

Barry Grainger Ltd – Terms of Business

About us

Barry Grainger Limited, 20 Chapman Way, Tunbridge Wells Kent TN2 3EF are authorised and regulated by the Financial Services Authority (FSA). Our firm's Registration Number is 305659. We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies. You can check these details on the FSA's register by visiting the FSA's website. <http://www.fsa.gov.uk/register> or by contacting the FSA on 020 7066 1000.

Your duty of disclosure

Your insurance is based upon the information provided to the insurance company and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurer's decision to accept and pay a valid claim are disclosed. *Failure to disclose material information may invalidate your insurance and could mean that part, or all, of a claim may not be paid.*

Recorded telephone conversations

For security and training purposes your call may be recorded and may also be used as proof of the information you have provided in connection with your insurance.

Driving Licence

Please note that in the majority of cases your Motor Insurance is subject to you providing us with a copy of the Driving Licence for all drivers on this policy. Required is a copy of the Counterpart Driving Licence and the front and rear of your Driving Licence Photo Card. Failure to provide both parts of Driving Licence within the notified time limit will result in your policy being cancelled and cancellation charges incurred (see fees and charges tariff below). Driving Licences may be provided by fax to 0844 3722240, post (to the above address) or by email to admin@bginsurance.co.uk.

How to cancel

You may have a statutory right to cancel this insurance within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within 14 days you will receive a pro-rata refund of premium from the insurer (subject to no claim). Insurers are also entitled to make an administration charge and we may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance (see fees and charges).

If you wish to cancel outside this period you may not receive a pro rata refund of premium. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance subject to no claim (see fees & charges).

Please note that we reserve the right to deduct any monies owed to us due to non payment from any return premium or any claims cheque.

Fees and charges

Please refer to our tariff of administration charges for fees payable under these Terms of Insurance Business. Cancellation charges will apply if the policy is cancelled by either party. The fees and charges below will apply if you instruct us to carry out a mid-term adjustment, renewal, cancellation, etc. on your behalf.

Fees and charges tariff

* New business and renewal charges:

Premiums up to £500	up to	£75.00
Premiums over £500	up to	£100.00
* Mid-term adjustments	up to	£45.00

Cancellation fee up to £50.00 (plus loss of commission)

* Returned cheque **£25.00**

* Card handling fee **£5.00**

* Direct debit set up fee (non-refundable) **£18.00**

*Copies of Proof of No Claims Bonus (if already previously issued and lost or misplaced etc) **£25.00**

Instalment charges

* New Business or Renewals for 3 instalments **£15.00**

*If direct debit defaults and cannot be re-instated, you may pay off the balance over either 2 or 3 months for a fee of £20.00 per payment as follows:

*Outstanding amount spread over 2 equal monthly payments **£40.00**

*Outstanding amount spread over 3 equal monthly payments **£60.00**

Commercial Fees

*Up to and no more than 10% of the value of the policy

Commercial Motor Renewals

Please note that should you request proof of your no claims bonus and you were previously insured with Tradex that they charge for issuing the proof of no claims bonus. Please see below charges:

Within 30 days of lapsed/cancelled policy	£25.00	
Between 31-60 days of lapsed/cancelled policy		£50.00
Over 61 days of lapsed/cancelled policy	£100.00	

Finance and Direct Debit Arrangements

We operate various Third Party Funding arrangements and the individual agreements will show the applicable charges which will be in addition for our set up fee shown above. The Third Party Funding companies we use are listed below and their contact details may be obtained from their websites (also listed):

Premium Credit Limited:

<http://www.premium-credit.co.uk/contact.html>

Close Premium Finance Limited: <http://www.closebrothers.co.uk/insurancepremiumfinance.aspx>

To use this facility you must be over 18 years old and hold a bank or building society account which supports Direct Debit. If you choose to pay by instalments your personal information and the bank details you provide on the Direct Debit Instruction will be passed to one of our third party finance providers. They will send you a welcome pack detailing their full terms and conditions and commence collection of your instalments. A credit agreement will be included for you to sign and return. The third party finance provider may begin collecting your Direct Debits before you return your signed credit agreement to pay for any insurance you are receiving. If you have any questions about your instalments, contact the finance provider directly and their details can be obtained from the aforementioned web sites. On renewal of your insurance we will continue to pass your details to the third party finance provider unless you instruct us otherwise.

Motor Insurance Renewals

All motor insurance renewal premiums provided by us will be inclusive of both Legal Expenses and Misfuelling policies, a charge of up to £22 and £8 respectively will be incurred.

Key Return Service

Our BG KeyAssist key return service is automatically added to all motor and home policies. This service may incur a charge of £3.00 in some cases and will always be included in any premium quoted.

Credit Check

To make sure you get the best offer from insurers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your applications proceed.

Commercial Commission

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

Electronic Mail Communications

We will email documentation to you wherever possible. It is your responsibility to inform us if you have not received your documentation. You may opt-out of receiving documentation via email by giving us notice in writing, however this may mean you incur a small charge for sending out hard copies by post. We may also contact you by means of electronic mail to keep you informed of other products and services we offer, again you may opt-out by following the opt-out instructions on the communication or by giving us notice in writing.

How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact BG Accident Assistance immediately or you may contact the insurer directly as soon as possible using the contact details provided.

- **Motor claims number 0844 576 0670**
- **Commercial or property claims 0844 372 2239**

How we use your information

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent or is required by law or by our regulator the FSA. Your personal information will be used by us for the following purposes:

- to administer and maintain your insurances
- to assist you with claims and enquiries
- to maintain your insurance records
- to keep you informed of other products and services we offer
- to enable us to conduct research and statistical analysis,
- and to monitor our internal customer service
- to share with other carefully selected third parties for marketing purposes

Under the Data Protection Act 1998 you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries please write to David Harvey, the Managing Director, at the above address.

Block transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. *This Terms of Insurance Business document constitutes both your acceptance that we may do this and your prior request for us to do so.*

Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurer (in which case your insurance is treated as being paid for). We may extend credit to other customers from this account and we may need to transfer your money to another intermediary in some cases. However your money will be protected at all times because of the requirements of the FSA rules. We also reserve the right to retain interest earned on this account. *By accepting these Terms of Insurance Business you are giving your consent for us to operate in this way.*

Complaints

It is our intention to provide a high level of service at all times. However, if you have a reason to make a complaint about our service you should contact David Harvey, Managing Director, at the above address or by telephone on 0844 372 2239. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. Further information is available at <http://www.financial-ombudsman.org.uk/>. Your legal rights are not affected if the matter is referred to the Financial Ombudsman Service.

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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, 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 at <http://www.fscs.org.uk/>