

Ford and Company General Insurance Brokers Ltd Trading as Edison Ford,
Unit 1, Armstrong Way,
Great Western Business Park,
Yate, South Glos.
BS37 5NG
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TERMS OF BUSINESS

Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the section headed 'Use of personal data' and specifically the paragraph explaining how 'sensitive personal data' will be used.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

The Financial Conduct Authority

Edison Ford is a trading name of Ford & Company General Insurance Brokers Ltd which is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Registered number is 309014.

Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts and Credit Broking. You may check this on the FCA's register by visiting the FCA website, www.fca.gov.uk/register/ or by contacting the FCA on 0300 500 8082.

Our Service

Edison Ford is an independent insurance broker and as such acts on your behalf in arranging insurance. Our role is to advise you and, after we have assessed your needs, to make a suitable recommendation. We also offer a service to assist you with any claim you need to make.

In providing our service, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised. We will not in any circumstances guarantee the solvency of an insurer.

Personal Insurances	: We select motor and household products from a range of insurers
Travel Insurances	: We offer travel products from a limited range of insurers. You may ask us for a list of the insurers we deal with for these products.
Commercial Insurances	: We select commercial insurance products from a range of insurers but, for certain products, we may only deal with a single insurer or select from a limited number of insurers. You may ask us for a list of the insurers we deal with for these products.
Credit Broking	: We select from a limited number of providers.

Payment for our Service

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.

We accept payment by cash, cheque, MasterCard, Bank Transfer, Visa or debit cards or in some situations by monthly direct debit instalment facilities. With the latter, these include payment plans offered by insurers or more flexible facilities via a third party premium finance company. We will assess your requirements regarding payment options with you when we arrange your insurance and will provide a recommendation accordingly. We will advise you of the relevant charges. All offers of instalment facilities are at our own discretion.

We normally receive commission from the insurers or product providers and make charges for handling your insurances as follows:

New Business	£30.00
Mid-term adjustments	£25.00
Renewal	£20.00
Change of Insurer at renewal	£30.00
Cancellation (at your request)	£30.00 or 15% of the initial premium (whichever is the greater)
Cancellation due to non payment of policy	£50.00
Duplicate certificates/cover notes	£25.00
Admin fee for sending a reminder of overdue payment in connection with a third party finance provider	£10.00

Where we arrange cover which is subject to no commission or a low commission payment from insurers, we will charge an arrangement fee which may be greater than the charges detailed above. We will always advise you of the actual charge made when we are providing you with a new or renewal quotation.

In good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of commission which we receive from underwriters. 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. We occasionally receive additional remuneration from insurers, finance providers and other associated business partners for business we place with them. Please feel free to ask us for any further information.

You will receive a quotation which will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium, before your insurance arrangements are completed.

Clients who have previously defaulted on instalments may not be offered this facility again. Insurers and Finance Companies apply their own charges for payment defaults and these will be advised to you when the agreement is set up. Please note that cover will cease if you fail to keep up payments under a credit agreement.

If we are asked to cancel the policy by a third party premium finance provider, we will undertake this action however we will be acting as your agent in the process.

We may keep certain documents such as your insurance certificate while we are awaiting the full payment of premium (or evidence of no claim discount unless the gross premium is paid).

We also draw your attention to the sections headed 'Cancellation rights' and 'Ending your relationship with us'.

Handling Money

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust account set up in accordance with FCA rules. Interest earned on monies held in such a Statutory Trust account will be retained by us. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

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.

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.

Cancellation rights

Your policy document will provide you with specific information on your full rights to cancel your insurance.

A personal policy which lasts for more than one calendar month offers you the facility to cancel the cover (providing there have been no claims) within 14 days from the policy start date or the date when you receive the full policy documentation from us or your insurers, whichever occurs later. You will be entitled to a refund of premium less our administration charge and a charge by your insurer for the time your insurance cover was in place.

Where you cancel your personal insurance outside of the 14 day cancellation period or where you cancel your commercial policy at any time, we reserve the right to charge for our time in providing you with advice and for the administration costs involved. This results in us retaining our original commission and fees.

For some insurance contracts, insurers will not provide refunds for mid term cancellation of cover. We'll advise you of this if it affects you.

Taking in to account the administration costs when amending your policy, we do not provide refund payments of less than £20.00.

Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

Commercial clients' duty of disclosure

Your attention is drawn to the accompanying Insurance Act 2015 document which sets out a number of your obligations. In addition, this Terms Of Business sets out further obligations which apply to all services that we provide to you when arranging your insurance cover.

You shall provide us with all relevant information in relation to your business to enable us to provide our services. Such information must be provided in a format which allows us to provide a clear presentation to insurers. We can rely on any information provided to us by you.

Consumers Information we need to know

You must take reasonable care to provide complete, accurate and honest answers to the questions we ask when you take out, make changes to, and renew your policy.

Please also tell us if there are any changes to the information set out in the Statement of Fact, certificate of insurance (if applicable) or on your schedule.

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

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.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

NOTE: Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Limited and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims. In the event of a claim or accident the Database may be used by Insurers Bureau to identify relevant policy information.

Complaints and compensation

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 the complaint or issue.

Should you need to make a complaint, please contact our **Complaints Manager Steve Keepin** using any of the following methods:

- 1) In person
 - 2) In writing - Edison Ford, Unit 1, Armstrong Way, Great Western Business Park, Yate, Bristol BS37 5NG
 - 3) By telephone - 01454 322266
 - 4) By email - enquiries@edisonfordinsure.co.uk
- We aim to resolve complaints within 3 business days following receipt of your complaint, however if we can't we will deal with the complaint promptly and fairly.
 - We will write to you within 5 business days to acknowledge your complaint and provide you with details of who is handling your complaint.
 - We will keep you informed of the progress of your complaint as our investigations proceed.
 - We aim to provide a final response to your complaint within 8 weeks from receipt of your complaint.
 - If we cannot provide you with a response within 8 weeks from the date of receipt of your complaint, we will outline the reasons for the delay and provide you with an indication of when you can expect a response.
 - When investigating your complaint, we will take into account any financial losses or material inconvenience you have suffered. Our final response letter will set out the reasons for our decision and we will make it clear to you, as to whether we accept or reject your complaint.
 - If you are in any way dissatisfied with our final response, or if we have been unable to provide our final response to you within 8 weeks of receiving your complaint, **you may be eligible to refer the matter to the Financial Ombudsman Service (FOS) free of charge** if you are:-
 - An individual consumer.
 - A natural person acting for the purposes which are outside your trade, business, craft or profession.
 - A micro enterprise (An enterprise that employs fewer than 10 people and whose annual turnover and/or annual balance sheet total does not exceed EURO 2 million).
 - A charity which has an annual income of less than £1 Million at the time the complainant refers the complaint.
 - A trustee of a trust which has a net asset value of less than £1 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.
 - 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 3 years after you realized (or should have realized) that there was a problem.
 - If we think that your complaint was made outside of these 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 6 months of the date of our final response letter.** If you do not refer your complaint to the Ombudsman within 6 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 0234567 (free when phoning from a "fixed line" (for example, a landline at home) or 0 300 1239123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)
 - Writing to Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
 - Emailing complaint.info@financial-ombudsman.org.uk
 - 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 letters (with exception of those complaints resolved within 3 working days) and 8 week response letters.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance, size of the business (if a commercial customer) and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS on 0207 8927300 or www.fscs.org.uk

Use of personal data

To help make sure you receive a competitive quotation, offer of appropriate payment options, protection against fraud and to verify your identity, insurers 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 application proceeds.

All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, associated companies, insurers, credit providers and other third parties who are involved in the normal course of arranging and administering your insurance. We may use the data we hold about you to provide you with information of products and services we consider may be appropriate. Please notify us in writing if you do not want to receive such information.

Records

We keep records of all our business transactions for at least 6 years, and policy information for 3 years. You may inspect information relating to you, whether kept manually or electronically. We treat all our client records as confidential, so we reserve the right to give you copies of your particular records rather than access to all files containing records of other clients.

Conflict of interest

Occasions can arise where we or one of our associated companies, clients or product provider may have a potential conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

Claims handling arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim. If you receive any correspondence from a third party in relation to your claim, please pass it to us or your insurer immediately and unanswered. If you require any assistance regarding a claim or incident, please do not hesitate to contact us.

Law and Jurisdiction

These terms of business are governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business, we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

Bribery and 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.