

Our Terms of Business with you

Please read this Terms of Business document carefully as it contains important information of which you should be aware. By asking us to quote for, arrange or handle your insurance, you agree to the terms set out in this Terms of Business and to us acting as your broker.

If you are unclear about any aspect of these Terms of Business or have any questions, please contact our Customer Services Team on 03332 205 445.

Who are we?

Freedom Brokers Ltd ('we / us / our') is an insurance broker offering products and services from a range of insurers for Private Motor Vehicle, Commercial Vehicle, GAP and Commercial Risk Insurance.

We are committed to treating you fairly in all our dealings with you and will carry out our services with the appropriate care and skill.

We are registered in England No 10399389 and our registered address is Eden Point, Three Acres Land, Cheadle Hulme, Cheshire, SK8 6RL.

The Financial Conduct Authority (FCA) is the independent regulator for UK financial services firms. We are registered with the FCA as an appointed representative of Action 365 Ltd, who are authorised and regulated by the FCA. The FCA registered number for Freedom Brokers Ltd is 774904 and for Action 365 Ltd is 306011. You may check these on the FCA register at www.fca.org.uk/register or by contacting the FCA helpline on 0800 111 6768.

Our Services

This Terms of Business relates to our private motor vehicle and commercial vehicle insurance products.

We will ask you questions, advise and make a recommendation based on our assessment of your needs. To access the insurance product that most suits your needs we may use another Insurance Intermediary to help place your business.

Our service includes arranging your insurance cover on your behalf to meet your requirements and helping you with any ongoing changes you have to make, such as amendments to the cover, use and property insured. We will also arrange the cancellation and renewal of your insurance policy.

If you choose to take out, renew, amend or cancel your policy without speaking to one of our operators for example through our website, via the insurer or via a customer portal you will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then decide how to proceed and whether the product is suitable for you.

Whose policies do we recommend?

We typically source policies from a range of insurers, representing a fair analysis of the market. However, under certain circumstances we may only deal with a limited panel, or a single insurer and we will notify you when this applies. A list of all the insurers we deal with is available on request.

Additional Products: For the following insurance products we only offer cover from one insurer for each product: Vehicle Breakdown Assistance, Excess Protection, Replacement Vehicle, Motor Legal Expenses, Licence Defence, Key Protection, Windscreen & Glass Cover and Tools in Transit Van. If you have purchased an additional product, please refer to your policy documentation for details of your insurer.

When we sell you an insurance policy we are remunerated by a percentage commission from your total premium which is paid to us by your insurer.

Validity period

All quotations are provided in a real-time environment where rates can change daily, therefore rates are only guaranteed at the time the quote is obtained.

What you must tell us

The information you provide when applying for or amending your insurance policy, will be used to assess your demands and needs, and used to estimate your risk and set the premium and terms of your insurance. You must disclose all information in a way that is clear, substantially correct and with reasonable care.

For insurances relating to your trade, business or profession, it is your duty to make a fair representation of the risks you want to insure, disclose all facts material to the insurance cover you wish to take out and obtain all relevant information from key people within your business, who have knowledge of the risks you wish to insure.

You must also inform us of any changes to your policy details and the risks insured during the life of your policy, including renewal to ensure that the information we have is accurate and up to date.

If the information you provide is incorrect or incomplete this may result in claims not being paid in full or at all, your policy being cancelled or have special terms imposed, your policy being voided, and the premium may not be returned.

Please read carefully all policy documents sent to you and inform use immediately on any incorrect information shown. If you have difficulty in understanding anything, please let us know and we will assist you.

For your protection, insurers maintain databases to prevent fraud and the information you give us may be subject to checks.

Your right to cancel your policy

All consumers have the statutory right to cancel within 14 days of inception (cooling off period), renewal or upon receipt of the policy documentation, whichever is the later and provided there have been no claims. You can cancel any policy you buy through us either verbally or in writing.

After 14 days, any right to cancel will be in accordance with the terms of your policy.

What you will be charged if you cancel your insurance

If you cancel your policy before the commencement date of your policy a full refund of any insurance premium paid will be provided. Our new policy inception charge will not be refunded.

After the commencement date, in some circumstance a refund may not be possible e.g if you are outside the cooling off period, if you have made a claim on the policy. Your policy document will set out the insurer's terms with regards to cancellation terms and charges made. Our new policy inception charge or renewal charge will not be refunded.

Whenever your policy is cancelled if we have given a discount off your premium at inception, this will be deducted on a pro rata basis from any refund due to you on cancellation or will be recovered from you if there is an outstanding balance owing.

If the cancellation results in a premium refund being due to you, that refund will be reduced by any charges and any other sums you owe in respect of the policy.

