

Terms of Business

About These Terms

All work we do for you is governed by these terms of business and any agreed written variation. This is an important document. Please keep it for future reference.

These terms of business contain important provisions that limit our liability, in broad terms, to £10 million. They may not be varied unless agreed in writing and signed by the Chairman of Aston Scott Ltd.

Our Company

Click4Quote.com is a trading name of Aston Scott Ltd of Malling House, West Malling, Kent ME19 6QL and is authorised and regulated by the Financial Conduct Authority under [registration number 308048](#). We are a leading commercial insurance broker providing service-orientated solutions which meet your insurance needs. Our success is built on a team of experienced, forward-thinking insurance staff who have an excellent reputation for quality and service. We look to build long-term relationships with clients to ensure that we fully understand your culture and business needs and can deliver long-lasting solutions.

Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

Our permitted business is arranging general insurance contracts. You can check this is on the FCA's register by visiting the FCA's website at www.fca.org.uk or by contacting the FCA on 0800 111 6768.

Our Services

- We will act as agent of an insurer in administering a policy that you have requested us to incept on your behalf.
- We regularly review the insurers with whom we place business to ensure that their products and service meet your requirements.
- We will also provide assistance should you need to make a claim.
- You will not receive advice or a recommendation from us. No comparison is made to other insurance products that may be available from other companies.
- We may ask some questions to narrow down the product that we will offer you. You will then need to make your own choice about the suitability of the product and how to proceed.

Our Dealings with You

- We aim to treat you fairly and to meet the following outcomes in all our dealings with you:
 - You can be confident that you are dealing with a firm where the fair treatment of customers is central to our corporate culture.
 - The products and services that we have marketed and you have chosen are designed to meet your needs as far as possible.
 - We have provided you with clear information and you have been kept appropriately informed before, during and after the point of sale.
 - You have been provided with products that perform as firms have led you to expect and the associated service is both of an acceptable standard and as you have been led to expect.
 - You will not face unreasonable post-sale barriers to change product, switch provider, submit a claim or make a complaint.
- We will give you full information about the products and services we offer you, including costs or charges (if any) in addition to the premiums
- If requested, we will tell you what our commission is and any other amounts we specifically receive for arranging your insurance or providing you with any other services.

Whose Products Do We Offer?

- We only offer one policy for each type of insurance sold.
- We act as an agent for the insurer and not the insured.
- We offer the following policies from the following insurers:-
 - Landlord and Commercial property policies are underwritten by Amlin UK
 - Unoccupied property policies are underwritten by Certain Underwriters at Lloyd's of London
 - Home property policies are underwritten by a consortium of Allianz and Pinnacle or Canopus
 - Holiday home insurance is underwritten by Certain Underwriters at Lloyd's of London.
 - Landlord Legal Expenses and Rent Guarantee cover is underwritten by Inter Partner Assistance SA.
 - Home legal cover is underwritten by DAS insurance.
 - Land Liability policies are underwritten by Amlin UK.
 - Click4quote Standard travel, and sailing mariners travel insurance are underwritten by Certain Underwriters at Lloyd's of London.

On limited occasions when people fall outside our standard underwriting criteria for property insurance, or on their specific request we offer:

- Property insurance underwritten by Certain Underwriters at Lloyd's of London
- Property Insurance underwritten by RSA, Pinnacle & Allianz

Termination

Our authority to act on your behalf may be terminated at any time, without penalty, by either of us giving written notice to that effect. Such termination will be without prejudice to either party's obligations to complete transactions already initiated on your instructions whether written or oral.

Client Money

Client money is money that we receive and hold on behalf of our clients over the course of our relationship and you consent to us handling your money as follows:-

We will treat any cash balances held by us for you in accordance with the FCA's Client Money Rules. This means that such monies are held separately from our own money. We will hold such cash in our client bank accounts with suitable UK banks, which will be statutory trust accounts as defined in the Client Money Rules.

In most cases we will have a risk transfer agreement with the Insurance Companies whereby any money received by us will be as if the Insurer has received it and the Insurance Company will bear the risk of any losses in the event that our firm becomes insolvent. In the same way, we may have an agreement with the Insurance Company whereby we handle claims money or premium refunds that remain our responsibility until we pay you.

In cases where we do not have risk transfer agreements with Insurance Companies, we will hold your money in a statutory trust client money bank account. FCA Rules that seek to protect customers against the inability of us to transfer your premium to your Insurance Company or to transfer a refund or claims money to you govern this account.

