you wish us to communicate with you. You have the following options:

- By email
- By post

'... and you can change your mind at any time...'

You can change your preference at any time, free of charge, and always have the option to select paper and request paper copies of the information previously issued to you by other means. We will remind you of the options available to you at renewal.

'Understanding the relationship you have with your insurer...'

4 Your relationship with your insurer

Warranties and conditions precedent

'Warranties' are policy terms that must be complied with. Failure to do so constitutes a breach and may mean that your cover is suspended and affect the validity of a claim or the amount paid.

A 'condition precedent' refers to certain conditions that either have to be complied with before the insurer grants cover or have to be complied with when making a claim.

Changes to warranties and conditions

'If you don't do something you told the insurer you will do...'

Under the Insurance Act 2015 if you breach a warranty, such as failing to install the alarm specified by your insurer, the cover is suspended during the time of the breach. If you change things so that you're compliant, your insurer can't use the breach as a reason for refusing claims made once you're compliant again. If you breach another term of your policy, such as a 'condition precedent to liability', as long as you can prove that your non-compliance didn't increase the risk of the loss, the insurer can't rely on this as a reason for denying your claim. **For example**, you buy business buildings insurance, and due to the amount of contents you want to insure, the insurer states that you must have an alarm in operation when the premises are left unattended. The presence of a burglar alarm is now a 'condition precedent to liability' and it's stated on your insurance contract. A few months later, your business premises are damaged by flooding, and you make a claim on your business buildings insurance. The burglar alarm you have often doesn't work properly, and you need to get it fixed. At the time of the loss, the alarm wasn't properly set. An intruder alarm wouldn't have made any difference to the flooding, so your insurer can't use this as a reason for refusing to pay your claim, but if you'd been the victim of a burglary, your insurer could still use your lack of a fully-functioning alarm system as a reason for refusing your claim, so it's essential that you provide accurate information when you're buying your insurance.

'What you need to tell your insurer...'

Duty of fair presentation (commercial customers)

The Insurance Act 2015 imposes an obligation on anyone buying insurance wholly or mainly for purposes relating to their trade, business or profession, to provide a fair presentation of the risk based on conducting a reasonable search for information. The search should be proportionate to the nature of the business. 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. A 'material circumstance' is something that could influence the decision the insurer makes about whether to offer you a policy and what terms and conditions to apply. For example previous claims, incidents, or non-standard construction buildings. 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. This is the case before cover is placed, when it is renewed and any time that it is varied

'What happens if you fail to make a 'fair presentation of risk'...'

If you fail to make a fair presentation of the risk this may result in (depending on the circumstances):

- additional terms or warranties being applied from inception of the policy
- any claim payment being proportionately reduced
- your policy being declared void by an insurer and your premiums returned

A 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 in doubt, just ask...'

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

5 Important Information (consumers)

You are regarded as a consumer when, acting as an individual, you enter into an insurance contract wholly or mainly for purposes unrelated to your trade, business or profession. The Consumer Insurance (Disclosure and Representations) Act 2012 makes it your duty as a consumer to take reasonable care not to make a misrepresentation to an insurer. 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. Failure to comply with insurers' requests to confirm or amend particulars previously given is capable of being regarded as misrepresentation.

'What happens if you make a misrepresentation...'

An insurer has a remedy against you in respect of qualifying misrepresentations in breach of the duty of reasonable care, where they deem the misrepresentation to be either deliberate, reckless or careless. This includes:

- a proportionate reduction in a claim payment if the insurer would have charged an increased premium
- the policy being void and your premium returned if they wouldn't have entered into the agreement
- different terms applying, which would also apply to any claim

'If in doubt, just ask...'

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

6 Making a claim and reporting potential claims

'To make a claim, or report a potential claim, call us on 0344 412 2416...'

If you wish to make a claim or report a potential claim, please call us on 0344 412 2416, quoting your insurance policy number or other reference given to you. If you have commercial fleet insurance and have taken up our Claims Management Service, please refer to the documentation provided for details of the claims process.

It is essential that you notify us promptly if you find out about something that may mean a claim is made against your insurance policy. You must do this even if you do not believe you are responsible. If you do not tell us straight away your insurer might refuse to accept the claim. If you receive any communication making allegations which could mean a claim is made against your insurance policy, you must pass it to us immediately, without replying to the person who sent it.

Claims payments will be made to you (the insured) or as otherwise required by law (the Administrator, an executor and etc.). If you require a payment to be made to a third party, you must notify us of the payee's name and explain the reason for your request.

For some policies, insurers give us authority to act on their behalf in settling claims. In this case we will seek your permission for us to deal with such a claim.

'If you cancel your policy during the 'Cooling off' period...'

