

Terms of Business – Motor Trade Direct

Motor Trade Direct Terms of Business 20181016 IDD v1.1

Motor Trade Direct is a trading name of Fresh Insurance Services Group LTD (Fresh). These Terms of Business are to be read in conjunction with our [Privacy Policy](#), your insurer's Policy Wording, Insurance Product Information Document (IPID)/Policy Summary, Schedule and Statement of Fact.

Regulation

- I. **Who authorises and regulates us?**
Fresh Insurance Services Group Ltd of Ladybird Suite, Burnt Meadow Road, North Moons Moat, Redditch, Worcestershire. B98 9PA is authorised and regulated by the Financial Conduct Authority. Our registration number is 306202. This may be verified on Financial Services Register by visiting the FCA's website, [here \(https://register.fca.org.uk\)](https://register.fca.org.uk) or by contacting the FCA on 0800 111 6768.
- II. **Which services will we provide you with?**
We are an insurance intermediary, otherwise known as an insurance broker. We offer our personal advice and personal recommendations offering products from a panel of insurers for motor trade insurance policies that we feel most suits your needs.
- III. **Whose products do we offer?**
We offer products from a panel of insurers for motor trade insurance products from the following providers. Ageas Insurance Ltd, Allianz Insurance plc, Aviva Insurance Ltd, AXA Insurance UK plc, certain syndicates at Lloyd's (Beazley & Faraday), Covea Insurance plc, Gefion Insurance A/S, Markerstudy Insurance Company Limited/Zenith Insurance plc, R&Q Insurance (Malta) Limited and Tradewise Insurance Company Ltd, Tradex Insurance Company Limited and UK Insurance Ltd trading as NIG.

In addition, we offer optional additional policies from single insurers. These include: Platinum Legal Cover from Financial and Legal Insurance Company Limited and Excess Protection from Inter Partner Assistance SA. If you do not opt to take our Platinum Legal Cover, our Bronze Accident Management Service is provided free of charge as standard with all motor vehicle policies and is provided by Winn Solicitors Ltd - this product is not regulated by the FCA, or covered under the FOS or the FSCS
- IV. **Who do we act for?**
We act as your agent for advising on, sourcing and placing insurance business and in the event of you notifying a claim to us. We will act as the insurer's agent for the purposes of cancelling the policy, collecting or refunding premiums or as otherwise informed.
- V. **What to do if you have a complaint?**
We aim to provide excellent service to all our customers, but occasionally things can go wrong. If this happens please let us know so we can do everything we can to put it right. If you wish to make a complaint, please contact us via email: cs@motortradedirect.com or by telephone on 01527 593833. Alternatively you can write to: Complaints Department, Motor Trade Direct, Ladybird Suite, Burnt Meadow Road, Redditch, B98 9PA. If you cannot resolve your complaint with us, you may be entitled to refer it, free of charge, to the Financial Ombudsman Service (www.Financial-ombudsman.org.uk). Full details of our complaint handling procedures are available upon request.
- VI. **Are we covered by the Financial Services Compensation Scheme (FSCS)?**
We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about the compensation scheme is available from the Financial Services Compensation Scheme.

Fees & Charges

Our professional charges are as follows – all of these are separate and in addition to any additional insurance premium, insurer charges or interest charges:

Arranging a new policy or a renewal	£150 Road risks and internal risk (liability) policies £250 Combined risks policies
Mid-Term Alteration to your policy (includes change of address, change of cover etc.)	£85 See also "Instalment Payments" below.
Duplicate hard copy documents	£30 to cover administrative costs, printing and postage.
Cancellation charge	£85 We will also retain commission at a rate of 15% of any returned (refunded) premium, as the insurer will reclaim this from us. For example if the returned premium is £500 we will retain an additional £75.
Dishonoured payment administration charge	£12.50 (charged if we handle a payment to Premium Credit Ltd or we issue a second payment reminder letter.)
Debt collection admin fee	£45 (charged where we have to pass your account to a debt collection agency)
Failure to provide required documentation within 14 days of request	£25 to cover additional administration costs
Updates to the Motor Insurance Database (MID)	£10 per vehicle (if your insurer is Markerstudy/Zenith and you are in the first 30 days of your policy or your insurer is Ageas and you are in the first 90 days of your policy there is no charge for this service. If your insurer is Liverpool Victoria there will be no charge for this service at any time during your policy term.)

Cancellation of your Policy

Any right of cancellation will be detailed in your policy booklet. Where cancellation is permitted the fees and charges noted below will apply. To cancel your policy, please contact our Customer Services Department on 01527 593833. They will advise you of the process required for your insurer. Cancelling your instalment plan does NOT cancel your policy, and the payments made to date are unlikely to cover costs in the event of cancellation. Any remaining balance can be cleared in one payment or you must continue with the instalments until it is cleared. We will withhold proof of any No Claims Bonus until the balance is paid. The fees and costs noted below apply whether the policy is cancelled by you or us, regardless of reason. If there has been ANY claim or potential loss, the full premium will be payable with no refund due – please refer to your policy booklet. Refunds of less than £10 will be retained by us due to the administrative cost of returning these. Optional add-ons are also cancelled if the main motor trade policy is cancelled. All optional add-on products are non-refundable once the policy starts.

