

Terms and Conditions

What you need to know

You should read this document carefully as it sets out the Terms and Conditions and other important information about our service which is separate from your contract of insurance.

By asking us to quote for, administrate and arrange your insurance policy you are assumed to have agreed to be bound by our terms and conditions.

Who we are and who regulates us

1st Sure Ltd are an Appointed Representative of Midway Insurance Services Ltd (now referred to as we/us/our). Midway is an independent intermediary authorised and regulated by the Financial Conduct Authority. Our Firm Registration Number is 3303945 and our address is 5 Martinbridge Estate, Lincoln Road, Enfield, EN1 1SP

You can check our details on the Financial Conduct Authority website www.fca.org.uk or by telephoning them on 0800 111 6768.

The law and language used

These terms and conditions are subject to English Law and the jurisdiction of the English courts. The English language will be used for all communications including all other contractual terms and conditions that we are required to send to you before and during the life of the contracts you enter into.

What we do

Our permitted business activities include introducing, arranging, advising, dealing as agent and assisting in the administration of non-investment insurance and pure protection contracts.

We offer products from a limited range of insurers. We will ask you questions to narrow down the selection. Sometimes we will only approach one or two insurers and make our recommendation after we have assessed your needs.

We can also assist you with making a claim or we may outsource claims handling facilities to give you an enhanced service.

We may also offer you products from a single insurer. These are optional covers as listed below and which supplement your Main Policy such as, but not limited to: Legal Expenses, Directors & Officers, Engineering, Terrorism

Please note that the products shown above are unlikely to provide a refund in the event of cancellation due to the short policy term or premiums involved. Full details will be provided within the documentation we issue to you. Any optional cover will run concurrently with your main policy. In the event the main policy is cancelled the optional additional policy may also be cancelled.

What to do if you need any help

Arranging and administering your insurance cover should be straightforward but it can be quite complex and confusing at times. If you need any help at all, or need us to explain anything in more detail with you please contact us and our staff will be happy to help you.

Your duties

If you (or anyone acting on your behalf) are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care that all information you give to us is provided fully, honestly and to the best of your knowledge at all times. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you discuss this with us. Once cover has been arranged, you must immediately notify us of any changes to the information that has been previously provided.

Failure to provide correct information or disclosure of false information could result in:

- cancellation of your policy and your insurer will 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 your cover may be affected.

You must thoroughly read all insurance documents issued to you and ensure that you are aware of the cover, limits, exclusions and other policy terms that apply. Particular attention should be paid to any warranties precedent to the contract and policy conditions, as failure to comply with them could invalidate your insurance cover or result in a claim not being met.

If you (or anyone acting on your behalf) are a commercial customer (i.e. buying insurance mainly for purposes related to your trade, business or profession) you must make a fair presentation of the risk to us. This means you must:

- 1) disclose to us every material circumstance which you know or ought to know or sufficient information to alert us that we need to make further enquiries; and
- 2) disclose your information in a reasonably clear and accessible manner; and
- 3) ensure that any material representation as to a:
 - a. matter of fact is substantially correct; and
 - b. matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence the judgement of a prudent insurer in determining whether to take the risk and, if so, on what terms. This duty also extends to any variations or changes you wish to make.

If you fail to make a fair presentation of the risk this could affect the extent of your cover or could invalidate your policy. If you make a deliberate or reckless misrepresentation your insurer will be allowed to void your policy, which means that claims will not be met.

If a misrepresentation is deemed to be not deliberate or reckless then your insurer:

- might avoid the policy and return the premium
- might apply different terms if it would have accepted the risk but on different terms
- might reduce the amount paid on your claim if it would have accepted the risk but at a higher premium

Failure to correct, update or notify us of any changes to your information could invalidate your insurance cover.

If you are unsure about what information you should disclose (or any other matter) you should contact us for guidance.

Payment for our services

We usually receive a commission from the insurance provider with whom we place your business. We may also receive commission for introducing/arranging finance for the payment of insurance premiums. We may also receive a commission or fee for passing introductions to other professional firms.

In addition, we will also make the following non-refundable charges during the life of your policy (please note: our charges are in addition to any charges your insurer might make):

Arranging a new policy	£25
Renewal of an existing policy	£25
Payments by credit card (exc.debit/electron)	2%
Cancellation	£50 (in addition to those set-out in " Cancellation terms... ")

Commission disclosure – (for Commercial Customers)

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.

Charges made by your Finance Provider

If you choose to pay by direct debit you may be charged by your finance provider for any failed instalment collection or, for example, if you decide to change your payment date. Full details of all such charges will be notified to you by the Finance Provider.

Insurer Security

We do not guarantee the solvency of any insurer we arrange policies with and whilst we take care to deal with those that maintain reasonable solvency margins we cannot guarantee their financial ability to pay claims.

How you can pay for your insurance

We will give you information about your payment options when you arrange your policy and when we invite renewal.

We may offer the option to spread your payments by introducing you to a credit scheme with a third party finance provider or an insurers' instalment scheme. You should note that if you use a credit scheme you may be required to sign and return a credit agreement to the finance provider and failure to do this could result in the finance provider making a charge. Full details will be provided by the finance provider.

