

BROKER POLICY REF:

DATE ISSUED:

**DECLARATION OF STATUS & TERMS AND CONDITIONS**  
**CARPOL INSURANCE CONSULTANTS LTD**  
92 High Street, Frimley, Camberley, Surrey, GU16 7JE  
Tel: 01276 581077 Web: [www.carpolinsurance.co.uk](http://www.carpolinsurance.co.uk)

Please read these terms and conditions. They may affect your policy cover.

**CLIENT COPY**

Please Read & Return  
Signed & Dated

**Definitions**

The Company, We, - Carpol Insurance Consultants Ltd; You - The Policyholder;  
FCA, - Financial Conduct Authority.

**About Carpol Insurance Consultants Ltd**

Tel: 01276 581077, Email: [underwriting@carpolinsurance.co.uk](mailto:underwriting@carpolinsurance.co.uk)

Carpol Insurance Consultants Ltd, is an independent insurance intermediary, authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Service Registered Number is 307272. We are permitted to arrange, advise on, deal as an agent of insurers, assist in claims handling, help with ongoing changes and introduce to insurers/premium finance providers in respect of general insurance policies (Credit Broking & Debt Administration). These details can be checked by visiting the FCA's website <http://www.the-fca.org.uk/firms/financial-services-register> or by contacting the FCA on 0800 111 6768.

By signing this Terms of Business you authorise Carpol Insurance Consultants Ltd to act as your agent for the purpose of arranging a contract of insurance, and other products in relation to that insurance.

**Product Range**

We have access to leading insurers and often we select your insurance products from a wide range of insurers however there are times when we use a single provider. We will always tell you of our selection range prior to you committing to buy the insurance policy. In certain circumstances we may use another intermediary to place your insurance and we will always tell you the name of that intermediary.

**Trading Relationships**

We have trading relationships with third party finance providers who are authorised and regulated by the FCA. Please ask us for more details.

**Our Advice**

Upon assessment of your requirements, we will make a recommendation for a particular insurance product. Our advice will be confirmed in a demands and needs statement which will state the reasons for our recommendation. In some circumstances we may not provide you with advice and this will always be made clear to you in our documentation. We operate on an advised basis at renewal if insurance cover is re-brokered and we will provide any form of opinion or recommendation on the suitability of the product in the demands and needs statement. We may operate on a non-advised basis if an existing contract is simply renewed with the existing Insurer, without any re-broking consideration and when no form of opinion or recommendation on the suitability of a product is given; and if providing a leaflet simply giving information on a product. Your quotation or renewal letter will tell you whether we are acting on an advised or non-advised basis.

**Quotations**

Quotations given by the company do not constitute an offer. Quotations given are valid until the final calendar day of the month for which the quotation is offered. All proposals & requests for insurance are subject to acceptance by insurers & premiums & terms quoted are subject to confirmation & agreement by insurers. Amounts quoted include commission, insurance premium tax, and, if applicable instalment fees and transaction charges. These may be subject to change by the Insurers, which would be advised accordingly. In the event of unacceptable revised terms being offered by insurers, clients are entitled to cancel the insurance and, subject to no claims having been notified during the period, premium will be refunded less a proportion for the time on risk. In the event of a quotation which has been accepted and paid by the client being higher than the premium charged by the insurer, the difference will be re-credited to the client without delay. Payment will be returned by the same payment method used by the client to pay the initial premium. A copy of any insurance policy document is available upon request.

**Disclosure - Consumer Clients & Contracts**

(A consumer contract is an insurance contract taken out by an individual for purposes which are wholly or mainly unrelated to the individual's trade, business or profession.)

Your policy document and policy enclosed letter will state your customer classification.

You must take reasonable care to provide complete, accurate and honest answers to the questions we ask when you take out, make changes to & renew your policy. Please also tell us if there are any changes to the information set out in the Statement of Fact or Proposal Form, Certificate of Insurance (if applicable) or on your schedule. Some common examples of changes are change in the nature/sum insured of the subject matter, change of occupation, cover, use, drivers, convictions, non-motoring convictions, CCJ's, and bankruptcy, accidents, and other losses, incidents and claims, drivers health, (particularly when the use of drugs is prescribed) and prior claims history. For further guidance please contact us. *The duty of disclosure includes all persons who may use or drive an insured vehicle and in the case of home insurance, all members of the household.*

If any of the information provided by you changes after you purchase or renew your policy and during the period of your policy please provide us with details.

