

TERMS OF BUSINESS AGREEMENT - COMMERCIAL LINES MOTOR

this document

This contract is between Ramasis Limited and you, our customer.

who we are

Safely Insured is a trading name of Ramasis Ltd. We are an independent intermediary; we give advice on, sell and administer general insurance policies. We're also allowed to help arrange credit facilities to help pay for insurance.

ownership

Ramasis Limited is part of Daly Holdings Group Limited. The Directors of Daly Holdings Group Limited, have more than 10% voting rights in Universal Insurance Company (Guernsey) Limited.

what we do

We work closely with several leading insurers to provide specialist policies for our customers. We'll give you a fair analysis of the market, based only on our panel. If you'd like to know who is on our panel, just ask. Sometimes we use other intermediaries to help us find the best cover for you, if we do we'll let you know.

We act on your behalf when we are arranging and servicing your insurance policy, however when collecting and refunding premiums, we do so on behalf of your insurer.

your insurance

We use information you've given us to find the right cover for you. We ask questions to make sure we have the right information. We give the answers you've provided to insurers, they use this information to help them decide what cover to offer and how much to charge.

If you want to find out more about Safely Insured, you can call or go to our website at www.safelyinsured.co.uk.

We're authorised and regulated by the Financial Conduct Authority, and you can search for us on the financial services register. Our firm number is 306294. You can find out more by going to www.fca.org.uk or calling 0800 111 6768.

Our promise to you is that you'll always get our best policy, best price, best service.

Our address is 28 Station Close, Potters Bar, Herts, EN6 1TL. You can call us on **03303 331 258** or email at fleet@safelyinsured.co.uk.

what you need to do

We will ask you questions that are important to insurers when offering to cover you. You must take reasonable care to ensure your answers are correct.

If the answers you give aren't correct the insurer could;

- Cancel the policy and treat it as if it never existed
- Refuse to pay any claim
- Refuse to pay a claim in full
- Revise the premium and/or charge the compulsory excess, or the extent of the cover may be affected.

It is also a criminal offence to give incorrect information to get a certificate of motor insurance.

You must check your policy documents to make sure that the information in them is correct. We recommend that you keep copies for your records. If you'd like a copy of your application, within the first three months of your policy, we'll provide this free of charge.

If anything mentioned in your policy documents changes let us know immediately.

We will also provide you with a list of documents, which you will need to send to us. If you don't provide the documents your policy may be cancelled.

[your information](#)

Your information will be kept private and confidential. There are certain times when we need to share your information with business partners, insurers, credit providers and other third parties. We do this when they are directly involved in administering your insurance.

We also use your information to keep you up to date with developments at Safely Insured and our other companies. We might need to do this for legal reasons, to help you find your insurance policy or collect payment. We record all calls.

We hold data in line with the Data Protection Legislation. This means you have the right to see the personal information we hold about you. If you want to know what information we hold about you, please let us know. There is no charge for this information. There may be a charge if the request is onerous, but this will only cover the cost to us.

We also use information that is publicly available to help check who you are and protect against fraud. This includes things like credit referencing and checking the financial sanctions lists. Credit checks may appear on your credit report, even if you don't take the policy out. If you have any queries don't hesitate to call or write to us.

[what you pay](#)

Our fees are:

[for setting up or renewing a policy](#)

A maximum of 25% of your insurance premium, subject to a minimum of £25.00

[for cancelling a policy](#)

A maximum of 25% of your insurance premium, subject to a minimum of £25.00

[making changes to the policy](#)

A maximum of £50.00 per adjustment.

[arrears payments](#)

£25.00 for collecting arrears payments.

[duplicate documents](#)

£10.00 for issuing duplicate documents by post.

We don't charge for giving advice or searching the market. Once we've found the right policy for you, we'll give you a breakdown of the price, including fees and insurance premium tax.

If we change our charges, we'll let you know by providing an up to date copy of this agreement. These charges are in addition to any charges made by the insurer and any commission they pay us. If you want to discuss our earnings, please don't hesitate to ask.

Should your policy be cancelled, outside of any cooling off period, our commission and fees are not refundable. We will refund any remaining premiums, unless there is an outstanding amount on a finance agreement. In that case, your finance provider will reclaim the outstanding amount before any money is returned to you.

All the above charges are non-refundable.

[paying instalments](#)

Some insurers will allow you to split the premium over several payments. We will let you know if that is an option when we arrange your policy for you. If your insurer does not offer an instalment plan, we may be able to arrange a credit agreement to pay for your insurance premium.

We use Close Brothers Premium Finance Limited. Close Brothers charges interest on the value of the loan, we receive commission on loans that we arrange. We also use Universal Personal Finance Limited. Universal charges interest on the value of the loan. Universal Personal Finance Limited has close links with Safely Insured.

