

Terms and Conditions

www.instantdriveaway.co.uk

Terms and Conditions

About us

Instant Driveway is a trading name of Lloyd Latchford Group Limited, Cornwall House, Station Approach, Princes Risborough, HP27 0AX (Telephone (01844) 275555) which is authorised and regulated by the Financial Conduct Authority (FCA). Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. We are also permitted to act as a Credit Broker in respect of premium finance arrangement. You can check these details on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk> or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is 496330.

Basis of advice

Unless otherwise advised, we will assess your insurance and finance needs before providing advice or a recommendation to you. We act on your behalf in selecting an appropriate policy and finance to meet your needs and in assisting you with claims matters. We act as an intermediary in arranging your insurance and premium finance with providers. Unless otherwise advised we will provide a recommendation based on a fair and personal analysis of the market. For Travel Insurance we offer products from a limited number of insurers, please ask us for a list of insurers that we deal with. For Uninsured Loss Recovery Insurance, Private Medical Insurance, Excess Waiver Insurance and Claims Protect Insurance we place all covers with a single insurer as advised to you at the time of quotation or renewal. We do not guarantee the solvency of any insurer with whom we place business. When arranging premium finance, we will offer credit facilities from your insurer or a specialist provider as advised to you.

Providing information to your insurers

Your insurance is based upon the information provided to the insurance company. Unless otherwise indicated by the specific insurer underwriting your particular policy, the following circumstances apply. For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid. All other customers must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before arranging or renewing your insurance policy, and throughout the policy period, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it. In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers (anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role). You must also consult with anyone who has particular knowledge about the risk to be insured. Failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid or an additional premium may be incurred. By asking us to proceed with this policy you are taking responsibility for the information provided to us and confirming that the information about you, and, one the case of motor insurance, any other drivers on your motor policy, is correct. You are also giving us consent to check the Claims Underwriting Exchange, also known as CUE, and the DVLA, to verify claims and conviction history for you and any drivers on your policy. If the information given by you does not match that held on these databases an additional premium may be payable. If an additional premium is not paid and you choose to cancel instead, a minimum time on risk charge of £65.00 will be charged to cover policy set up administration costs. This charge will apply even if the policy has not yet commenced. yet commenced.

How to cancel

You may have a statutory right to cancel your policy within a short period. Please refer to your policy summary, policy document or renewal notice for further details. Please note the information above, regarding the consequences of providing inaccurate information.

Cancellation in other circumstances will be subject to the terms and conditions of your policy document,

Fees and charges

We are remunerated through commission payments (a percentage of your premium or finance charge) from insurers and premium finance providers. All other fees and charges are payable by you. We charge £50 for any mid term changes or cancellations to cover our administration costs. On return premiums, we will deduct our commission from the return premium. On cancellations we will deduct 15% of the annual premium from the return premium. Any fees or charges at inception or renewal, will be confirmed to you before you are obliged to pay them. You may ask us to explain our earnings on any transaction completed for you.

Complaints

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact the Managing Director at the above address. If we are unable to resolve your complaint satisfactorily, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further information is available by calling the FOS on 0800 023 4567 or at <http://www.financial-ombudsman.org.uk>

How to claim

Please call us on 01844 275555 and select our claims option if you need to make a claim, and we will advise you of the appropriate course of action.

Protecting your Personal Data (data)

We are the Data Controller for the data you provide to us. We need to use your data in order to arrange your insurance and associated products and for marketing purposes (please let us know if you would prefer not to receive marketing information from us). You are obliged to provide information without which we will be unable to provide a service to you. We may pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators. We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we have handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113

Fraud and other checks

Both we, and Insurers, may complete fraud and other checks on publicly available databases. We will take your reading of these Terms of Business and your instructions to arrange cover to indicate that you understand and have given your consent for us to operate in this way.

Credit references

In providing a quotation or cover for you, a credit check may be completed on you. The fact that such a credit check has been completed will appear on your credit report whether or not your application proceeds.

Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your insurance is treated as being paid for), or we hold it in a client bank account on trust for you. We operate a 'Non Statutory' Trust Account for client money. This means that we may use funds held for you to pay premiums on behalf of customers who have not yet paid us or to provide returns of premium to customers when we have not received the return premium from the insurer. We may need to transfer your money to another intermediary in some cases in order to complete the arrangement of cover for you. However, your money will be protected at all times because of our requirements under the FCA rules. We also reserve the right to retain interest earned on this account. We will take your reading of these Terms of Business and your instructions to arrange cover to indicate that you understand and have given your consent for us to operate in this way.

Premium payment

We will agree the method of payment with you before we arrange cover. Please note that, should you choose to pay using a third party premium finance provider, any default on your part may incur additional charges. Should the finance provider cancel the arrangement, following default, they may then invoice us for the outstanding premium. In these circumstances, we may cancel your policy, retain the return premium from the insurer and pursue you directly for any outstanding balance.

Compensation arrangements

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. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or at <http://www.fscs.org.uk/>

Governing Law and Jurisdiction

The laws of the United Kingdom will apply to this contract. If there is any disagreement about which law applies, English law will apply.