



# Commercial insurance

## Terms of business

## About us

Arnold Clark Insurance Services Limited (ACIS) at the trading address of 64 Craigentiny Avenue North, Edinburgh, EH6 7LJ. We are a privately owned limited company and a wholly owned subsidiary of Arnold Clark Automobiles Ltd at the registered office 454 Hillington Road, Glasgow, G52 4FH

Arnold Clark Insurance Services Ltd is an appointed representative of Arnold Clark Automobiles Ltd which is authorised and regulated by the Financial Conduct Authority (FCA) with reference number 308092. These details may be confirmed on the FCA's Register at website [www.fca.gov.uk](http://www.fca.gov.uk) or by phoning the FCA on **0800 111 6768**.

### How to contact us:

 **0131 555 5999**

 **[business@arnoldclarkinsurance.com](mailto:business@arnoldclarkinsurance.com)**

 **[ArnoldClark.com/insurance](https://ArnoldClark.com/insurance)**

## What we do

We are an independent intermediary committed to providing quality advice, service and products from a broad range of insurers.

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

Our selection processes involves presenting to a reasonable amount of insurance companies that will insure the risk you have, this allows us to analyse the market and source you the best policy to suit your needs.

In some instances we may use a limited panel of insurers or a single insurer, before your insurance policy is arranged we will provide you with the reasons for our recommendation. This statement will be given verbally and will be included within your insurance documents.

At all times our service will include arranging and administrating your insurance, including helping you with any mid term changes and assisting you if you need to make a claim.

We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties.

We also act on behalf of insurers when collecting premiums under risk transfer.

## Disclosure of material facts

We would draw your attention to your responsibility to provide complete and accurate information to insurers when you purchase an insurance policy, throughout the life of the policy and when you renew that policy. Failure on your part to disclose information relevant to your insurance or any inaccuracies in the information given could result in your insurance cover being invalid or not fully operative.

All statements and material facts disclosed on proposal forms, claims forms and other documents must be full, true and accurate. Where forms are completed or partially completed on your behalf, you should check them for accuracy before signing. If you are in doubt as to whether a fact is relevant, you should disclose it and then ask for guidance.

It is our policy to retain records for business effected on your behalf for a minimum of 3 years after expiry and otherwise as required by regulation or law. It is possible that a claim may be made under some types of insurance cover long after the policy's expiry date.

## Acceptance

For your own benefit and protection, you should read all the information carefully and we would like to draw your attention to "Important Information" section in your documents. If you do not agree to any part of this, please tell us. We assume that you accept the terms of this agreement unless we hear from you.

## Financial strength

We carry out regular checks on all insurance markets used but are unable to guarantee the continuing solvency of any insurer, underwriter or wholesaler. Liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent. An insolvent insurer may also be unable to meet a proportion or all of any claim made. Consequently whenever possible we recommend insuring with companies with the highest credit ratings. Should you be concerned or require further information regarding your insurer then we will discuss this with you on request.

## Customer classification

**“Consumer”** – an individual who has purchased a policy for personal use unrelated to business, profession or trade.

**“Non Consumer”** – An insured who has purchased a policy for purpose of business, profession or trade.

## Quotations

Quotations are valid until the date that cover is due to start up to a maximum of 30 days, unless otherwise stated. Quotations will be confirmed in writing on request. Specimen policy wordings are also available upon request.

## Policy documentation

Policy Documentation will be issued to all customers in a timely manner. This will normally be within 30 days of the contract of insurance being concluded.

We reserve the right to retain documents at our office until all payment due on the policy has been made in accordance with our invoice or statement. Should we withhold any documents, we will provide you with full details of all insurance covers you have in place.

Your Policy Documentation will confirm the basis of cover and provide details of the insurers. Prior to conclusion of the contract, or immediately thereafter, you will be sent a statement of Demands and Needs. You should read this carefully. It will set out your specific Demands and Needs, confirm whether the contract has been personally recommended by us, and if so, the reasons for making that recommendation.

## **Data protection and confidentiality**

All information you supply will be kept confidential to us, parties involved in the normal course of arranging and administering your insurance or finance. We will also use this information to provide you with insurance offers and to our parent company Arnold Clark Automobiles Ltd, unless required by law, by public interest or by virtue of our FCA obligations or unless you give consent.

We may also share information with insurers, police and fraud prevention agencies and you may be credit checked. Under the Data Protection Act 1998 you have the right to see any personal information about you that we hold in our records, you can request this by writing to our office, there will be a £10 fee for this.

We will, in addition use information for marketing similar products or services by us and carefully selected companies. Contact may include SMS text, post, telephone or email. If you do not want us to use your information in this way, please let us know.

## **Our charges, fees and commission**

We may receive a commission from the insurance provider with whom your business is placed. We also receive commission for arranging finance agreements for the payment of insurance premiums this will be paid directly to us from the finance provider.

Policies voided or cancelled from inception by insurers will be treated as a cancellation and we will retain any commission and fees before returning the net premium to you.

Occasionally we may arrange a policy on which we earn no commission and in these cases we will advise you of the arrangement fee or broking fee before you take the policy out.

