

## Lancaster Insurance Services Terms of Business and Important Information

### Who are we?

Lancaster Insurance Services (Lancaster Insurance) is a trading name of Insurance Factory Limited. **We** are an insurance intermediary offering access to a range of personal insurance including; Motor, Home and Travel Insurance. Insurance Factory Limited is part of the Markerstudy Group of Companies which includes Markerstudy Insurance Services Limited.

### Who are we regulated by?

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. Lancaster Insurance Services is a trading name of Insurance Factory Limited who are authorised and regulated by the FCA (No. 306164) and registered in England and Wales number 0298244. **Our** registered office is: Markerstudy House, 45 Westerham Road, Sevenoaks, Kent, TN13 2QB. You can check this on the FCA register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk)

### Whose products do we offer?

For Motor Insurance **we** offer products from **our** panel of insurers. **Our** panel membership is regularly reviewed.

- For Private Motor vehicle policies **we** can only offer products from: Ageas, Aviva, Axa, Broker Direct, Covea, ERS, Geo Underwriting, Highway, KGM, Kinetic/Allianz SE, LV, Midas, MISL (Markerstudy Insurance Services Limited), Sabre, Tansar, Victor Millwell, XS Direct and Zurich Insurance Group
- For Breakdown and Recovery insurance **we** can only offer products from SilverKnight Rescue
- For Legal Expenses insurance **we** can only offer products from Arc Legal Assistance Limited
- For Key Cover and Gadget Cover **we** can only offer products arranged by Supercover Insurance Limited
- For Personal Accident Cover and for Hire Car Cover **we** can only offer products arranged by Ultimate Insurance Solutions Limited
- For Excess Protect **we** can only offer products arranged by Markerstudy Insurance Services Limited
- For iSmart technical support **we** can only offer products arranged by Fractalia UK

### Which service will we provide you with?

**We** will aim to provide **you** with a quotation based on the information **you** provide **us** with. **We** will ask questions to narrow down the selection of products that **we** will provide details on. **You** will not receive a recommendation from **us** and will then need to make **your** own choice about how to proceed. Throughout the period of insurance **we** act on behalf of both **you** and the insurer. **We** act on behalf of **you** when providing a quote and arranging cover. When we issue policy documents, handle claims and collect premiums payments, **we** act on behalf of the insurer.

### Misrepresentation

Please take reasonable care to answer all of the questions **we** ask you, either over the phone or online, honestly and to the best of **your** knowledge. If **you** do not **your** policy may be; cancelled, treated as if it never existed or **your** claim not fully paid.

**We** would like to remind **you** that it is an offence under the Road Traffic Act to make any false statements, or withhold any relevant information, to obtain a Certificate of Motor Insurance. Please note that under the Rehabilitation of Offenders Act **you** are not required to disclose convictions regarded as 'spent'.

### Fees and Charges

When you take out a policy with us we charge you a fee as detailed in your premium breakdown and welcome letter. In addition the insurer pays us a percentage of the total annual premium. For any optional extras you choose to purchase, we receive a commission from the insurer, which is a percentage of the total annual premium. In addition, where cover for Legal Expenses is purchased, the provider will pay us a fee for each policy sold. If you have chosen to pay your insurance premium by instalments, we receive commission from the finance provider for introducing you to them.

### What will you have to pay us for our services?

For our services we will make the following charges which are in addition to the charges made by your insurer(s).

Type of Transaction	Fee
New 'Single Vehicle' Policies	£70.00*
New 'Multi-Vehicle' Policies	£100.00*
Adjustments	£30.00*
Cancellation (within 14 day cooling off period)	£20.00
Cancellation (outside of 14 day cooling off period)	£50.00
Rejected Cheque Payment	£10.00
Renewal	£49.50*
Agreed Valuation	£18.00*

\*Please note, fees marked with an asterisk are non-refundable upon cancellation of the policy outside of the 14 day cooling off period.

**Discounts** may be given against the total cost of **your** policy. If **we** have given **you** a discount against **your** premium, this will be deducted on a pro rata basis from any refund due to **you** on cancellation.