If any of the information provided by you is not complete and accurate:

- your insurer may cancel your policy and treat it as if it never existed; or
- your insurer may refuse to pay any claim, or
- your insurer may not pay any claim in full, or
- your insurer may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

In respect of motor policies, it is an offence under the Road Traffic Acts to provide incomplete or inaccurate information to the questions asked in your application for the purpose of obtaining a certificate of motor insurance. Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference. A copy of the completed application form (if applicable) will be supplied on request within a period of three months after its completion.

The Company cannot, in all cases, undertake to maintain a permanent record of such information disclosed to it and it is therefore the clients responsibility to redisclose all material facts and to ensure that all statements contained in the proposal/statement of facts/claims forms are correct.

**Disclosure - Commercial Clients & Business Contracts**

(A business insurance contract is any contract which is not a consumer contract. A consumer contract is an insurance contract taken out by an individual for purposes which are wholly or mainly unrelated to the individual's trade, business or profession.)

Your policy document and policy enclosed letter will state your customer classification.

It is the clients responsibility throughout the lifetime of a policy and at renewal, to provide us and your insurers with complete and accurate information and provide a fair presentation of the risk. You should check details on any forms that have been completed on your behalf to ensure they are correct.

All material facts should be disclosed, relating to the insurance cover we arrange for you. Material facts are those which are likely to affect both the assessment and acceptance of risks being insured. If you are unsure whether a fact is material, you should disclose it. If you are in any doubt as to what may constitute a material fact then please don't hesitate to ask us.

Some Common examples are (although this is not an exhaustive list):

Change in nature/or sum insured of the subject matter of the insurance (vehicle, property, etc...), changes in occupation, cover, use, drivers (particularly those who are young or elderly or have a history of accidents or convictions), alterations or modifications, driving convictions, non motoring convictions, CCJ's and bankruptcy, accidents, and other losses, incidents and claims, drivers health, (particularly when the use of drugs is prescribed) and prior claims history.

*The duty of disclosure includes but is not limited to all Directors and influencing Business Controllers knowledge in a business, and persons who may use or drive an insured vehicle and in the case of home insurance, all members of the household.*

Please tell us if the person in your organisation responsible for arranging insurance changes so that we may explain the duty of disclosure/fair presentation to that person.

If you fail to make a fair presentation of the material facts to us or your insurers which is not deliberate or reckless, your Insurers at their discretion, depending on what they would have done if they had known about the material fact when they agreed to insure you, may take the following action:

- if they would not have entered into the policy they may avoid your policy and return any premium you may have paid, taking into consideration recovery of any amounts they may have paid out e.g. claims or expenses incurred.
- if they would have entered into the policy, but on different terms and/or additional premium they may apply those different terms to the policy (e.g. different limits of indemnity or exclusions) and/or charge you additional premium.

The Company cannot, in all cases, undertake to maintain a permanent record of information disclosed to it and it is therefore the clients responsibility to redisclose all material facts and to ensure that all statements contained in the proposal/statement of facts/claims forms are correct.

### **Changes**

Any relevant changes in circumstances or in the risk must be notified in writing to the Company or insurer immediately they occur and cover may, in certain circumstances, be invalid until changes have been accepted by the Insurer.

Some Common examples are (although this is not an exhaustive list):

Change in nature/or sum insured of the subject matter of the insurance (vehicle, property, etc...), changes in occupation, cover, use, drivers (particularly those who are young or elderly or have a history of accidents or convictions), alterations or modifications, driving convictions, non motoring convictions, CCJ's and bankruptcy, accidents, and other losses, incidents and claims, drivers health, (particularly when the use of drugs is prescribed).

### **Accuracy**

The onus is upon clients to ensure that information supplied to the Company is accurate and the Company cannot accept responsibility in the event of such information being inaccurate. Clients should, whenever possible, give instructions to the Company in person, as they will be responsible for the consequences of instructions given on their behalf and clients must check that the information which has been given to the Company is accurate and read any Proposal Form or Statement of Fact before signing it. The Company does not accept responsibility for any errors or omissions on the Proposal Form or Statement of Facts, whether or not a member of Staff has completed or assisted in completing the form. A copy Proposal Form / Statement of Facts is available upon request. The client must, on receipt of a policy document, check that the policy accurately reflects his/her position and requirements. Any queries must be raised with the Company immediately.