7 Cancellation rights, refunds and mid-term changes to your policy

You may have the right to cancel your policy within 14 or 30 days (depending on the policy type) of going on cover or receiving your policy documentation, whichever is later. This is referred to as a 'cooling off' period. You will be notified if a cooling off period applies and how long it will be, when taking out a policy and at renewal. If you exercise your right to cancel your policy your insurer will charge you for the period during which you were covered, and other charges may be applied to cover the insurer's and our costs in arranging the cancelled policy. To enable the insurer to process the cancellation you will need to return certificates and any official documents to our office within 30 days of notifying us of your wish to cancel.

'If you cancel your policy after the 'Cooling off' period...''

Where you cancel your policy after the cooling off period, or where you request a mid-term adjustment which results in a refund of premium, we may charge you for our time and costs. This will result in us reducing any amount we refund to you by the full amount of the commission and fees we would have received had you not cancelled or amended your policy. This is because the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. If a mid-term adjustment gives rise to a return of premium, we will not issue refunds of less than £10 owing to the costs involved in making changes to your policy.

8 Our fees and charges

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. These fees are non-refundable.

Consumers

Motor arrangement fee for new business and renewal	£47	
Household arrangement fee for new business and renewal	£35	
Mid-term adjustment fee*	£30	Any mid-term adjustment including cancellation (no fee is payable for any change to the policy within the first 14 days of cover)
Cancelled or rejected direct debit payments* bounced cheque and premium instalment defaults**	£20	

Commercial customers

New business and renewal arrangement fee	£45	A minimum fee applies. For low or non-commission paying products, please see below
Mid-term adjustment fee*	£30	Any mid-term adjustment including cancellation (no fee is payable for any change to the policy within the first 14 days of cover)
Cancelled or rejected direct debit payments* bounced cheque and premium instalment defaults**	£20	

*Additional to the arrangement fee for new business and renewal

**We are a credit broker and not a lender in relation to premium financing. The administration charge shown above is payable for default instalment payments. You will be informed when and how this will be collected and we will seek your agreement, prior to payment.

Where we arrange low or non-commission paying products, we will charge a fee in addition to the arrangement fee and will advise you of the actual amount at the time of quotation or renewal. These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. To the extent that it is not possible for an amount to be given we will provide the basis for its calculation.

9 Remuneration

'If you are a consumer...'

In good time before you purchase the initial insurance contract and, if necessary, on its amendment or renewal, we will advise you of:

- a) the nature and type of the remuneration (income) we receive in relation to your insurance and whether it is on the basis of:
 - i) a fee payable directly by you to us
 - ii) a commission of any kind, that is included in the premium
 - iii) any other type of income, of any kind, offered or given to us in connection with the contract or
 - iv) any combination of the above.
- b) The source of our income

Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a finance provider selected from a limited panel and we may receive a commission for introducing you to them. We will advise you of any commission payable by the lender in relation to a credit agreement where knowledge of the existence or amount of commission could affect our impartiality in recommending a particular product or have a material impact on your decisions.

In addition to our commission and fees:

'Other sources of income...'

- Where agreed by the insurers, we may obtain additional payments or fees from them. These are for services we provide for them which are unconnected with any specific customer transaction
- If the type of policy we sell reaches the specific sales and/or profitability targets set by the insurers, they may also pay us an additional bonus
- We may receive referral fees where you have agreed to additional third-party services, related to the insurance set up for you, and it has been agreed by those providers
- Where agreed with lenders, we may receive commission as a percentage of the total annual amount of credit financed, after we have referred you to the lender. This fee is applied when you have taken out a finance agreement to pay for your insurance policy
- Where we meet or exceed efficiency and profitability targets set by the insurers, in respect of the business we have placed with them, loan facilities can be made available to us, on commercially advantageous terms. If targets are achieved, they may either offer reduced interest rates or extended repayment
- We may obtain interest and investment returns when we temporarily hold money on behalf of the insurer.

'If you are a commercial customer...'

If you are a commercial customer unless otherwise agreed, we will inform you of the commission received by us or any associate on request. This will be in cash terms (estimated, if necessary) or if this is not possible, we will tell you the basis on which it will be calculated.

10 Solvency of insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

11 Terms of payment

Unless otherwise agreed, our payment terms are as follows:

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: payment due in full before the renewal date

'What happens if payment is not received...'

If payment is not received from you in accordance with the above, we, or your insurer may cancel or lapse the relevant policy/policies. This could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover. When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically.

'If you choose to pay premiums by monthly instalments...'

If you choose to pay for your insurance premium using a finance provider your details will be passed to them. We will provide you with a breakdown of the costs of your monthly instalments and your finance provider will issue a document outlining key features of their credit agreement, including any fees they apply and the cost of default charges. It is important that you take time to read this document and **contact us if you do not receive it.**

'If you do not keep up repayments on a credit agreement...'