Young and inexperienced drivers

If you are aged under 25, or have held a full UK/EU Driving Licence for less than 12 months then additional excesses will apply. Please refer to your policy booklet for full details.

Documentation

You may be asked to provide documentation following the purchase of your policy. We may require - proof of no claims bonus, a copy of your or a named driver's driving licence, driving licence check codes for anyone named on the policy, proof of trading or any other applicable documentation. This may be requested at any time during your policy period. Failure to provide requested documentation could result in an additional premium being due, or cancellation of your policy.

Instalment payments

It is possible for us to arrange finance as a method of paying for your premium. In these circumstances we act as a credit broker in arranging this finance. In the event of a claim, instalments MUST continue to be paid until the FULL premium and charges have been settled. Credit is provided by Premium Credit Ltd who we deal with exclusively and is provided subject to status. A credit search will be made as part of your application. If your application for credit is declined the premium will become payable in full. Once credit has been provided, if you do not keep up with your repayments you may incur further charges and the credit agreement and insurance policy may be cancelled, this may be recorded on your credit file and could affect future applications for finance. You may contact us to cancel your credit agreement without penalty within the first 14 days, but the insurance premium will become immediately payable in full. We will receive a commission from Premium Credit for referring you to them – details are available upon request. If possible, we will add any additional costs or charges incurred throughout the policy to your monthly instalments, however, if we cannot do so for whatever reason, these must be paid at the time of the change.

How we are paid

When you take out a policy with us or make a change to an existing policy, we charge you a fee for the services we provide as detailed above. In addition, the insurer pays us commission which is a percentage of the annual premium after the policy starts. Details on this commission are available upon request. Add-on products are purchased from the provider at a wholesale rate and resold on to our clients at a market rate.

Referrals from other brokers

We may make a payment to any referring broker if you take a policy out with us, this will not affect your premium. Details are available upon request.

Protecting your money

We hold your premium (payment or refund) in a trust account as agents of the insurer. It is considered as being held by the insurer whilst in this account – this is known as 'risk transfer'. Whilst it is in the account, your money cannot be used for any purpose other than paying the insurers or any brokers through whom we may have arranged your insurance, or in the case of premium refunds, returning the money to you. Any interest earned on the account is retained by us.

Your Duty of Fair Presentation

You are required to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This may require you to obtain information from senior staff within your organisation, other parties to whom the insurance relates or who undertake any outsourced functions for your business (e.g. solicitors, accountants etc.) You must disclose every material circumstance which you know or ought to know may affect the insurance cover. Failing this you must disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that information provided is correct to the best of your knowledge and representations must be made in good faith. If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied or a claim may be refused or reduced. In some cases this could result in your policy being declared void by an insurer and if there has been a deliberate or reckless breach there will be no refund of premium. Please ask if you require clarification.

Continuing payments

By accepting these terms and conditions you (or the cardholder if this is not you) also agree that we may retain the card details and use these to take any additional premiums, cost or charges relating to the policy, or automatic renewals if applicable, until you state otherwise. This will apply even if the card does not belong to you. You will always be informed before we try to take any funds from the card so you must make sure the cardholder is informed if they are a third party.

Renewal of your policy

We will notify you in writing in good time before the renewal date to provide you with a renewal quote. You will need to contact us before your renewal date to ensure continuity of cover. Your policy will not renew automatically.

Privacy Policy & Use of Driving Licence Data

Your details will be held on our system to assist with the administration of your policy and will also be passed to your insurers. We and they may share it with other insurers and fraud prevention agencies including the police and credit reference agencies. We and other organisations may also search these agencies and databases to help make decisions about the provision and administration of insurance, credit and related services for you and members of your household; trace debtors or beneficiaries; recover debt; prevent fraud; manage your accounts or insurance policies and check your identity in order to offer you the most competitive premium. If you and/or any named driver provide us with your Driving Licence Number(s) (DLN), you/they consent to us accessing information about the licence status, entitlements and restrictions and any endorsements/convictions from the DVLA both now and at renewal. This information will ONLY be used by us or passed to authorised third parties for the administration of your insurance policy. For information about driving licence data please visit www.gov.uk/view-driving-licence. Full details of what data we hold about you and how this is used can be found in our [Privacy Policy](#) which should be read in conjunction with this document. By accepting this Terms of Business you also accept our [Privacy Policy](#) which is available online at https://imglib.fresh.co.uk/docs/Customr_Privacy_Notice.pdf, by clicking the links noted previously or upon request.

Governing law

The laws of England and Wales govern this agreement and any dispute is subject to the jurisdiction of the English courts.