### **Databases / Information Exchange**

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti Fraud and Theft Register, to aid the prevention of fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the Registers. All Insurers are legally required to supply details of motor insurance policies to the Motor Insurers Information Centre (MIIC). The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which the police and other Insurers have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

### **Payment of Premiums**

You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in our letter/invoice. Failure to meet the payment date may lead to Insurers cancelling your policy or your policy lapsing on its renewal date. We normally accept payments by cash (subject to a limit), cheque, debit card, credit card or by bank transfer. It is sometimes possible to spread payments through an insurer's instalment scheme or a credit facility that we have arranged with our select premium finance providers. However acceptance is subject to a credit check. If you choose to pay for your insurance premium through our selected premium finance provider (you are entitled to ask us for a list of providers) we will provide you with a breakdown of costs of your monthly instalments and a document outlining key features of the credit agreement. Please note that cover will cease if you fail to keep up payments under a credit agreement. Any refund of monies to clients will be subject to a retention to compensate the Company for loss of commission or for the cost of work done by the Company arising out of the non or late payment of premiums, whichever is the greater. A minimum of £25.00 will always be charged for arranging any insurance policy.

### **Other Taxes & Costs**

Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, nor imposed by us.

### **Banking of Premiums - Clients Informed Consent**

All premiums paid to Carpol Insurance Consultants Ltd will be banked into an Insurer Money Trust Bank Account by the next business day from which the monies were paid to Carpol Insurance. We hold all client's money as agent of the insurer, which means that upon receipt of your premium by us, it is deemed as having been received by the insurer. We hold all client's monies in an Insurer Monies Trust Account with an approved bank under a non-statutory trust arrangement in accordance with Financial Conduct Authority rules. This means that we are not entitled to use client money held on behalf of one client to pay another client's premium before the premium is received from that other client, not to not pay another client's premium refund to clients before we receive payment from the insurer. We are not entitled to use client money to pay commissions to our company before we receive the relevant premium from the client. It is our policy to retain any interest that may be earned on monies held in our insurer monies trust account. In some circumstances we may need to use another intermediary to arrange your insurance and as a result we pass money through other authorised intermediaries before finally paying it to the insurer.

### **Customer Money Passed Outside The UK / To Another Person/Firm**

In accordance with FCA Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer your money that you have paid to us, in payment of an insurance premium, to another insurance intermediary in the United Kingdom. We may also transfer money that you have paid us, in payment of an insurance premium, to another insurance intermediary operating outside the United Kingdom. Unless you notify us that you do not wish your premiums to be transferred in the manner outlined in this section, by signing these Terms of Business, you are giving your consent for us to act in the manner described in this section. We have a duty under FCA Regulations to inform you that: a) the legal and regulatory regime applying to the insurance intermediary may differ from that in the United Kingdom; and b) consequently if the insurance intermediary fails, the premium may be treated in a different manner from that which would apply if the premium was held by an insurance intermediary in the United Kingdom.

### **Instalments**

The Company may at its discretion, agree to accept payments of premium by instalments through insurers' instalment schemes, a credit scheme with a third party finance provider, or a facility we have arranged ourselves. We will give you full information about your insurance payment options when we discuss your insurance in detail. In all such cases the full balance of any outstanding premium shall, at any time be payable forthwith on demand by the Company and shall be due to the Company as a debt. Until payment is made in full and without prejudice to its other rights, the Company may hold any settlement or other cheques owing to the policyholder as a lien against payment and may appropriate any monies held on the policyholders account towards payment of the outstanding balance. We may keep certain documents, such as your insurance policy documents or Certificate, while we are waiting for full payment of premiums. In these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law. In order to be able to offer you credit facilities, we are registered with the Financial Conduct Authority, permission number is 071776. Arrangements for payment by instalments which fall outside the scope of the Financial Conduct Authority permission may, be subject to the addition of a handling charge to cover administration and possible bad debt. The amount of such charges will be included in the instalment figure quoted to clients.

