

TERMS OF BUSINESS – FIRST VAN

AGREEMENT

The purpose of this agreement is to set out our professional relationship and detail the service we provide to you. For your benefit and protection, we advise you to read all of the Information carefully.

By asking us to quote for, arrange or handle your insurances you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- The section headed 'Our Service To You' which explains that we do not offer advice or recommend insurance policies.
- The section headed 'Our Charges' which details the charges that can be applied to your policy through its life cycle.
- The section headed 'Data Protection' and specifically the paragraph explaining how sensitive personal data will be used; and
- The section headed 'Handling Money (Client Money)', which explains our terms for handling client money in a Non-statutory Trust account
- The section headed "Cancellation" and its sub-sections "Cooling off within 14 days" and "Cancellation after 14 Days" which explains bringing your agreement to an end.
- The section headed "Your duty to provide a fair presentation" which explains your obligation to provide full and honest answers.
- The section headed "Continuous Payment Authority" which explains our rights to take payments, how we will inform you and your rights to withdraw your permission at any time.
- The section headed "Renewals" and in particular, how and when we will take payments having obtained your authority to auto renew any policy you hold with us.
- The section headed "Use of personal data" and in particular, how with your agreement we will use your information to provide details of other services and offers from our wider group of companies

If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the address below.

ABOUT US

First Van is a trading name of Moorhouse Group Limited (MGL) of Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU, which is authorised and regulated by the Financial Conduct Authority (FCA) to arrange and administer general insurance contracts and credit broking facilities. Our Financial Services Register number is 308035 and you can check these details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

OUR SERVICE TO YOU

We (MGL) are an independent insurance intermediary, and not an insurer. We act on your behalf as your agent and conduct a search of available products from our panel of insurers. From time to time, in providing our services we may act as agent of the Insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf. We do not offer advice or make recommendations when arranging your insurance or when making midterm changes or at renewal. However we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

We select products from a range of insurers, but in some instances, we may only be able to provide product details for a single insurer. We will give you further information about this before we finalise your insurance arrangements. We will also supply you with a list of the insurers we may and do conduct business with. We will not in any circumstances guarantee the solvency of any Insurer. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

We may discuss the availability of Credit Facilities with you. When arranging instalments, we act as a credit broker and not a lender. Any credit discussed is available through Close Brothers Premium Finance. This finance can only be used to fund your insurance premium and associated costs and we do not offer advice in relation to the suitability of these products.

HOW WE ARE PAID

We receive commission from insurers out of your premium. We may receive other income based on the profitability or volume of our accounts from an insurer. We may earn income from claims management companies. We do not charge any fees for arranging Premium Finance but may earn an income from the Finance company.

We charge administration fees to you for handling your insurances (see below). We will always confirm the breakdown of cost including all fees, taxes and charges in addition to the insurance premium before the conclusion of the contract. Where requested, we may also issue a

quotation to you which will outline the costs for your review prior to making a decision to purchase. Full payment of premium and fees is due before cover commences or in line with any agreed associated credit facility.

In good time before the conclusion of each insurance contract, including upon renewal, we will remind you of your right to be informed of the level of commission which we receive. You have the right to ask us about the earnings we may receive as a result of placing and handling your insurance business at any time.

FEES IN LIEU OF COMMISSION

Some insurers on our panel provide us with insurance premiums which are net of commission. In these cases we will charge a fee in lieu of commission for our services instead of being paid by the insurer who we arrange your insurance policy with. The amount will be disclosed to you and will not exceed the normal range of commissions received for similar insurance products when provided to us on a commission basis.

OUR CHARGES

In addition to the premiums or charges made by your insurer, we will also charge you the following fees throughout the duration of the policy. These fees are non-refundable. We will not issue a refund if it is less than £10, nor will we collect an additional premium if it is less than £10.