Specific charges, which apply to individual policies, will be advised to you prior to the start of each policy. The specific charge and purpose of this charge will always be advised to you in advance.

## Payment options

We will provide you with details of the payment options available to you with your insurance premium.

Premiums must be paid in full prior to either the inception date of your policy or the renewal of your policy.

If you have agreed to take insurance with an insurer and they have specified that the premium must be paid by a specific date by applying a Warranty or Premium Payment Condition and you have been made aware of this, failure to comply to this may result in a cancellation of cover from the inception date.

If you choose a finance arrangement, this will be subject to interest charges that we will confirm to you with your quotation. It is important to note that you will be entering the finance arrangement with Close Brothers Premium Finance and not Arnold Clark Insurance Services.

In the event of your failure to meet with the contractual obligations regarding payment Close Brothers Premium Finance could approach the insurer to seek termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up the repayments and cover is cancelled under your policy.

## Cancellation Rights (applicable to Consumers only)

Please contact us in writing or by telephone if you wish to cancel any policy that we have arranged for you. You have the right to cancel a policy within 14 days of its inception or upon receipt of the policy documentation whichever is the later, subject to no claims having occurred. We will refund any premiums you have already paid, less an administration charge and an amount to cover the time you have been on risk (including Insurance Premium Tax "IPT").

We also reserve the right to cancel this arrangement at any time. We will provide you with sufficient time to rearrange your insurance and will notify you of termination in writing via email or letter together with an explanation if appropriate, valid reasons may include although are not limited to:

- Where we, or your finance provider have not been able to collect a premium payment;
- Where we suspect fraud or
- Where you have been required to return appropriate paperwork that has been requested in connection to your insurance and have failed to do so.

## Underinsurance

We will seek to assist you in establishing your policy sums insured requirements to reflect current replacement/reinstatement costs, however it will be you, the insured responsibility to ensure their accuracy. We would suggest you consult an appropriate professional (Surveyor/Accountant) to ensure the sums insured are sufficient for your requirements.

## Money laundering and proceeds of crime act

Under UK Money Laundering regulations, any situation giving rise to a suspicion of money laundering will we are obliged to report to the National Criminal Intelligence Services and we are prohibited from disclosing any such report.

## Compensation

We are covered under the Financial Services Compensation Scheme (FSCS); this provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. This depends on the type of insurance and circumstances of the claim. Further information can be obtained from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling them on **0800 678 1100**.

## Renewals

Renewals are invited on the basis that there have been no changes in the risk other than those specifically notified to us or your Insurers (see Disclosure of Material Facts).

We will advise you of your insurer's renewal terms and those of any alternative that we consider suitable based on the information we have on record at the time of inviting your renewal.

Where payment for the insurance policy you have taken out is by direct debit, and you give your consent to the contract being automatically renewed, without further reference to you, at the renewal date, we will renew your insurance for the next year. You will be obliged to continue to pay for such insurance, unless you specifically contact us at renewal to notify us that you no longer require such insurance.

Commercial Customers will receive their renewal terms in good time. Attached to the renewal terms will be a statement of any changes to the terms of the policy, with an explanation of these changes.

If you do not receive your renewal details you must contact us as you may be at risk of being uninsured.



## Complaints

It is always our intention to provide a first-class service. However, should you have any cause for complaint; you should in the first instance contact our Customer Services department by telephone or in writing via the contact details provided above. Your complaint will be acknowledged within five business days advising you who is dealing with the complaint and indicating when you may expect an answer. We will provide a formal written response within 20 business days from receipt of the original complaint. If the complaint cannot be resolved within this timescale we will write with an explanation as to the progress and the likely timescale involved. You will be advised of any further redress available to you, should you believe that the matter has not been resolved to your satisfaction. Your insurer(s) also operates a complaints procedure, details of which are in your policy or policies. If your complaint is with regard to service from any of our additional product providers you should contact them directly as detailed in your policy wording document.

## Insurance Premium Tax (IPT)

Your premium detailed in the policy will include IPT at the existing rate.

Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

There may be a policy arranged for you that is subject to Value Added Tax (VAT) and should the rate of VAT be amended by the Government your premium will be amended by the insurer to reflect this change.

## Claims

If you have occasion to claim on your policy you should notify us immediately on 0131 555 5999 during our normal office hours. We will manage your claim advising you on all aspects including repairs, courtesy cars, uninsured loss recovery and, in the event of a total loss, the sourcing of a replacement vehicle. We will, if appropriate, issue you with a claim form and pass all details to your insurer. You should not admit liability or agree to any course of action, other than emergency measures to minimise the loss, until you have agreement from your insurer. Outside of normal office hours the contact number is **01603 420 038**.

Whatever your question or concern, we're here to help.

 0131 555 5999

Alternatively you can email

[business@arnoldclarkinsurance.com](mailto:business@arnoldclarkinsurance.com)

Or write to

64 Craigentiny Avenue North  
Seafield  
Edinburgh  
EH6 7LJ

 [ArnoldClark.com/insurance](https://ArnoldClark.com/insurance)

**Arnold Clark**  
INSURANCE SERVICES

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