### **Adjustments (Mid Term)**

Amendments to policies after inception can normally be arranged on receipt of full details and on return of the Certificate of Insurance (if applicable). These are subject to acceptance by insurers and payment of the quoted premium. Quotations will be based on the difference between the original and the amended premiums and then calculated on a pro rata basis to the normal expiry of the policy. Commission, Insurance Premium Tax and a maximum transaction charge of £30.00 unless otherwise advised at the time of arranging, will be added as applicable. All transaction charges (fees) will be advised to clients before clients become liable to pay the charges.

### **Renewals**

Renewals are invited on the understanding that there have been no changes in the risk (see above). Where it has not been possible to forward the renewal notice, this will, whenever possible, be made available on request. By signing a Terms of Business 'Broker Copy', you give us permission to invite the renewal of your insurance and also give us permission to renew your policy automatically, if your policy is paid by monthly direct debit to an Insurance Company, unless you advise us otherwise. (\*This only applies to policies paid directly to Insurers, not to those policies being paid by Close Brothers Premium Finance direct debit, or Creation Finance direct debit, where we will require your instructions before your policy can be renewed).

### **Return Premiums**

Return premiums usually arise if an insurance risk is reduced or a policy cancelled. On a return premium, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you. If a policy is cancelled, we will refund any return premium due (after deduction of the commission and our charge as detailed within the transaction charges section). Premium refunds will only be paid to clients by Carpol Insurance, once the money has been received from the Insurer concerned.

### **14 Day Cancellation 'Cooling Off Period' (The mediation contract)**

The 14 Day Cancellation Period is applicable to Consumer Customers only and subject to no claims having been made or reported. The Mediation Contract is the agreement between you and Carpol Insurance Consultants Ltd for the mediation services that we provide to you in respect of your insurance requirements. Once you have entered into the Mediation Contract with us, you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the Mediation Contract. The duration of this cancellation period is 14 days and commences from either: a) the date of conclusion of the Mediation Contract; or b) the day on which you receive the full terms of the Mediation Contract detailing the full contractual terms, conditions and information of the contract, whichever is the later. If the Mediation Contract has been sent to you by Carpol Insurance the 14 day cancellation period commences on the second calendar day after being posted from our offices. If you cancel this Mediation Contract within the cancellation period, you will be charged £25.00 for the work carried out by Carpol Insurance to effect the insurance contract. You will only be charged a pro-rata premium by the insurance company, for the time from policy commencement until the policy was cancelled. The Insurer concerned may also make an administration charge as set out in your policy book. This Mediation Contract can be cancelled at any time by either party in writing by giving 2 days notice. If you wish to give notice of cancellation, please write to us at our published office address. If we wish to cancel this Mediation Contract we will write to you at the last known address we have for you on our records. No refund of premium is given if a claim has been made or reported.

### **Cancellation Rights - 'Mid Policy Term'**

This section applies to all Commercial Customers from policy commencement and all Consumer Customers after the initial 14 day cancellation period has expired. Your Insurance Contract can be cancelled at any time by either party in writing by giving 7 days notice. If you wish to give notice of cancellation, you must first call our customer services department on 01276 581077 and then write to us at our published office address. We cannot cancel insurance policies on the clients request until Carpol Insurance receive the client's written cancellation instructions. If we wish to cancel your Insurance Contract we shall write to you at the last known address we have for you on our records.

All policyholder may cancel annual policies on return of the policy/and or current Certificate of Insurance or Lost Motor Insurance Certificate Declaration and written instructions and subject to no claims having occurred, return of premiums are given, less any outstanding balance of premium, and subject to any refund not exceeding the net amount credited by the insurer. No refunds are given under £25.00. The approximate amount of money we will refund to you (which reflects the

considerable costs your insurers bear when they set up your policy) is shown in this table. (excluding liability & travel insurance, and any contract of less than one month's duration, where no refund of premium is allowed). This table is only supplied as a guide.

