

Our Terms of Business (to Jan 2025)

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.

It is important, for your own benefit and protection, that you read these terms carefully. They contain important details regarding both our responsibilities and yours, upon which we will rely. Please do not hesitate to contact us promptly if there is any aspect of this document that you do not understand.

It is your responsibility to obtain authorisation from all joint policyholders and to keep them informed about matters related to this agreement. If you require additional copies of this agreement, please let us know.

Our contact details

For more information, please contact us:

- By E-mail: info@chgv.co.uk
- In writing: Suite 6 Pemberton House, Telford, Shropshire, TF3 3BD
- By Telephone: 01952 570039

How we are Regulated

WHO REGULATES US

Compare HGV Insurance is a trading style of One Sure Insurance Ltd who are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA register number is 447730.

Our permitted business is advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities.

You can check this on the FCA's register by visiting the FCA's website www.fca.gov.uk/register.

Our Services

OUR COMMITMENT TO YOU

We always aim to deliver good service and support when you need it and to treat you fairly in all our dealings with you. This means that we will always conduct our business with skill, care and integrity and we will not put ourselves in a position where our duty to you is compromised. We will be transparent in all our dealings with you, always respect your confidentiality and deal with any complaints that may arise impartially and sympathetically.

HELPING YOU TO DECIDE

Our role is to advise you and, after we have assessed your needs, to provide you with a personal recommendation explaining why the product recommended best meets your requirements.

THE CAPACITY IN WHICH WE ACT FOR YOU

We act as an insurance intermediary, not an insurer. We will usually act on your behalf when arranging your insurances, when helping you make any changes to your policy, when you renew your insurance and in the event of a claim.

If there are any circumstances where we act as an agent of the insurer, we will let you know the capacity in which we act before we finalise your insurance arrangements.

Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular payments, we do not offer advice or make personal recommendations in relation to this, but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

SCOPE OF SERVICE

We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer. Our duty of care is solely to our customers, who are the only persons able to rely upon, or may be affected by, any advice provided by us. We will not take responsibility for anyone else acting upon advice that has not been provided to them directly from us.

OUR RANGE OF PRODUCTS AND INSURERS

We provide a personal recommendation and select personal and commercial insurances from a fair and personal analysis of the market, but for certain products, we only select products from a limited number of insurers or only offer products from a single insurer, which means we do not give a personal recommendation on the basis of a fair and personal analysis. We will give you further information about this before we finalise your insurance arrangements. A list of insurers we deal with are available upon request.

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 circumstance guarantee the solvency of any insurer. In the event of an insurer experiencing financial difficulties, you may still be required to pay any outstanding premiums and we are not responsible for any shortfall in amounts due to you in respect of any claims.

Complaints & Compensation

WHAT TO DO IF YOU HAVE A COMPLAINT

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact our Complaints Officer using the contact details above.

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). For further information you can visit the FOS www.financial-ombudsman.org.uk.

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

1. **Consumers** (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
2. **Micro-enterprises** (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding £2 million)
3. **Other small businesses** (with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million)
4. **Charities** with an annual income of under £6.5 million
5. **Trustees** of a trust with a net asset value of under £5 million

b. Certain types of Guarantor

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 business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without an upper limit
- 100% of the claim, without an upper limit for compulsory classes of insurance such as third party motor, Long term insurance, professional indemnity insurance and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance

Further information about the compensation scheme arrangements is available from the FSCS online at www.fscs.org.uk

Payment for our Services

—WHAT YOU PAY

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

- For arranging premium instalment facilities, we typically earn 4.78% commission from our premium finance provider(s) which is usually a percentage of the interest that you pay. 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.

If your insurance policy is adjusted or cancelled, we may retain our full commission. Any refund issued by the insurer will be after our commission is deducted, ensuring we keep all commission. You may not receive any commission rebate, even if your premium decreases.

There may be occasions where there is a choice of instalment payment options which may charge different interest rates. Typically, we will not receive any commissions from insurers if policies are placed on direct debit instalment arrangements with the insurer. We will receive commissions from the premium finance providers.

Using premium finance or paying on an insurer direct debit arrangement (rather than paying the premium in one amount) 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 decide whether to proceed.

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 and premium finance providers. 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. Please be assured that the way in which we are remunerated will not at any time conflict with our responsibilities to meet your needs and treat you fairly.