We will let you know when you need to pay your finance agreement. If you don't pay in time, your policy won't be valid. If you pay monthly, and don't make a payment, your policy will be cancelled in line with your credit agreement.

claims

If you need to make a claim, you can call us for information about who to contact about your claim. The insurer's claim number will be in your policy documents.

If anyone else involved in the claim contacts you, you should get in touch with us or your insurer without making any comment.

next year's policy

Before your policy ends, we'll be in touch to discuss your next year's cover. We'll get your renewal quote based on the information you gave us when you took out your current year's insurance. You need to let us know about any changes, as this may affect the price and cover you are offered.

We'll put your quote in writing for you. In some cases, we might get in touch with other

companies to help find you cover. If we do, we'll let you know who they are. If we do this, we'll give you advice about the cover we think meets your needs. If we renew your policy with your old insurer, we won't be giving you advice.

changes to your policy

Your circumstances might change during the year. This may mean a change to your policy. If your insurer will still offer cover, based on the changes, we'll let you know the additional cost if there is one.

cancelling your policy

As you have purchased a commercial policy, insurers aren't required to provide a 'cooling off' period. Your insurer's policy documents will outline the rules about cancellation. It is important to note that many commercial insurance policies are subject to no refund. If you pay by instalments cancelling your direct debit will not immediately cancel your policy. If you cancel your policy, you may still be liable to pay the full cost.

We do not refund any commission or charges we've received for setting up or administering your policy. We also charge a cancellation fee, which is outlined above.

how we pay refunds

Any refund payment that we make will be paid to the account you paid for your insurance. We cannot make payments to different accounts. This is for your protection and to prevent money laundering.

Refunds will be paid once we have received your money back from the insurance company and this can take up to 30 days. We will not pay a refund of less than £10.

how we are paid

when you take out a policy with us, we will charge you a fee as detailed above. In addition, we also receive a commission from the insurer which is a percentage of the total annual premium. Some insurers on our panel also pay us an additional bonus if the type of policy we sell reaches specific profit targets, if you would like to know whether your insurer pays us this type of bonus please contact us and we will let you know.

If you are unhappy

Our aim is to provide all our clients with an excellent level of service. However, we recognise that there could be an occasion when you are unhappy. We take complaints seriously and have procedures for making sure they're dealt with.

We arrange insurance for our customer with insurance companies and through Lloyd's of London.

If you want to make a complaint, please contact us:

At our offices – 28 Station Close, Potters Bar, Herts. EN6 1TL, Monday - Friday between 9am-5pm

By Telephone – **0330 333 1258**

By Email – fleet@safelyinsured.co.uk

If you are a Lloyd's customer, you can also complain to Lloyd's:

- In Writing – Complaints Department, Lloyds, One Lime Street, London, EC3M 7HA.
- By Telephone – 020 7327 5693
- By Email – complaints@lloyds.com

If you aren't happy with what we, or Lloyd's, do to resolve your complaint, you may be able to complain for free to the Financial Ombudsman Service on:

- 0800 023 4567 (free for people phoning from a "fixed line"), or

- 0300 123 9123 (free for mobile users who pay a monthly charge for calls to numbers starting 01 or 02)
- By post The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- By email complaint.info@financial-ombudsman.org.uk

To see if you can complain to the Ombudsman, you can call them or go to their website. Information can be found in their leaflet, 'Your Complaint and the Ombudsman'. The Ombudsman's website is: www.financial-ombudsman.org.uk.

If you do wish to complain to the ombudsman, we would want to consider your complaint first. We have eight weeks to respond to your complaint. Once we respond, you then have a further six months to bring a complaint. If you complain outside of the six months, we will not consent to the ombudsman considering your complaint. Once we have received your complaint, we will acknowledge it and tell you who is going to investigate it.

[conflicts of interest](#)

We will make you aware of any conflicts of interest that could affect you. We will discuss this with you before we do anything that will affect your cover.

We have systems in place to manage conflicts of interest and make sure you aren't affected.

[protecting your money](#)

We hold your premium (payment or refund) in a trust account as agents of the insurers until it is passed to the insurers or refunded to you. While it is in the account, your money cannot be used for any other purpose other than paying the insurer or any brokers through whom we may have arranged your insurance. We will retain any interest earned on the account.

As a broker, we cannot and do not guarantee an insurers' solvency or continued ability to trade throughout the duration of your insurance policy, it is for you to decide on the suitability of an insurer and whether you wish to proceed.

We're covered by the Financial Services Compensations Scheme (FSCS). The FSCS steps in when financial services firms go into default. In the unlikely event that happened to Safely Insured, you may be able to claim. Insurance advising is covered for 100% of the first £2,000 of any losses and up to 90% of any additional amounts claimed, with no upper limit. Compulsory insurance is protected in full. You can find out more at www.fscs.org.uk. Credit broking is not covered by the FSCS.

[the law](#)

The contract is governed by the laws of England and Wales. Any disputes will be dealt with by English courts or using dispute resolutions services where appropriate