Time on Cover	1 Month	2 Months	3 Months	4 Months	5 Months	6 Months	7 Months	8 Months
Refund	70%	60%	50%	45%	40%	25%	10%	0

Exact refunds allowed by Insurers can be found within your Insurers Policy Book. Refund of premiums will only be repaid to clients upon receipt by Carpol Insurance from Insurers. If you do cancel your insurance policy you will not be eligible for a refund of any fees charged a) in the handling of your insurance policy, b) commission paid to Carpol Insurance for the placing of clients insurance cover or c) any refunds from Legal Expenses policies affected. Carpol Insurance will always charge a minimum of £35.00 for any work undertaken to arrange any commercial insurance policy and £25.00 for any consumer policy.

If you do not pay in full for your time on cover, Carpol reserves the right to use a debt recovery agency to collect any money owing. Any costs we incur in recovering the outstanding debt will be added to your existing debt. On all return premiums received from your Insurers, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you. In addition to the recovery of the lost commission, a cancellation transaction charge will also apply to all cancelled policies as detailed in the transaction charges section. In the case of a policy taken out for a period of 6 months or less, no cancellation refund is available to commercial customers and no refund is available to consumer customers after expiry of the 14 day 'Cooling off Period'. Certain minimum & deposit Liability Insurance policies may be cancelled but no refund of premium is allowable by the Insurers.

The Company reserves the right to withdraw and cancel insurances on behalf of clients who fail to pay premiums or instalments on demand from Insurers, Third Party Credit Providers e.g. Creation Finance or Close Brothers Premium Finance or Ourselves, or clients who fail within seven days of a written request by the Company, to provide any documentation or information required by the Company. As an alternative to cancellation of private car policies, on return of the Certificate of Insurance and written instructions and subject to no claims having been reported during the current period of insurance and the premium having been paid in full, cover can, in some cases be suspended and a credit calculated on a pro rata basis less a small deduction detailed in the policy, be held in favour of the insured for two years by the Insurer against future insurance with the company. All refunds are paid by cheque payment only, unless payment was made by debit/credit card, in which case the refund will be credited to the card account originally used.

#### **Cancellation Rights - 'At Renewal'**

If you decide you no longer want your policy after you have paid the renewal premium, we will refund any premium paid\* for the unexpired period of cover, provided that you notify us no later than 14 days after the renewal date or receipt of your renewal instructions, whichever is the earlier. \*A £25.00 charge will be made by Carpol Insurance for the processing of the policy cancellation under this renewal cancellation right. All refunds are paid by cheque payment only, unless paid by payment card whereby the payment card will be refunded.

#### **Commission and Brokerage**

The Company receives, in most cases, a commission from insurers. This is normally a percentage of the premium. Commission rates are variable and do not, in many cases reflect the work carried out by the Company in arranging cover and policy servicing. In such cases the Company will add to the premium a brokerage fee or transaction charges. You will always be advised of any such charges before being liable to pay them. We shall only withdraw our commission after we have received the premium from you, and in accordance with FCA regulations and agreements that we hold with Insurers. On all return premiums received from Insurers, we repay commission on the amount to your Insurers and this will be deducted from the final amount due to you. Details of all commissions paid to Carpol Insurance by Insurers will be disclosed to customers upon request. We may earn a commission from other sources including Legal Expenses Claims Referrals and Claims Management Company Referrals.

#### **Claims and Incidents**

We have no authority to handle claims on behalf of insurers. Details of all claims procedures can be found in your Insurers policy book. If you cannot find this document please make contact with our office for claims procedure details. If you are involved in any incident that might give rise to a claim under your policy it is a policy condition that you report the claim directly to your Insurers via their telephone claims line or if a motor insurance claim to United Legal Assistance on 01704 337644, who handle all Carpol Insurance Motor Insurance Claims on our behalf. All incidents which could possibly give rise to a claim must be reported without delay, and in any event, within 5 working days to the Company or your Insurers and a claim/report form completed. All correspondence, claims, writs, summonses, etc, should be forwarded immediately, unanswered, either to the Company or the Insurer. You should not acknowledge any correspondence you receive from any third party or appoint your own legal adviser unless instructed to do so and agreed by your Insurers. We will notify you of any request for information we receive from your insurers. We will forward any payments received from insurers in respect of any claim, to you, without delay. Clients are reminded of the conditions included in the policy and the fact that non-compliance may invalidate cover. We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all elements of the claim with due care, skill and diligence. If there is any conflict of interest, we shall only handle a claim on your behalf after we have disclosed to you all the information you require, to enable you to decide whether you give your informed consent, and you have given that consent.