If there are unpaid monies at the point of cancellation, we may withhold any relevant documents until full payment is made and we reserve the right to refer the matter to a debt recovery agency to collect any monies owed to us. This may result in additional costs, which you will be notified of in advance. If you fail to settle a debit balance promptly, we will use any credit or debit card details you have previously authorised us to use to collect the balance, before referring the matter to a debt recovery agency.

Where you are have purchased Additional Products, e.g. Breakdown Cover, and you cancel within the 14-day cooling off period, providing a claim has not been made, a full refund will be due. After the 14-day cooling off period, no refund will be due.

Our right to cancel your policy

If you fail to make any payment that is due to us, we may in such circumstances treat this failure as your authority for us to instruct your insurer to cancel your policy.

If any credit or debit card payments used to pay for your insurance are claimed back by the card holders bank the full balance of the premium and associated charges will fall due immediately. If this payment is not made you authorise us to instruct the insurers to cancel your insurance.

Renewing your Policy

For your protection and to provide a high level of service, before the renewal of your policy, we will send you a renewal invitation, which contains information on the premium due and the details we hold. Please ensure you check the information we hold is accurate and you inform us of any changes in your circumstances as this may affect your renewal premium.

Where we have previously obtained your agreement and your policy is eligible, we will automatically renew your policy. If you are happy with your renewal quote, there may be nothing further for you to do and your credit/debit card may be automatically debited for your renewal.

If you are paying for your insurance by direct debit your policy may be automatically renewed and your revised payments may be debited from the bank account details that we hold. Further information of whether your policy will be automatically renewed will be displayed on your renewal invitation, if you would prefer for your policy not to be automatically renewed please contact our customer service team.

In the event your existing Insurer is no longer the most competitive, we may offer an alternative insurer at renewal. This should not be taken as a recommendation from us.

Payment for Our Services

We are remunerated by commission from your policy premium which is paid to us by the insurer and we may also charge you a service fee. Where we receive no commission, we will agree a specific fee with you before you agree to buy.

The information below shows the service charges applicable at the time of issuing. These charges are non-refundable and are payable at the time of the transaction to which it relates.

New policy inception and renewal	A charge will be made based on the type of policy purchase, we will always inform you in advance of the actual charge payable before you decide to go ahead with the policy. The maximum charge we will make is £100.00.
New policy inception and renewal where we do not receive commission from the insurer	We will agree a specific charge with you before you agree to buy
Amendments to your policy via your on-line portal	£15.00
Amendments to your policy via the contact centre	£35.00
Amendment to your policy by us	We may need to update your policy information based on data searches with the Claims and Underwriting Exchange register and other similar databases, or your telematics data. The maximum charge we will make is £35.00
Cancellation	Within 14 days from purchase we may charge you a maximum of £45.00. After 14 days from purchase we may charge you a maximum of £75.00.
Direct Debit arrangements	Where we offer credit through premium finance provider, we will act as a credit broker and not a lender. We may earn commission for arranging these instalments.
Direct Debit defaults	Full details of charges which will be applied for direct debit defaults will be provide in any credit agreement and pre contract information by the premium finance provider.
Claims Management	We may earn income from claims management companies. You have the right to ask us about our earning at any time
Sending Correspondence Special Delivery	Our correspondence is provided to you by email, and in some circumstances by post. Where correspondence has to be sent special delivery we may charge you £6.50.

Any charges we apply to your policy will be independent of any charges imposed by the insurer. You will be made aware of the total price that is payable, including any charges, taxes and charges before your insurance arrangements are processed. At any point, you can request information regarding any commission which we may have received as a result of placing your insurance business or arranging your premium finance.

Any refund applicable at the point of a transaction, will be made less any charges due.

Client money

Where we receive monies from you, we will hold your premium payment under risk transfer as agent of the insurers and we do this by paying it into an

insurer premium trust account until it is passed to insurers. This is to protect your money and means that whilst your money is in the account, it cannot be used for any purpose other than paying the insurers or any brokers through whom we may have arranged your insurance.

We will retain any interest earned on the account. We may retain your debit/credit card details and bank account details for automatic renewals and to pay or refund other premiums that may become due upon changes to the policy. If you do not want us to use your credit/debit card for these purposes, please contact our customer services team.

Payment of premium by installments

If you choose to pay your premium, including any charges, by monthly instalments this will be via a finance arrangement (credit agreement) and subject to interest charges, which we will detail for you. This finance arrangement, will be a separate contract with a finance company and not with Freedom Brokers Ltd.

So that they have the necessary information to assess your application, offer you the best payment option for your needs and prevent fraud, the finance company will use credit referencing agencies for a hard credit check for new policies, renewals and in certain circumstances where policy amendments are requested, to check you can afford to pay. As this is a hard credit check, your entire credit history will be searched and a mark will be left on your credit report.

This affordability assessment will take place after you have applied for a credit agreement. If your application is unsuccessful, the finance company will contact you to inform you. This will not invalidate your insurance - however, you will be required to pay for your policy in one full payment.