Type of Charge	Amount – Commercial Vehicles	Reason for the charge
New Business / Renewal Fee - Setting up your policy or renewal	£75	Cover the costs arranging and setting up your policy
MTA Fee – Making a change to a policy Including updating incorrect information supplied / non-disclosure identified on the policy	£40	Cover the cost of making a change to the policy and issuing updated documentation / correspondence.
Cancellation Fee - Cancellation within the 14-day cooling off period	£25	Cover the cost of processing the cancellation
Cancellation Fee - Cancellation post the 14-day cooling off period	£75 Plus time on cover charge as detailed in cancellation section	Cover the cost of processing the cancellation and administering any further correspondence
Change of payment Fee - Change of payment method or early settlement of finance arrangement	£25	Cover the costs of administering the change or settlement
Stopped cheques Fee	£15	Cover charges levied against us and the administration involved

CREDIT CHECKS

MGL and other firms involved in arranging your insurance may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not you decide to go ahead with the policy.

YOUR DUTY TO PROVIDE A FAIR PRESENTATION AND IN RELATION TO QUESTIONS ASKED

In arranging your insurance both we and the insurers will ask a number of questions which you are required to answer. You must take reasonable care to provide complete and accurate answers to the questions we ask you when you take out, make changes to or renew your policy. If you are in doubt, please contact us. Insurance is based on the information that you give to the insurer and if this information is wrong or incomplete, claims may not be paid in full or at all, your policy may be cancelled, have special terms imposed, policy voided, and the premium may not be returned. For online purchases, where help text is provided in relation to a question, please ensure that you read this fully to ensure the correct answer is provided.

If you are purchasing insurance for purposes related to your trade, business or profession, in addition to the above, you must disclose all facts material to the insurance you wish to take out. The facts you need to reveal are all those which the insurer needs to estimate your risk and set the premium and terms. You must disclose this information in a way that is clear and substantially correct.

You must also inform us of any changes to your policy details during the life of your policy, including at renewal. Please read carefully all policy documents sent to you and inform us immediately of any incorrect information shown. If you have difficulty in understanding anything, please let us know and we will assist you. For your protection, insurers maintain databases to prevent fraud and the information you give us may be subject to checks.

PAYMENT OF PREMIUM

If you choose to pay your premium by instalments, we can arrange this for you (acting as a credit broker) through Close Brothers Premium Finance Ltd. Please note that with this option interest charges in addition to other policy and administration charges will apply. If you are a sole trader or partnership, in order to assess your application Close Brothers Premium Finance may use credit scoring, credit reference agencies

and an automated decision making system which will leave a footprint on your credit scoring file. This assessment will take place after they have received your application. If your application is unsuccessful, Close Brothers Premium Finance will cancel the agreement and confirm this to you in writing and you will need to pay the insurance premium in full. Close Brothers Premium Finance Ltd will send out their own terms and conditions to you, which we recommend you take time to read in full. In the event of a claim, instalments must continue to be paid until the full premium and charges have been settled. Please note that the cancellation of your Direct Debit instruction with your bank will not cancel your Insurance policy, and there may remain an outstanding balance for payment. Other charges you may need to pay in connection with your instalment (as charged by Close Brothers Premium Finance) are listed below:

Administration of a missed payment	Finance up to £5,000	£30.00
Administration of a missed payment	Finance over £5,000	£125.00
Cancellation of an instalment plan		Up to £15.00

If you choose to pay by credit or debit card, any refund due, in line with our refund terms, will only be made back to that card.

Other taxes and/or costs may exist in relation to the products and services offered by us, but which are not imposed by us, for example VAT. Any such costs will be notified to you prior to the conclusion of the contract.

CONTINUOUS PAYMENT AUTHORITY

Whenever you provide us with your credit and/ or debit card details you are entering into a continuous payment authority. Continuous payment authority gives us the right to take payments from your card on a date of our choosing and take payment from your card for different amounts.

We reserve the right to use continuous payment authority to collect payment for mid-term changes, defaulted instalments and balances due to us following cancellation of your policy. Where we intend to use your continuous payment authority for this purpose, we will inform you in advance of us doing so and we will tell you the amount involved.

You can cancel this authority at any time by contacting us and letting us know that you would you like to withdraw your permission for money to be taken from your card. You also have the right to cancel the authority directly with your card issuer.