### Other Cancellation Costs

Practices vary between insurers with regard to premium refunds on cancellation, so please refer to **your** policy documentation to find out what premium, if any, is refundable. Generally no premium will be refunded if a claim has been made. In the event of cancellation of **your** main policy, any optional extras that have been purchased will be cancelled at the same time (whether or not they are included in **your** main policy or covered under a separate policy) and premiums may not be refundable.

### Avoidance of Contract

Where **we** are instructed by **your** insurer to avoid the contract of insurance from inception **we** will retain the arrangement fee or £25 admin charge (whichever is greater) to cover **our** administration costs. Please also note the following costs **you** may incur from **your** insurer or credit provider.

- Premium refunds on cancellation: Practices vary between insurers so please refer to **your** policy documentation to find out what amount of premium, if any, is refundable in the event of cancellation. Generally no premium will be refunded if a claim has been made.
- Payment by instalments: Charges vary according to the chosen payment option so please refer to **your** credit agreement, or the payment details section of **your** documentation, for further details.

### Refunds

The minimum amount **we** will refund is £10 and any refund below this amount will not be given. **We** will aim to process any applicable refund within thirty days from the date that the refund was confirmed. Refunds will be processed using the original payment method. If this payment method is rejected then refunds will be made via cheque.

### How to amend your policy

If **you** want to make a change to **your** policy, please telephone a member of **our** Customer Services team on 01480 484806 and let **us** know of the change that **you** wish to make and the date that **you** wish the change to be effective from. If **we**, and **your** insurer, agree to the change **we** will also agree on the effective date of the change. No advance notice is required. **We** will let **you** know of any additional premium to be paid and any fee that may be payable for the adjustment (see section entitled '**What will you have to pay us for our services?**' for details of any applicable fees).

### How to report a claim

To report a claim, please call **us** on 01480 484802. **You** will be asked to provide various details, including the following:

- The date, time and location of the incident.
- Details of any other parties involved (if relevant).
- Details of any independent witnesses to the incident.
- Information about any emergency services that attended the incident (e.g. crime reference number).

**You** must not settle, reject, negotiate or agree to pay any claim without written permission from **your** insurer.

### Cancellation process

To cancel **your** policy please contact Lancaster Insurance either over the phone or by e-mail. **You** have the right to cancel **your** policy at any time during the policy term, however, calculations of any refunds or charges due will depend on the terms and conditions of the policy and will be detailed to **you** upon cancellation.

If **we** have given **you** a discount against **your** premium, at any time during the policy term, this will be deducted on a pro rata basis from any refund due to cancellation.

In the event of cancellation of **your** main policy, any optional extras that have been purchased will be cancelled at the same time (whether or not they are included in **your** main policy or covered under a separate policy) and premiums may not be refundable.

### Payment by Instalments

#### For policies incepted or renewed before 4<sup>th</sup> February 2019

If you choose to pay by Direct Debit, your monthly instalment plan will be financed by Premium Credit Limited (PCL). PCL will send you a welcome pack which will include a credit agreement. In assessing your application PCL will search the public information a credit reference agency holds about you. The credit reference agency will add details of the search to their records whether or not the application for credit proceeds. This and other information may be used to make credit decisions about you and to undertake checks for the prevention and detection of money laundering.

#### For policies incepted or renewed after 4<sup>th</sup> February 2019

If you choose to pay by Direct Debit, your monthly instalment plan will be financed by Close Brothers Premium Finance (CBPF). CBPF will send you a welcome pack which will include a credit agreement. In assessing your application CBPF will search the public information a credit reference agency holds about you. The credit reference agency will add details of the search to their records whether or not the application for credit proceeds. This and other information may be used to make credit decisions about you and to undertake checks for the prevention and detection of money laundering.

## Our Complaint Handling Procedure

At Lancaster Insurance **we** are dedicated to delivering a first class level of service to all customers. **We** welcome any comments on the services **we** provide - in the form of both compliments and complaints. **We** accept that things can occasionally go wrong and would encourage **you** to tell **us** about any concerns **you** have so that **we** can take steps to make sure the service **you** receive meets **your** expectations.