In the event that you fail to pay the monies you owe under the credit agreement, you will be charged by the finance company, as per the contract you have with them. In the event they cancel the credit agreement, the funded balance will be charged back to Freedom Brokers Ltd. We will then contact you directly regarding payment of your insurance contract, including premiums and charges.

How to make a claim

Please refer to the policy document for information on how to make a claim.

Our claims team contact number is 0345 5280197

About your information

Our fully Privacy Policy can be found at <https://www.freedombrokers.co.uk/privacy-policy/>. If you would like a copy of this, but do not have access to the internet, please contact us.

As well as process your information in order to provide you with insurance quotes, set up and maintain your insurance policies, we may use it to conduct fraud and credit checks as necessary.

We may share information which we hold, and which has been supplied to us in relation to any application for insurance using public and personal data from a variety of sources, including a credit reference agency, the Claims and Underwriting Exchange register and other similar databases. The purpose is to help us check the information that is given to us and to prevent fraud. This search may appear on your credit report whether your application proceeds or not. To support your application, we may ask for additional documentation as proof of your identity. Failure to provide the requested information will result in the cancellation or voidance of your policy. We reserve the right to retain your insurance documents until the information you have provided has been verified.

Freedom Brokers would like to contact you from time to time by post, telephone, text messaging and email about products and services that may be in your legitimate interests to know about. By providing your contact details, you consent to being contacted for these purposes. We may share your details with selected third parties for the purposes of marketing their own products or services.

If you would prefer not to receive any communications or amend your contact preferences please let us know by calling us on 03332 205 445.

If we have failed to resolve a problem or you are not happy with the manner in which we have processed your information, then you have a right to lodge a complaint with the Information Commissioner at Wycliffe House, Water Lane, Wilmslow SK9 5AF.

Introducer Arrangements

A third party may have introduced you to us and for this the introducer may be paid a fee by us. Similarly, we may, with your consent, introduce you to other third parties, for which the third party may pay a fee to us.

Credit Checking

Insurers, other intermediaries or premium finance companies may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to ensure that we obtain the most competitive quotation and renewal premium, to ascertain the most appropriate payment options for you and to help prevent fraud. A copy of this search will be left on your credit report, whether or not your application proceeds, but this will not affect your credit rating in any way.

Conflicts of Interest

Occasions can arise where we or one of our associated companies, clients or product providers 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 that can't be managed by our procedures, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Action 365 Ltd and Pukka Services have close links with us, either by direct financial holding or through common or shared directors. We are members of the same group of companies.

Complaint Process

Freedom Brokers Ltd aim to provide you with the highest standards of service, however, there may be an occasion when you feel you have cause for complaint. If this is the case, please be assured our staff will do all they possibly can to resolve the problem and ensure you receive a prompt and fair response to your complaint.

Our complaints procedure is designed to ensure that each complaint is dealt with fairly and to your satisfaction. We aim to acknowledgement your complaint within 5 working days of your complaint being received. We are committed to resolving your complaint whenever possible through our complaint's procedure, however, if our investigations have not been completed within 8 weeks, we will outline our findings to you in writing and explain why we are unable to resolve your complaint, as well as highlighting your right to refer your complaint to the Financial Ombudsman Service. Should you wish to discuss any concerns you may have, please telephone us on 03332 205 445, or alternatively, email us at complaints@freedombrokers.co.uk.

The Financial Ombudsman Service can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Financial Ombudsman Service, this must be done within six months of our final response to your complaint. If you would like more information about the Financial Ombudsman Service, their contact details are as follows:

Call 0800 023 4567 or 0300 123 9123 between 8.00am to 8.00pm. You can also text on 07860027586 and a call back will be arranged. Email complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service Exchange Tower
London E14 9SR

We are covered by the FSCS. 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 and further information about compensation scheme arrangements is available from the FSCS.

Important - Statement of Fact

Your Insurers are treating the attached Proposal Form as a Statement of Fact. Please read the statement below carefully.

STATEMENT OF MOTOR INSURANCE

Please read the attached Proposal Form carefully. This contains information that you have either confirmed verbally or have answered to questions when completing your Insurance application on line and is therefore a record of the information we currently hold. It is a record of the information upon which your Insurer has agreed to provide cover.

There is no need to return the Proposal Form if the information shown is accurate.

If there is any information omitted, or which to the best of your knowledge and belief is incorrect please advise us of any amendments within 7 days of receipt of this form. We will advise you of any revised premium and/or changes to terms and conditions that may result and a revised Proposal Form will be sent to you. Failure to disclose such necessary information could invalidate your insurance or result in a claim not being paid.

You must retain the Proposal Form together with your Policy, Schedule, Endorsements and Certificate of Insurance, as these documents all form part of your contract of insurance.