If we use another intermediary to place your insurance, we may need to transfer your money to that party but we remain responsible for your money until the Insurer receives it. Occasionally, this might require transferring your money to a third party outside of the UK, if this happens we will tell you as your money might be subject to different regulatory systems than that of the UK.

We do not pay interest on premiums held by us in the course of arranging and administering your insurance.

If you do not want us to handle your money as above, please contact us immediately.

Client Records

You have a right to inspect copies of contract notes, and entries in our books or computerised records relating to your transactions with us. We keep records of our business transactions for at least 6 years.

What You Will Have To Pay Us for Our Services

- We derive our income from commission and fees. Prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.
- We may also have an agreement with insurers and/or other third party providers that if our account with them meets certain pre-agreed volume or performance targets during a defined period then we will receive additional remuneration.
- Specific charges, which apply to individual policies, will be advised to you prior to the commencement of each contract applicable to that policy. The specific charge and purpose of any additional charges will always be advised to you in advance.
- If we propose to charge you fees for our services we will identify the fee clearly on our documents.

Complaints

At Aston Scott Ltd we are proud of our reputation for high quality and excellent service. If, on any occasion our service falls below the standard you expect, you should communicate directly to Andrew G Scott ACII, Chairman, at Malling House, West Malling, Kent ME19 6QL telephone number 01732 220220. It is the company's policy to acknowledge your complaint within five business days and provide you with a written response within twenty business days.

If following our investigation you are unhappy with our response and you are a private customer or a business with a turnover of less than £2,000,000 and fewer than 10 employees, you have the right to refer the matter to the Financial Ombudsman Service, who can be contacted at the following address:

Exchange Tower
Harbour Exchange Square
London
E14 9GE

Tel: 0800 023 4567
Fax: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Our Liability

Despite our best efforts we may make a mistake, by which we mean any breach of our duties to you howsoever caused. If we do, and are liable to compensate you, you agree that our liability is limited in the following respects:

- our maximum liability for any mistake, whether arising under statute, in contract or in the tort of negligence (but excluding fraud) is £10 million including contractual and statutory interest (unless we agree a different amount with you in writing);
- this overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake;
- for the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;
- we have no liability for any indirect or consequential loss or loss of anticipated profit or other benefit;
- we are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it);
- these limits on our liability shall apply to work done under this contract and any future work unless we agree different terms with you;
- we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering and / or financial crime legislation;
- we believe the limitations on our liability set out in this section are a reasonable amount having regard to our assessment of:
 - the amount of any likely liability to you if we make a mistake;
 - the availability and cost of professional indemnity insurance; and
 - possible changes in the future availability and cost of insurance;but we are happy to discuss the limit with you if you consider it insufficient for your purposes, and if appropriate we may then consider whether we are able to provide a higher limit at extra cost.

The above provisions do not affect any right to compensation you may have under the Financial Services Compensation Scheme, as described below.

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

The scheme provides cover for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS, details of which can be found on their website – www.fscs.org.uk. They can be contacted on their telephone number 0800 678 1100.

Fees and Charges

If you cancel a policy within the 14 day cooling off period we reserve the right to retain a reasonable charge of up to £25 for services provided in setting up the policy. For travel insurance this is only available if you have not travelled, no valid claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

If you cancel any policy mid-term a £25 cancellation charge may be made by us. If you paid a £15 fee to set up your policy this may be offset against

the £25 cancellation fee. This will be deducted from any pro-rata refund due to you. Property insurance is subject to a minimum retention by underwriters of 3 months' premium (This does not apply where the policy is paid for by direct debit). No refund will be issued if a valid claim has been made or is intended to be made. We reserve the right to deduct any unpaid premium from the claim settlement.

If you cancel an annual travel policy after 14 days a pro rata refund may be offered in some circumstances – please ask for details. If you cancel a single trip policy after the 14 days there will be no return premium.

Quotations

Unless otherwise agreed any quotation given will remain valid for a period of thirty days from the date of issue of the quotation.

Cancellation Rights

If you have bought your policy for purposes which are outside your trade, business or profession, you have a legal right to cancel the policy and receive a refund up to 14 days after the latter of the following dates:

- The date on which you accept the quotation and instruct us to arrange cover on your behalf, or
- The date on which you receive your policy documentation.

Please contact us within the 14 day period should you wish to cancel your policy.

Payment of Premiums

Many of our clients choose to utilise the instalment facilities that we have negotiated with Premium Credit Ltd and/or Close Premium Finance Limited, and we will be more than happy to assist you in deciding upon the most appropriate method of payment.

