

The following Terms of Business Agreement sets out the basis on which Quotax Insurance Services, referred to as "Quotax", "We", "Us", "Our", will provide business services to you as a consumer or commercial client of the firm.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

**YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.**

**Contact us**

Telephone: 02086919691  
Email: [admin@quotax.net](mailto:admin@quotax.net)  
Address: Quotax Insurance Services, Unti 7 Avery Way, Questor, Dartford, Kent, DA1 1JZ1  
Business Hours: Monday to Friday 9am to 5pm

Quotax Insurance Services is a trading name of London Taxi Insurance Ltd. We are authorised and regulated by the Financial Conduct Authority as an insurance intermediary. Our Firms Registration Number is 504042. You can check these details on the FCA's Register by visiting the FCA's website [register.fca.org.uk](http://register.fca.org.uk) or by contacting the FCA on 0800 111 6768. We are also authorised by the FCA as a consumer credit broker and we only act for two lenders, primarily we offer Close Brothers Premium Finance, but for certain risks we will also offer Premier Credit Limited. 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 on behalf of customers.

**Our Scope of service**

We offer a wide range of insurance products and have access to leading insurers in the marketplace. When we arrange your insurance we'll inform you of the nature of the service we provide. This will usually be one of the following:

- (a) a personal recommendation to buy a policy, on the basis of a fair and personal analysis of the market
- (b) a personal recommendation to buy a policy we select from one or more insurance undertakings (not on the basis of a fair and personal analysis of the market) in which case we will provide the names of those insurance undertakings

**Conflicts of Interest/Customers Best Interest**

As insurance brokers, we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly, and professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to Insurers and /or other parties. Where we become aware of any actual or potential conflict of interest, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

**Your duty of disclosure**

Where we arrange insurance wholly or mainly for purposes related to your trade, business, or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

**How to cancel**

You may have a statutory right to cancel this policy within a short period. Please refer to your policy documentation for further details. If you cancel you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. We may keep an amount that reflects the administrative costs of arranging and cancelling the policy (see fees and charges section).

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 the administrative costs of arranging and cancelling the policy (see tariff of charges).

**Protecting your information**

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully (available on our website [www.quotax.net](http://www.quotax.net)) and contact us immediately if you have any queries.

Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so.

Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary).

We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent, or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

### **Data Protection/Fair Processing Notice**

This notice explains how we may use the details you provide us with. You should show this Data Protection Notice to anyone covered or proposed to be covered under your policy/prospective policy.

By proceeding with your application for motor insurance and providing us with the information we request in that connection, you authorise us to use your data, including sensitive personal data, in accordance with this Data Protection Notice and to pass the data to suppliers, insurers and third parties for the purposes set out in this Data Protection Notice. You also confirm you have gained the consent of any named drivers for their data to be used as set out below.

### **How your data will be used**

Your data will be used for insurance underwriting purposes i.e. to examine the potential risk in relation to your prospective policy and for anti-fraud purposes i.e. to detect and prevent fraudulent claims and/or activities.

For motor policies, your Driving Licence Number ("DLN") and that of any named driver will be checked against the DVLA database to confirm the licence status, driving entitlement and relevant restrictions and any endorsements/convictions. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of your insurance policy including at the mid-term adjustment and renewal stage.

'No Claims Discount' details may be checked against a No Claims Discount database to obtain information in relation to your 'No Claims Discount' entitlement. Such searches may be carried out against the DLN, name, date of birth, Vehicle Registration Mark and or postcode of you and any named drivers.

A search of the DLN against the DVLA and NCD databases should not show a footprint against your (or another relevant person's) driving licence.

### **How your data will be processed**

Your personal data will not be used for marketing. It will only be shared within organisations involved with the administration of your insurance policy or as otherwise set out in this Data Protection Notice. We may pass details of your 'No Claims Discount' to certain organisations to be recorded on a NCD database. This will occur if information requires updating or correcting at any stage, and also at the renewal stage of your policy and upon or after the cancellation of your policy prior to the expiry date.

For further information about disclosing your Driving Licence Number, see: [MyLicence \(mib.org.uk\)](http://MyLicence(mib.org.uk))

For details relating to information held about you by the Driver and Vehicle Licensing Agency ("DVLA") please visit [Driver and Vehicle Licensing Agency - GOV.UK \(www.gov.uk\)](http://Driver and Vehicle Licensing Agency - GOV.UK (www.gov.uk))

We and/or the insurers and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify your identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on your behalf. Each of the searches may appear on your credit report whether or not your application proceeds. By agreeing to these terms and conditions you agree to the use of your information for these.

### **How to claim**

All claims must be reported immediately by calling us on 0208 691 9691. Outside of office hours claims should be reported directly to the Insurer immediately. Please refer to your policy document if you need to notify a claim. You should contact us or the Insurer direct as soon as you become of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim please contact us. You must not settle, reject,

negotiate, or agree to pay any claim without written permission from your insurers. Full details of how to claim are included in your policy documentation.

**Fees and charges**

At our discretion, we will make charges on the occasion of arranging, amending, or cancelling individual insurances to cover the administrative costs of these activities. These charges are in addition to those charged by the Insurer. The current charging rates are shown below. In respect of refunds following cancellations, we may deduct an amount equivalent to the loss of commission attributable to the cancellation in addition to the fees shown below. Where an adjustment results in a refund of premium from the Insurer, we may deduct a percentage of the refund of premium to replace the commission retained by the insurer. An example of our rate of commission can be given on request.

Type of charge / fee	Cost (£)
New Business	£100
Mid—term Adjustment	£50
Renewals	£100
Policies cancelled	£50 and up to 20% of the return premium from the insurer
Policies voided	£80
Return premiums under £15	Nil return
Stopped / returned cheque	£20

There may be occasions where an additional fee is chargeable. This will be agreed with you before you make any commitment to the product we offer and will not be returned on cancellation of a policy.

**Our Earnings**

In return for placing business with insurers and/or underwriters and/or other product providers, we receive a commission from them, which is a percentage of the annual premium that you are charged.

For arranging premium instalment facilities, we earn a commission from our premium finance providers which is usually a percentage of the individual loan. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn.

Using premium finance makes the overall cost of the insurance more expensive. A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision whether to proceed.

When we sell you a policy the insurer pays us a percentage commission from the total premium that you are charged. If the type of policy we sell reaches specific profit targets the insurer may also pay us an additional bonus. 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 or arranging premium finance. Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

**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.

**Protecting your money**

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money in an account as an agent of the Insurer, which means your policy is treated as being paid for. We reserve the right to retain interest earned on this account.

**By accepting this Terms of Insurance Business document, 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 reason to make a complaint about our service you should contact a Director using the contact details on the first page of this document. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 0234 567 and further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

**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. The scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 0207 741 4100, or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

**Insurer security**

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

**Termination**

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

**Law and jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**Money laundering/Proceeds of crime**

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

**Adequacy of insurance values**

It is your responsibility to ensure that all sums insured, and policy limits are adequate. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.