#### **Motor Legal Protection**

This additional cover is offered as an optional opt-in additional cover on some new business & renewals at a cost of £25.00 (comprising £4.00 Premium, £18.32 Broker fee & £2.68 insurance premium tax), which is non refundable. Our scheme is administered by United Legal Assistance and is underwritten by AMTrust Europe up until 01/12/24 and Allianz Insurance from 01/12/24. The Company does not offer any other stand alone legal protection policy. The only other legal protection the Company offers is with your insurer directly as a policy extension. The majority of Insurers do not offer Legal Protection Cover, the Insurers that do generally charge more than our Legal Protection Scheme. If your Insurers automatically include legal protection cover you will be advised when you take a policy or renew a policy.

#### **Home Legal Protection**

This additional cover is offered as an optional opt-in additional cover on some Home Insurance new business & renewals at a cost of £25.00 (comprising £6.50 Premium, £15.82 Broker fee and £2.68 tax), which is non refundable. Our scheme is administered by United Legal Assistance and is underwritten by AMTrust Europe. The Company does not offer any other stand alone home legal protection policy. The only other legal protection the Company offers is with your insurer directly as a policy extension. Not all Insurers offer Legal Protection Cover, the Insurers that do generally charge more than our Legal Protection Scheme. If your Insurers automatically include legal protection cover you will be advised when you take a policy or renew a policy.

#### **Commercial Legal Protection**

This additional cover is offered on some Commercial Insurance new business and renewals at a variable premium depending on individual circumstances and needs, the premium for which is non refundable. Our scheme is administered by ALPS Legal Expenses. The Company does not offer any other stand alone Commercial Legal protection policies. The only other legal protection the Company offers is with your insurer directly as a policy extension. Not all Insurers offer Legal Protection Cover, the Insurers that do generally charge more than our Legal Protection Scheme. If your Insurers automatically include legal protection cover you will be advised when you take a policy or renew a policy.

#### **Landlords Legal Protection**

This additional cover is offered on some Landlords Insurance new business and renewals at a variable premium depending on individual circumstances and needs, the premium for which is non refundable. Our scheme is administered by United Legal Assistance and is underwritten by AmTrust Europe. The company also has access to a Landlords Residential Legal Expenses policy with AMTrust Europe Ltd administered by Abacus. The Company does not offer any other stand alone Landlords Legal protection policies. The only other legal protection the Company offers is with your insurer directly as a policy extension. Not all Insurers offer Legal Protection Cover, the Insurers that do generally charge more than our Legal Protection Scheme. If your Insurers automatically include legal protection cover you will be advised when you take a policy or renew a policy.

#### **Responsibility for Cover**

Clients are reminded that it is their responsibility, under the Road Traffic Act, to ensure that before using or permitting the use of a vehicle on the public highway, they are in possession of a current valid cover note or Certificate of Insurance. Clients must immediately contact the Company if their cover note or Certificate of Insurance has expired, as no cover may exist unless and until written or documentary confirmation of cover has been received.

#### **Confidentiality**

The Company files are confidential. The Company reserves the right to refuse to discuss matters relating to clients insurances with any person other than the client. We will only use and disclose the information we have about private individuals in the normal course of arranging and administering their insurance. We may use information we hold about our customers to provide them with information about other products and services, which we feel may be appropriate to them. Under the Data Protection Act 1998, private customers have a right to see personal information about them that we hold in our records. If you wish to exercise this right, or have any other related queries, you should write to us at Carpol Insurance, 92 High Street, Frimley, Camberley, Surrey, GU16 7JE. In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

#### **Confidentiality/General Data Protection (GDPR)**

When you visit our website or contact us directly you will be expecting us to provide you with a quotation for an insurance product that you have selected. We do not require your consent in order to process the information you provide to obtain quotations on your behalf, as the processing of the information is necessary for the performance of the contract with you, or in your name to enable us to take steps to enter into a contract with you. Therefore, by completing our online forms or requesting a quotation over the telephone, we have a legal basis for processing your personal data to fulfil your needs. We collect, use and store your personal information in order to fulfil requests for quotes, products and services as part of our insurance broking, claims handling and risk management business. It may also be used to verify your identity and to enable us to carry out anti-money laundering and other financial crime checks and sanctions searches where required. If you pay by instalments your information may also be used to arrange credit including affordability assessments by third parties. With your consent, your data may also be used to help us assess your ongoing needs, to inform you about products and services that meet those needs, to communicate with you, to administer your account with us and to carry out internal data analysis. We may monitor calls, emails, text messages and other communications with you. For a full copy of our Privacy Notice please visit our website or ask a member of our staff for a copy.