We are a credit broker (not a lender) and this means that any finance agreement you enter into is a contract between you and the finance provider, and is separate to the insurance contract. Should you fail to keep up repayments on an instalment agreement or premium

finance facility we will try to contact you to reach a resolve; if the repayments cannot be resolved, or we cannot contact you, we may issue notice of cancellation of the policy cover.

For return premiums or refunds we will refund the debit or credit card details held on your file.

We operate an automatic renewal process please see “**What happens when your policy is due for renewal?**” for more information.

Insurance Premium Tax (IPT)

Most policies will include IPT and where applicable it will be at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Some policies are not subject to IPT or may be subject to Value Added Tax (VAT). Should the rate of VAT be amended by the Government, your premium will be amended by the insurer to reflect the change.

The amount of tax will be shown in your policy documents.

Protecting your money

Premiums we collect from you are held in an insurance broking bank account or dedicated client account used for the purpose of holding client premiums. In most cases insurance companies accept that monies paid to us are treated as being received by them (this is called Risk Transfer). However in some cases we will receive and hold premiums you pay to us until we pay insurers. Premiums received in this way are protected in a trust account until we pay insurers. We will assume that you consent to us using the accounts in this way, unless we hear from you to the contrary. We will remit the premium to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers. We do not pay interest on amounts accrued in the client accounts.

Changing insurer

If you have to change insurer mid-term and your new policy is placed back with us any amount you owe us from your previous contract(s) may be added to your new contract. This could include the amount being added to your direct debit instalment facility in order to spread the cost.

Notification of claims

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring that may give rise to a claim under your policy, you should notify the insurer direct as soon as possible using the contact details in your policy documents.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and in any event, within (n) working day(s).

We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all the elements of the claim with due care, skill and diligence.

We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss.

If there is any conflict of interest, we shall only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and you have given that consent.

We will forward any payments received from insurers in respect of any claim, to you, without delay.

We will notify you of any request for information we receive from your insurers.

What happens when your policy is due for renewal?

We will send your renewal notice in good time before the renewal date of your policy and this will explain what will happen.

If you pay your insurance premium by direct debit or by credit/debit card then you will not have to do anything because we will renew your policy automatically; but should you want to change the way you pay for your renewal, or if you wish to lapse your policy, you **must** call us before the renewal date.

Please note that where a policy is automatically renewed and subsequently cancelled we will make a charge as outlined in “**Payment for our services**” to cover our administration costs and we may also make a charge as described in “**Your cancellation rights**” below.

For policies previously paid by credit/debit card the payment will be collected up to 5 days prior to the renewal date and this is why we ask that you contact us early for example, if you wish to lapse your policy

The first instalment of your direct debit payments will be collected from your bank account on the previously agreed preferred payment date.

There may be situations where your insurer is no longer able to invite renewal or we have an alternative product available, in which case automatic renewal may not take place. Full details will be provided when we write to you closer to the renewal date of your policy. When this happens we will provide you with details of the proposed new insurer(s), their premium and policy terms. We will also set out the steps you should take to transfer your insurance.

Your cancellation rights

Unless we tell you otherwise your insurance policy is a 12 month contract and customers who have arranged insurance outside of their trade or profession (consumers) will usually have the legal right to cancel policies for any reason within 14 days of receiving the full policy terms and conditions (this will be from the date of purchase for customers who buy online).

You will be charged by the insurer as per their policy wording for any period of cover you have used and we will also make a charge as set-out in “**Payment for our services**”. Please note that some insurers may make an administration charge in addition to our charges.

If any claim, or incident that might give rise to a claim, is notified then the full annual premium will be required and no refund of premium will be due.

Cancellation terms (including cancellation beyond the 14 day “cooling off” period)

Cancellation terms will apply to consumers and some commercial customers. You will always find full details of any insurer's cancellation terms within your policy documents.

Please note: If you wish to cancel your policy please call us first because we do not accept emailed instructions in isolation due to the risk of fraud.

Cancellation of any direct debit agreement will not be accepted as an instruction to cancel your policy.

If a policy is cancelled and it was being paid by instalments or direct debit it is likely there will be a shortfall. We will always provide details of any outstanding balance that might be due from you and it is your responsibility to pay the amount requested.

Should cancellation take place outside of the 14 day "cooling off" period (or where the cooling off period is not applicable) you will be charged (where applicable) by the insurer as per their policy wording and we will charge you as outlined in "**Payment for our services**".

Policies voided or cancelled from inception by insurers will be treated as a "cancellation" and we will retain any commission and charges before returning any premium that may be due to you.

Our right to cancel

We reserve the right to cancel your cover at any time for any reason and reasons may include but not be limited to:

- Where we, or your premium finance provider, have been unable to collect payment
- Where you fail to send us information or documents that we have requested
- Where we reasonably suspect fraud
- Where staff are subjected to abusive language or behaviour

We will provide written notice by recorded delivery to your last known address unless your insurer requires immediate cancellation takes place. Your insurer will charge as per their policy wording and we will also make the charges outlined in "**Payment for our services**", "**Your cancellation rights**" and "**Cancellation terms**".