If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should contact them in the first instance. Where your policy is paid via the finance provider and you choose to renew your cover, we will continue to pass your details to them. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment, or if you end the credit agreement, we will be informed of this by the finance provider. In certain circumstances we may be contractually obliged by the finance provider to notify your insurer to cancel the policy. Where we are not contractually obliged to do so by the finance provider, if you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being informed of non-payment under the credit agreement, instruct the relevant insurer to cancel the insurance on your behalf and to collect any refund of premiums which may be made by the insurer and use this refund to offset the amount levied by the finance provider on the firm. If this amount is not sufficient to cover all our costs, we reserve the right to pursue any additional debt owed to the firm through due legal process.

'Credit providers carry out credit checks...'

'Remember to read the information you receive from your credit provider carefully...'

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need. Upon receiving your acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process involves the finance provider searching public information that a credit reference agency holds about you and any previous payment history you have with. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful. To use the finance providers facility, you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status. Any payment we receive from you will be held by SISL, which pays insurers on our behalf, in a Non Statutory Client Trust Bank Account held with Barclays Bank. In some cases, the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer. By operating a Non Statutory Trust SISL is permitted to, and may, use such monies to cross fund customers premiums and claims.

Please make all cheques payable to "Saffron Insurance Services Ltd" unless we advise you otherwise.

By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding. We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing, money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction. No interest will be payable to clients in respect of the client account. Any interest earned will remain in the ownership of SISL.

12 Speaking to others who act on your behalf

Whilst it is our intention to make managing insurance flexible and convenient, in order to protect the confidentiality of your data, information will not be gathered from or shared with third parties (other than the insurer or other service providers necessary for the purposes of arranging and administering your insurance) who are not named as an insured person on the policy, unless prior authorisation has been received from an insured person. 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. If at any time you only want us to deal with you, or specific named parties, please contact us to let us know immediately and we will update our records. We reserve the right to seek verification that a third party contacting us on behalf of a policyholder has the necessary authorisation where this is not noted on our records. If we are required to make a disclosure to statutory authorities or in the public interest, this will be conducted in accordance with all relevant current legislation.

13 Financial Crime

In providing our services to you, we will not engage in any activity which would breach any applicable financial crime law, statute or regulation. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering and/or combatting the financing of terrorism. We are required to obtain information about you and conduct checks accordingly.

We will not arrange any insurance or benefit or pay any claim which may result in us breaching any such laws, statutes or regulations. Where we reasonably believe that it is necessary or desirable, we may take certain actions including, but not limited to, ceasing to provide services to you or passing on your details to relevant authorities or regulators. Where we reasonably believe that we are prohibited from doing so, we will not disclose the fact that we have taken such actions against you.

14 Complaints and compensation

'We hope you never have cause to complain... but if you do...'

Our aim is to always provide a high standard of service to you. However, we recognise that things can go wrong occasionally and if this occurs, we are committed to resolving matters promptly and fairly. If you wish to complain please contact us in any of the following ways or use the contact details in section 1:

- In writing to the Managing Director, Steve Seekings
- By telephone: 01799 522293
- By e-mail: insure@saffroninsurance.co.uk
- In person: by visiting your local office or our Head Office (see section 1 for address)

In all cases please quote your insurance policy number or any other reference we have given you.

Our Complaints Procedure is available from us on request.

Lloyd's insurance policy holders

If your insurance is provided by underwriters at Lloyd's, we will confirm this to you when acknowledging your complaint. If you are unhappy with our response to your complaint, you may be entitled to refer the matter to the complaints team at Lloyd's. Lloyd's will investigate the matter and provide a final response. Full details of Lloyd's complaints procedures are available at www.lloyds.com/complaints

The Financial Ombudsman Service

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website. www.financial-ombudsman.org.uk Further details will be supplied at the time of responding to your complaint.

'If you are unhappy with our decision...'

Online purchases

For purchases made online, the European Commission has established an Online Dispute Resolution platform. The platform can be found on the EC's main website (<https://ec.europa.eu/odr>) and will direct you to an alternative dispute resolution provider to help resolve your complaint. In the UK, it will be the FOS.

15 **Financial Services Compensation Scheme**

You may be entitled to compensation from the Financial Services Compensation Scheme (“FSCS”) if we or your insurer cannot meet our or its obligations, depending on the circumstances of the claim and type of business. 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 is available from the FSCS at www.fscs.org.uk.

16 **Confidentiality and data protection**

We are a data controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history). Details of our legal basis for processing your information, along with details of any third party recipient whom it may be necessary to share your personal data with in order to fulfil the contract, retention period for data held, security of your data, your rights under the General Data Protection Regulations (GDPR) including the right to complain can be found in our full ‘Privacy Notice’ on our website at www.saffroninsurance.co.uk

17 **Termination of our services**

You or we may terminate our authority to act on your behalf by providing at least 14 days’ notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to these Terms unless we agree otherwise in writing. You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of written termination.

18 **Call recording**

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

19 **General**

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales or Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. No variations to these terms are held to be valid unless in writing and signed by an authorised officer of the company. Our staff are not authorised to agree any variation. We may vary the terms of this agreement on renewal of your insurance policy.