#### **Transaction Charges**

The following maximum administration fees will apply at the Company's discretion:  
Consumer Customers: New Business and Renewals - Motor £30.00, Home £35.00, Small Craft £35.00

Mid Term Adjustments £20.00, Cancellations £25.00, unless otherwise advised at the time of arranging.  
Commercial Customers: New Business & Renewals - Motor £25.00, Motor Fleet £100.00, Liability (per capita) and SME Policies £50.00, Liability (Wages and Turnover Policies) £100, Property Owners £35.00, Property Portfolios £100, Commercial Combined £100, Marine Combined £100, Motor Fleet £100.  
Mid Term Adjustments £20.00, Cancellations £75.00  
Carpol Insurance reserve the right to amend Transaction Charges on a case by case basis to reflect the work carried out for a customer on their policy or to reflect any reduction in commission earned on a policy. We will always make customers aware of any charge prior to clients committing to proceed with any cover arranged or policy amended. Due to the costs of administration, refunds of premiums under £25.00 will not be returned to clients.  
All fees charged are non refundable and customers will be advised of any fees applying before becoming liable them.

#### **Complaints Procedure**

Our aim is to provide all of our clients with an excellent level of service. However we recognise that there may be an occasion, when you do not feel satisfied with the service you have received from us. We take complaints very seriously and with this in mind we have developed a Customer Complaints Procedure which lets you know how you can get in touch with us and how we will deal with your complaint or issue. Should you need to make a complaint, please contact our Complaints Managers Neil Coster using any of the following methods: In person, In writing - Carpol Insurance Consultants Ltd, 92 High Street, Frimley, Camberley, Surrey, GU16 7JE or By telephone - 01276 581077 or By email - [complaints@carpolinsurance.co.uk](mailto:complaints@carpolinsurance.co.uk). We will endeavour to resolve your complaint by the close of business of the next working day. However if this is not achievable, we will respond to complaints within 5 working days and we aim to settle complaints within 8 weeks. You can be assured that we will deal with your complaint promptly and fairly, in line with our formal complaint handling procedures, a copy of which is available upon request.

You have the right to refer your complaint to the Financial Ombudsman Service (FOS) free of charge if you are:

- an individual consumer; a person acting for purposes which are outside your trade, business, craft or profession or
- a micro enterprise or small business (that employs fewer than fifty (50) people and whose annual turnover is less than £6.5 million and annual balance sheet total does not exceed £5 million) at the time the complainant refers the complaint; or
- a charity which has an annual income of less than £6.5 million at the time the complainant refers the complaint; or
- a trustee of a trust which has a net asset value of less than £5 million at the time the complainant refers the complaint.
- a consumer who is a member of any business, charity or trust who is complaining as a beneficiary of a group policy
- A guarantor in respect of an obligation or liability of a person which was a micro-enterprise or small business as at the date that the guarantee or security was given.

The Ombudsman might not be able to consider your complaint if: what you're complaining about happened more than six years ago, and you're complaining more than three years after you realised (or should have realised) that there was a problem. If we think that your complaint was made outside of these time limits we will leave this matter for the Ombudsman to decide. If the Ombudsman agrees with us, they will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. If you do decide to refer your complaint to the Ombudsman you must do so within six months of the date of our final response letter. If you do not refer your complaint to the Ombudsman within six months of the date of our letter, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. Very limited circumstances include where the Ombudsman believes that the delay was as a result of exceptional circumstances. The FOS offer an independent service for resolving disputes and you may contact the FOS by calling their consumer helpline on 0800 0 234 567 (free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02) or by Writing to them at Exchange Tower, London E14 9SR or by Emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or contacting them via the FOS website: <http://www.fos.org.uk>. We will include a copy of the Financial Ombudsman Service's leaflet 'Your Complaint and the Ombudsman' in all resolution and 8 week response letters.