Need Help? If a dispute regarding **your** policy or claim does arise, the first step is to talk to a member of the Lancaster Insurance team. This can be done either by telephoning **us** or dropping **us** a line by letter if **you** prefer.

Telephone: 01480 484 806. Address: Complaints Officer, Lancaster Insurance, Lancaster House, Meadow Lane, St Ives, Cambridgeshire, PE27 4ZB.

## Response Time

Where **we** are unable to resolve **your** complaint by the end of the third business day after receipt, **you** can expect the following from us:

-Acknowledgement of **your** complaint in writing within 5 business days after receipt.

-**We** will aim to resolve **your** complaint within 4 weeks of receipt, unless the matter is very complicated, such as where other organisations need to be contacted. Where this is the case, **we** will let **you** know what action is being taken and tell **you** when **we** expect to provide **you** with a final response.

-Our goal is to ensure that **you** receive a final response letter within 8 weeks of receipt of **your** complaint. If **we** are still unable to provide **you** with a final response at this stage, **we** will write to **you** explaining why, and advise when **you** can expect a final response.

## What is a final response?

This letter should clarify the final position in relation to **your** complaint and any actions agreed going forward.

## The Financial Ombudsman Service - What you should know

**You** may initially go direct to the Financial Ombudsman Service with **your** complaint, but the Ombudsman will only review **your** complaint at this stage with **our** consent. However, **we** are still required to follow the procedure as stated above in the Response Time section. If more than 8 weeks from the date of **your** complaint has passed and **you** have not received a final response, **you** may refer **your** complaint to the Financial Ombudsman Service. If **you** have received a final response but are dissatisfied, **you** have the right of referral to the Financial Ombudsman Service within 6 months of the date of the final response letter. **You** may refer to the Financial Ombudsman Service beyond this time limit if **we** have provided **our** consent in the final response letter. The Financial Ombudsman Service will let **you** know that they have received **your** complaint and what the next steps will be.

Contact details: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0300 123 9 123.

Website: [www.financial-ombudsman.org](http://www.financial-ombudsman.org)

Email: [Complaint.info@financial-ombudsman.org](mailto:Complaint.info@financial-ombudsman.org)

The Financial Ombudsman Service will consider **your** complaint impartially and **we** are bound by their decision.

If **you** are dissatisfied with the way **your** complaint has been handled, **you** can use the Online Dispute Resolution Platform (ODR) to submit **your** complaint for an independent assessment - <http://ec.europa.eu/consumers/odr>

## Delivery of documents and your responsibility

Our standard practice is to e-mail **your** documents to you, however, documents can be issued by post if required. When **you** receive **your** e-mail from **us** it will contain secure PDF (Portable Document Format) attachments containing **your** Certificate of Insurance and Schedule, as well as either a Proposal Form or Statement of Information which contains the details **you** provided to Lancaster Insurance at inception. It is **your** responsibility to access the documents at **your** earliest convenience and notify Lancaster Insurance of any inaccuracies. Failure to correct any incorrect information may invalidate **your** insurance. Furthermore, **your** insurer may request proof of certain documents which can be returned electronically or through the post.

## Withheld documents

**IMPORTANT:** **we** may keep certain documents such as proof of no claim discount while **we** are awaiting payment of outstanding premium or administration charges. **We** will ensure that **you** have the documents **you** are required to have by law.

## Automatic Renewal and Continuous Payments

**We** will endeavour to invite **your** renewal, giving **you** the premium and the terms and conditions for renewal, within 21 days prior to **your** renewal date.

When **you** pay a deposit or in full by card **we** will set up a continuous payment authority (CPA). This will allow **us** to take payments automatically when they are due, including for renewals and amendments or charges or where a payment can't be collected by a direct debit agreement. This means **you** don't have to provide new details for each payment and ensures **your** insurance continues uninterrupted. **We** will contact the policyholder to inform of any payments that are due to be taken or if there are insufficient funds in the account to collect the payment. If a payment cannot be taken then the policy may be cancelled.