UNPAID PREMIUMS

If you do not pay any sums due to us and we have to appoint a debt recovery agent, they may charge you a fee for their service.

We may also withhold certain documentation until all premiums are paid.

POLICY DOCUMENTATION

Our aim is that policy documents will be issued within 3 days of purchase. You can choose to receive them by post or electronically.

CANCELLATION

COOLING OFF WITHIN 14 DAYS

If you are a consumer (i.e. a client buying cover either wholly or mainly outside of your business or profession) you have the right to change your mind and cancel any insurance you buy through us within 14 days following the day of purchase or the day that you received your policy documentation, whichever is the later. This right may also apply if you are a commercial customer and your insurer allows it (please refer to your policy booklet). You will be charged for the period of cover that existed, plus the administration fee of £25. Please refer to Charges table

CANCELLATION AFTER 14 DAYS

You have the right to cancel your policy at any time. Requests to cancel should be in writing, or alternatively where documentation has been emailed to you, you can complete a declaration of surrender which is available by contacting us on 08081 686868. Please refer to the terms of your insurance contract for details of your insurer's cancellation charges, and please refer to our Cancellation rates table within this document for details of our administration charges.

The insurer may pay a pro-rata refund of premium minus their administration charge. Please refer to your insurer's policy document for the terms that apply to your policy as some insurers may use a short-period cancellation scale for calculating refunds which could be significantly less than a pro-rata amount. We will bring these terms to your attention.

We will deduct a cancellation fee of £75 from any return premium and reserve the right to retain up to 15% of any refund provided in lieu of lost commission for Motor insurance (which includes commercial vehicle, private car, minibuss and motorbike insurance policies), such amount not to exceed the lost commission.

If you are paying by instalments there may be an outstanding balance to pay should the refund coming back for the unused part of your insurance policy being insufficient to cover any remaining balance due. If there has been a successful claim against your policy the full premium is payable.

Please be aware that some policies do not contain any refund at all after 14 days, for example additional optional products such as Legal Cover, and Excess Waiver. Additionally, some insurers charge to cancel policies on 'short term' rates rather than on a pro-rata basis. This may result greater charge for the period of insurance and any refund may be much lower than you might expect. Please contact us to discuss cancelling your policy.

If you cancel cover due to revised terms being applied following previously inaccurate or non-disclosed information being identified then the time on risk charge may be based on the correct information and the correct premium.

Any time on cover refunds, if due, will not be paid until we have received all the required documents from you and the insurer has refunded to us the amount of premium due to you. This process can take up to 60 days to complete due to the account reconciliation process between us and our insurers.

You also agree that we may offset any refund of premium which may be received against any money which you owe to us, the insurer and/or the premium finance provider.

In certain situations, we may be instructed by our insurers to cancel policies under the terms in their documentation. We will communicate this to you in a timely manner to provide you as much time as possible within the terms of that cancellation to seek alternate cover if required.

CLAIMS

Please refer to your policy documentation, which will provide details of how to make a claim. Generally, your insurer will require notification either immediately or in good time after an incident has arisen that has, or could give rise to a claim. It is important that you do not prejudice

your insurer's position by admitting you are at fault or dealing with the third party claim yourself. As part of our service, we may help you submit your claim, however please note that we do not settle claims on behalf of insurers. In all instances, we will use due care and skill when assisting you with your claim

RENEWALS

In order to ensure continuation of cover, and where we have previously obtained your agreement, we will automatically renew your policy, subject to certain conditions as outlined to you prior to the conclusion of your New Business policy. In the event we are unable to automatically renew your policy, we will require your consent to renew. In all instances, you will receive a renewal invitation in good time before the end of the policy. It is your responsibility to ensure that the information we hold at the point of renewal remains accurate, and you must contact us to notify of any discrepancies or changes.

You understand that the amount you need to pay for your renewing policy as outlined in our renewal invitation sent to you may be different to the amount you paid for the current policy period. Through your obtained agreement, you expressly authorise us or our payment providers to take the relevant payment from your card in line with the continuous payment authority above.