#### **Solvency and Compensation**

As insurance intermediaries, we review and assess the financial status of the insurers with whom we place business. We do not, in any circumstances guarantee or warrant the solvency of any insurers. The decision as to the suitability of particular insurers rests with the client. If you have any concerns about the insurers please let us know as soon as possible. In the event of insurers insolvency, policyholders may still have liability to pay the premium, whether in full or pro rata. We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending i.e. credit broking/lending/debt administration. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further information about compensation scheme arrangements is available from the FSCS website, [fscs.org.uk](http://fscs.org.uk).

#### **Conflicts of Interest**

Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests or our duty to another party prevents us from discharging our duty to you. Where we become aware of any actual or potential conflict of interest we will inform you of the situation, the options available to you and we will ask you for your consent to proceed.

#### **Bribery & Corruption**

Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.

#### **Choosing to Receive Limited Information**

If you wish to buy your insurance without receiving all the information about the products and services that the Financial Conduct Authority requires us to supply you at certain stages of the sales process, we will keep a record of your agreement to this. The required information will still be supplied to you in a 'durable medium' as quickly as possible and no later than after the conclusion of the contract.

#### **Headings & Invalidity & Variations**

The headings in these Terms & Conditions are for convenience only and shall not affect their interpretation. If any provision of these Terms & Conditions is held to be invalid or unenforceable in the whole or in part the validity of the other provisions of these Terms & Conditions and the remainder of the provisions in question shall not be affected thereby. No variations to these Terms & Conditions shall be valid unless it is in writing and signed by an authorised officer of the Company. The Company's staff are not authorised to agree to any variation to these Terms and Conditions but they may be varied by the Company from time to time.

#### **Documentation**

In the interests of economy or where required by the client to do so, the Company will retain, on behalf of clients certain non-essential documentation. Unless otherwise agreed in writing this may be destroyed by the Company on lapsing or termination of cover. Clients are reminded to keep Certificates of Insurance in a safe place. A charge of £15 plus insurance premium tax will be made by the Company or Insurer for duplicate documents that are requested by the client. Clients records will be destroyed three years after the termination of the policy. The full policy wording is available upon request.

#### **Law Applicable to the Contract**

This agreement will be governed by the laws of England & Wales. The parties agree herewith that any dispute arising out of it shall be subject to the jurisdiction of the English Courts.

#### **HM Government Sanctions Checks & Credit Checks**

As required by HM Government all clients will be checked at the start of a policy and during the life of a policy against the HM Government Sanctions List (further details available upon request). To make sure all clients get the best offer from Insurers, at the start of a policy or at any renewal or at any time and to protect customers from fraud and to verify clients identity, Insurers may use publicly available data which they obtain from a variety of sources, including a credit agency and other external organisations. Their search will appear on your credit report whether or not your applications proceed. As well as these searches Insurance Companies may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your applications proceed. You may ask us at any time for further information and you may opt-out of a credit check upon verbal request to our staff. Please be aware that we cannot provide insurance in circumstances where to do so would be in breach of any financial or trade sanction imposed by the United Nations or any Government, Government or Judicial Body or Regulatory Agency.

#### **Force Majeure**

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our control. In the event of any such occurrence affecting us we shall notify you as soon as reasonable practicable.

#### **Limit of Liability**

We will exercise reasonable skill and care in the performance of all our services for you, however we cannot be held responsible for advice, recommendations or actions that are based upon incorrect or inadequate disclosure of material information by our clients or their agents. The liability of Innovation under these terms of engagement, howsoever arising, shall not exceed in the aggregate the sum of GBP 2,000,000. This limitation of liability shall not apply to liability for personal injury or death arising from our negligence.

#### **DECLARATION**

I confirm having received and read this 'Status and Terms & Conditions'.

I have received a copy, and I will as requested retain my copy for future reference if required and sign my acceptance herewith.

SIGNED BY CLIENT:

DATE:

Terms of Business Version 17.6 Issued: 10/11/2025

NOTE: Your acceptance of these Terms of Business does not affect your normal legal rights.