To make the process of renewal easier **we** may automatically renew a policy and take payment by the same payment method as the previous year, unless **you** request otherwise. If **you** were paying by monthly instalments, **your** finance company will issue a new agreement and will continue to collect direct debits from **your** account; should the direct debit fail **we** may debit payment from the card which the original deposit was debited from to ensure continuity of cover. If **you** paid in full **we** will collect the renewal premium from the same card. **We** will always write to **you**

before **we** automatically renew any policy and give **you** the opportunity to contact **us** to cancel the renewal.

If **your** policy is not eligible for automatic renewal **we** will write to **you** prior to **your** renewal date to remind **you** that **your** renewal is due and to advise **you** how much the new premium will be. **You** will need to contact **us** to arrange renewal.

If **you** do not receive **your** renewal documents by 14 days before **your** renewal date **you** should telephone Lancaster Insurance on 01480 484856.

## Fraud prevention & detection

In order to prevent and detect fraud **we** 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** account 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.

## Data protection

**We** are governed by the Data Protection legislation applicable in the United Kingdom. For the purposes of Data Protection Legislation, Insurance Factory Limited is the data controller.

**We** believe in keeping **your** information safe and secure. Full details of what data **we** collect and how **we** use it can be found in **our** privacy policy which **you** can access via [www.lancasterinsurance.co.uk/Privacy](http://www.lancasterinsurance.co.uk/Privacy) or by requesting a copy from **our** Data Protection Officer (contact details below). Please also see **your** insurance policy document.

Where **you** have given **us** **your** consent to do so, **we** will send **you** information about products and services of ours or other third parties which may be of interest to **you** via telephone, letter or email (as **you** have indicated). **You** have a right at any time to stop **us** from contacting **you** for marketing purposes or giving **your** information to other third parties. If **you** no longer wish to be contacted for marketing purposes then please contact **us** by emailing [marketing@lancasterinsurance.co.uk](mailto:marketing@lancasterinsurance.co.uk).

Under Data Protection Legislation **you** have certain rights, these include for example, a right to understand what data **we** hold on **you** and a right to ask **us** to amend that data if it is incorrect. If **you** would like to exercise any of **your** rights please contact **our** Data Protection Officer (contact details below).

If **you** have any questions about how **we** use **your** data, or to exercise any of **your** data rights please contact **our** Data Protection Officer at: Data Protection Officer, Insurance Factory Ltd, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. Please make sure **you** provide **your** name, address, policy number and other relevant information to allow **us** to respond to **your** query.

**You** understand that all personal data **you** supply must be accurate.

At the request of many of **our** customers and to make managing **your** insurance more convenient, it is **our** policy to deal with **your** spouse or partner who calls **us** on **your** behalf, provided they are named on the policy. If **you** would like someone else to be able to deal with **your** policy for **you** on a regular basis please let **us** know. In some exceptional circumstances **we** may also deal with other people who call **us** on **your** behalf. If at any time **you** would prefer **us** to deal only with you, please call to let **us** know.

## Call Recording

For mutual protection, to allow **us** to continually look at improving **our** customer service and for training purposes, monitoring and policy or claims administration. All calls may be recorded including outbound calls made by **us** to yourself or someone acting on **your** behalf.

## Feedback

If **you** would like to provide **us** with feedback regarding any aspect of **our** products, positive or negative, details can be submitted via **our** website at <https://www.lancasterinsurance.co.uk/my-policy/feedback/>

## Law applicable to the policy

**You** and **we** are free to choose the law applicable to this contract but in the absence of agreement to the contrary of the law of the country in which **you** are resident at the time of the contract will apply. If **you** are not resident in the United Kingdom, the law which will apply will be the law of England and Wales.

## Useful Contacts

If you need to speak to us about any aspect of your policy, please use the details listed below.

**Customer Service** - 01480 484806 ([customerservice@lancasterinsurance.co.uk](mailto:customerservice@lancasterinsurance.co.uk))  
**Renewals** - 01480 484856 ([renewals@lancasterinsurance.co.uk](mailto:renewals@lancasterinsurance.co.uk))  
**New Policies** - 01480 484826  
**Claims** - 01480 484802