If any claim, or any incident that might give rise to a claim, is notified then the full annual premium will be required and no refund of premium will be due.

Debts

Your insurance policy is at risk of cancellation if you fail to make payment. Where cancellation takes place and a debt arises we will contact you to arrange payment. If payment is not made we will make a charge as outlined in "**Payment for our services**" to cover our administration costs. If you still do not make the full payment, or fail to reach an agreement with us to pay the balance, we may pass your details to a debt recovery agent and you will be responsible for all reasonable costs incurred in the recovery of the outstanding balance this includes debt collection charges levied against the value of the outstanding amount; the rate may vary but will be no more than 25% of the total amount due. If the initial debt recovery agent is unsuccessful the debt may be passed to another agency and then the rate may be more than 25%.

What to do if you have a complaint

We aim to provide the best service at all times. Occasionally things can go wrong and when they do we like to know about it and try to put things right.

If you have a complaint please contact our customer support team on 0845 370 2842. alternatively you can write to us at 1st Sure Limited, 5 Martinbridge Estate, Lincoln Road, Enfield, EN1 1SP

If you are not satisfied with our response you may be able to approach the Financial Ombudsman Service for an independent review. You can reach them at: Financial Ombudsman Service, Exchange Tower, London E14 9SR or by telephone at 0800 023 4567 from a landline or 0300 123 9123 from a mobile.

Full details of our complaints procedure are available on request.

Claims against us

Any claim you may have against us must be made against 1st Sure Ltd and not against any individual.

Identity checks/Preventing and detecting fraud

We, the insurer and (where applicable) the finance provider, may perform or employ the services of third parties to search or share data which is obtained from a variety of sources such as credit reference agencies, anti-fraud agencies and publicly available data to ascertain appropriate payment options for you, check your identity and carry out anti-money laundering, anti-fraud and sanctions checks. Searches may appear on your credit report whether or not your application proceeds. These searches may be performed at any time.

You should also be aware that insurers exchange information with other data bases such as the Claims and Underwriting Exchange, DVLA, DVANI and other anti-fraud data bases. For information about how your data will be used by them you should always refer to the insurer's documentation.

You may be required to provide physical forms of identification which might include but not be limited to a copy of your driving licence, utility bills, bank statements, and passports. For companies (other than listed ones) evidence will usually comprise of a copy of the certificate of incorporation, a list of directors, a list of shareholders, the registered address.

How we will use your information

In addition to how we will use your information above we will exchange information that you provide to us with insurance companies and other brokers or agents for the purposes of introducing, obtaining quotations, administering and arranging cover and obtaining customer feedback. If we introduce you to a premium finance facility we pass information about you to the finance provider so that they can arrange a premium finance facility for you.

We will treat your information as private and confidential and in accordance with the requirements of the Data Protection Act 1998.

We and insurers may also use your information to help improve risk selection processes, pricing and underwriting decisions and better manage our/their ongoing risk exposure in relation to the policies we/they offer.

Telephone calls are recorded for training and quality control purposes however may also be shared with insurers and other parties in the interest of preventing and detecting crime.

Subject to the provisions of the Data Protection Act 1998, you are entitled to receive a copy of the information we hold about you. You may be charged a fee for this. Such requests should be made to:

The Data Protection Officer
1st Sure Limited
5 Martinbridge Estate
Lincoln Road
Enfield
EN1 1SP

For more information on the Data Protection Act you may also write to the Information Commissioner's Office at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 0303 123 1113 or 01625 54 57 45
E- mail: mail@ico.gsi.gov.uk

Disclosure of Other People's Personal Information

You should show this notice to anyone whose personal information you provide to us. You must ensure that any such information you supply relating to anyone else is accurate and that you have obtained their consent to the use of their data for the purposes set out above.

How we use your information for Marketing

We carry out analysis of products and services based on your use of our website and services, and from time to time we may send you updates about services and products that may be of interest to you. This will be separate to any communication relating to your insurance policy or claim.

Marketing information may be sent to you by post, telephone, SMS or email.

You can always update or amend your preferences at any time by following the link to "My Preferences" on any circular you receive from us or by emailing us at info@midway.co.uk

Financial Services Compensation Scheme (FSCS)

The FSCS is the UK's statutory fund of last resort for customers of authorized financial services firms. Compensation is usually payable if an authorized firm is unable or unlikely to meet its financial obligations for example because it has ceased trading or become insolvent.

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. Insurance arranging is covered for 90% of a claim, without any upper limit; however compulsory classes of insurance (such as motor insurance) are covered for 100% of the claim.

Further information about the FSCS can be found at www.fscs.org.uk or by telephoning them on 0800 678 1100.

Transferred business

If we take over the servicing of insurance policies which were originally arranged through another insurance broker, intermediary or direct with the insurer, we do not accept liability for any claim arising out of the advice given by them, nor for any errors, omissions or gaps in your current insurance protection.

We would ask you to contact us without delay if any aspect of a policy which has been transferred to us causes you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.