If you choose to pay by Credit Card or Company Debit Card an additional handling charge will be levied, and we will advise you of this in advance of taking the payment.

Under the terms of our agency agreements, we become responsible for premium payment as soon as a policy becomes effective, and for this reason we must ask for payments to be made or instalment plans to be signed, prior to relevant effective dates.

Paypoint is an electronic payment provider appointed by the company to take all debit and credit card payments. The provider, not us, stores the card details. The provider is 3-D Secure and PCI compliant

Confidentiality/Security

We may be required from time to time to disclose personal information about you. We will not do this unless:

- You have given us specific instructions to do so
- We are required to do so because we are authorised and regulated by the Financial Conduct Authority
- We are required to do so by law

We are registered under the Data Protection Act 1998 and will abide by the rules laid down at all times. We will also take appropriate steps to ensure that any money, documents or other property/information we hold on your behalf is secure at all times.

Data Protection

Information about your 'data' (including 'sensitive data' as defined in the Data Protection Act 1998) will be put on to the Aston Scott Ltd database/manual records and held, processed, disclosed and used by us and our third party product providers in servicing our/their relationship with you, including verification and money laundering checks. By accepting these terms of business, you agree to that storage use and disclosure.

For your security and training purposes, telephone calls may be recorded. The recordings may be used as evidence in the event of any dispute with us.

You agree to us sharing any information that we hold about you with a fraud reference agency should it be required.

Unless you notify us otherwise, you agree that Aston Scott Ltd and its third party product providers may use and analyse your 'data', including the nature of your transactions to give you information by post, telephone, fax or e-mail about our/their products and services and those of selected third parties which may be of interest to you.

Law and Jurisdiction

All documents including policies will be written in English. These terms of business will be governed by and construed in accordance with

English law and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales as the forum for determining any disputes arising therefrom.

IMPORTANT INFORMATION

WARNING

Your duty to give information

IT IS IMPORTANT THAT YOU UNDERSTAND YOUR DUTY TO PROVIDE ALL MATERIALLY IMPORTANT INFORMATION, FULLY, COMPLETELY AND ACCURATELY TO US AND YOUR INSURERS NOT ONLY WHEN YOU TAKE OUT YOUR INSURANCE, BUT ALSO THROUGHOUT THE LIFE OF YOUR ARRANGEMENT, AT THE ANNUAL RENEWAL OR AT ANY OTHER TIME WHEN CHANGES OCCUR.

Materially important information is any information that could influence an insurer's decision to accept your risk including the cost of your insurance. For example, details of previous insurance claims that you have made, or reported. Personal information about you, such as Criminal Convictions (you have a duty to give this information even when the insurance relates to a business and not you). General information about the risk, such as:

The construction of a building (for example, concrete floor, timber frame with brick, stone, and a slate roof)
Changes / modifications to the insured matter that we are not already aware of
Details of any losses or damage, whether or not you have made a claim
A change of occupation
Changes to your medical history
A change in tenancy type, or if the property becomes unoccupied
If you are not sure how much information to provide or do not understand the question please ask.

The reason why this is vital and extremely important is that if you fail to tell us something, your policy may leave you with no insurance protection; insurers may not pay any claims and will cancel your policy. You will find it difficult to re-arrange cover because you did not tell an insurer everything, and you will have to disclose this fact when you reapply for insurance.

FAILURE TO DISCLOSE THESE FACTS MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.

WARNING

Warranties and Conditions Precedent

Your policy contains a number of WARRANTIES and CONDITIONS PRECEDENT. These terms do not relate to benefits you get from the policy, but relate to things which you must comply with word for word; otherwise the insurer might not pay any claims and might cancel your policy from the start. Even if there is no connection between a breach of these terms and the cause of the loss.

Failure to comply with these terms may leave you with no insurance cover and your claim not being paid!

A warranty typically means that you must comply with terms in order that your insurance protection remains operative.

Conditions Precedent: Some conditions do impose a responsibility on you to have done something or completed something before a certain section of the policy will operate. If you do not do the thing stated, cover will not be in place.

FAILURE TO COMPLY MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.

IMPORTANT

Warranties are not always referred to as such within a policy and schedule. They may be referred to as conditions, endorsements, special terms as well as warranties.

It is important that you look out for these and if you have any doubt about a particular statement, please ask us for advice.

FAILURE TO COMPLY WITH THESE MAY LEAVE YOU WITHOUT ANY COVER IN THE EVENT OF A CLAIM AND THE CLAIM MAY NOT BE PAID.