We will attempt to take payment for your renewed policy from your card 7 days prior to the expiry of date of your current policy and we will notify you prior to the new policy starting.

USE OF PERSONAL DATA

Moorhouse Group Ltd is the Data Controller of the personal data you provide to us. We will use your personal information to:

- Assess and provide the products of services that you have requested
- Communicate with you in relation to servicing and administering your product(s)
- Develop new products and services
- Undertake analysis to help us improve our services and products
- Provide additional assistance for these products or services
- Notify you of important changes to products and functionality changes to our websites.

Only where you have provided us with consent to do so, we may also use your information to provide you with details of offers relating to additional products or services from group companies we are associated with.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices and standards.

Further information is included in our Privacy Notice, which can be found at <https://www.firstvaninsurance.co.uk/content/privacy-notice.pdf>. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of the rights you regarding your personal information. Please let us know if you would like a copy sent to you if unable to access our website. You can also contact us for general data protection queries via email to compliance@moorhousegroup.co.uk or in writing to The Data Protection Officer, Moorhouse Group Ltd, Barclay House, 2-3 Sir Alfred Way, Caerphilly, CF83 3HU

COMPLAINTS

Our aim is to provide you with a first class standard of service at all times. If you feel that we have not met your expectations, then please contact us straight away and we will try to sort out the problem either immediately or within a reasonable timescale.

You can complain to us by the following methods referring to The Complaints Manager:

In writing to: Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU

By phone: 02920 849500

By email: complaints@firstvan.co.uk

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If we are unable to resolve your complaint by close of business on the third working day after receipt, an acknowledgement will be sent no later than 5 working days, confirming who is dealing with the complaint and when we expect to respond to you.

Within 8 weeks If you are still not satisfied you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS), who can be contacted at: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: 0800 023 4567 or 0300 123 9123

Website: www.financial-ombudsman.org.uk

Email: customer.info@financial-ombudsman.org.uk

The FOS will only consider your complaint if you have given us/your insurer the opportunity to resolve it. If you wish to refer the matter to the FOS, you must do so within 6 months from the date of our written final response. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances:

Access to the FOS is available for complainants coming within one of the following categories at the time we receive the complaint:

- Consumers (e.g. private individuals)
- A micro-enterprise employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million.
- A charity with an annual income of less than £6.5 million.
- A trustee of a trust with a net asset value of less than £5 million.
- A small business that has an annual turnover of less than £6.5 million: and employs fewer than 50 persons; or has a balance sheet total of less than £5 million.
- A Guarantor (who has given a guarantee or security of a person which was a micro-enterprise or small business as at the date the guarantee or security was given)

These complaint procedures do not stop you from seeking legal advice or taking legal action. However, the Financial Ombudsman Service will not take on a case where litigation has started.

If your complaint relates to the insurer or the insurance policy, we will forward the complaint onto the relevant party and notify you. Alternatively please refer to your policy wording booklet to raise a complaint directly to your insurer.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. 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 on 0800 678 1100 (freephone) or 020 7741 4100 or www.fscs.org.uk

HANDLING MONEY (CLIENT MONEY)

Our financial arrangements with most insurance companies are on a 'risk transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer (s) with which your insurance is arranged. You will be notified if Risk Transfer does not apply and such monies will then be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the deed trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust will be retained by us. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the Insurer. Client money is held in an FCA approved bank

DATA PROTECTION LEGISLATION

For full information on how we will process any personal information we obtain in the course of providing our services to and your rights you will need to read our [privacy notice](#).

For our joint protection telephone calls may be recorded and monitored.

CONFLICTS OF INTERESTS

Occasions can arise where we or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens prior to inception, and we become aware that a potential conflict exists, we will communicate this with you. We will detail the steps we will take to ensure fair treatment. If this happens after inception we will communicate with you with what we believe needs to be the next steps, which may include cancellation of the policy with appropriate notice, to enable you to find alternate cover.

LAW AND JURISDICTION

These terms of business are governed by and construed in accordance with English law. In relation to any legal action or proceedings relating to these terms of business, we both submit to the non-exclusive jurisdiction of the English Courts.