We do not charge any additional fees (payable by you) for handling your insurance or arranging premium finance unless we have agreed these with you in advance.

—OUR FEES

Any fees we do charge are set out below:

Fee	Amount	Refund on cancellation
Arrangement Fee: New Business (Advised Sales)	£100 or up to 40% of the insurer's premium, whichever is greater	No
Arrangement Fee: Renewal	£100 or up to 40% of the insurer's premium, whichever is greater	No
Administration Fee: Midterm Adjustment	£40	No
Administration Fee: Recorded Delivery Postage Charge	£7.50 automatically deducted from any credit/debit card details you have previously authorised us to use	No
Administration Fee: Refunding Monies	£5 automatically deducted from total amount being refunded. Anything less than £15.00 will not be refunded	No
Administration Fee: Bounced/Represented Payments	£25	No
Administration Fee: Failure to Provide Valid Bank Details within 48 hours	£10 automatically deducted from any credit/debit card details you have previously authorised us to use, if we don't receive your bank account details within 48 hours, or if the bank account details you provide are wrong	No
Administration Fee: Policy Not Taken Up (NTU)	£25 or the retention of any arrangement fee applied at point of sale, whichever is greater	N/A
Late Payment Fee: for any payment not paid on the agreed date as per the CHGV payment plan	£20	No
Cancellation Fee: (Over 14 Days)	£85, plus the retention of our commission	N/A
Cancellation Fee: Voided policy	£85, plus the retention of our commission	N/A

—HOW WE RECALCULATE

If a discount is applied to your policy and your policy is cancelled, we will reverse this discount, which will result in a debit for the amount of the discount being applied.

If your policy is set up on monthly instalments and we have an additional premium to collect, we will notify the premium finance provider who will spread it over the direct debits.

If your policy is paid in full and a debit is applied to your account, we will notify you of this debit and may use any credit/debit card details that you have previously authorised to us to settle the balance. No notification will be sent to you when a debit is applied for any letters issued by recorded delivery but will still be charged.

If a payment plan is set up directly with Compare HGV Insurance, a late payment fee will be charged on any payment that is not paid on the agreed date.

You will be required to pay any debit balances promptly. If you fail to settle a debit balance promptly, we will use any credit/debit card details that you have previously authorised us to use in order to settle the balance. We will notify you of the total premium payable, including any fees, taxes and other charges separate from the premium, prior to the conclusion of your contract.

Refunds will only be issued once we receive the funds from the insurers, this can take up to 6 weeks but with some insurers, may take up to 6 months. If there is a finance agreement in place then any return premium due to you will be used to reduce or clear your finance agreement first, any remaining balance will then be returned to you in line with the above.

—HOW WE HANDLE YOUR MONEY

We act as agents of the insurer in collecting premiums and handling refunds due to our clients (Risk Transfer). All monies are deemed to be held by the insurer(s) with which your insurance is arranged. Where we are not given authority to collect premiums and handle refunds (non-risk transfer) these will be handled by the insurers directly and we will notify prior to the conclusion of the contract.

—HOW WE PAY DIRECT TO THE INSURER

Where direct payments are available, or are a requirement of the insurer, this will be highlighted to you prior to the

conclusion of your contract. If your policy is set up based on direct payment to the insurer your premium will be paid direct to the Insurer via direct debit. In the event of there being a rebate of premium following the cancellation of, or any adjustment to your policy, these will be issued to you by the insurer and will not be handled by us.

Any administration fees charged by us (as outlined in the 'What You Pay' and 'Our fees' sections) should be paid directly to us prior to the inception of your policy or prior to the effective date of any policy adjustment.

How to cancel your insurance

—HOW TO CANCEL YOUR INSURANCE

You should make any request for the cancellation of a policy to the contact details included within this Terms of Business, either by letter, e-mail or phone and where requested any relevant certificate of insurance must be returned to us or to the insurer concerned.

In the event of cancellation, charges for our services will apply in accordance with the 'Payment for our services' section above. All fees previously charged by us are non-refundable.

The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires. If there have been any claims paid or reported, or come to light after your policy was cancelled, your insurer may not issue any return premium. Please refer to your insurance policy wording for full terms.

Please note that we do not provide any refund for any Legal Protection Products sold or Breakdown & Recovery Insurance policies, unless this is within any 14-day cooling off period.

You will be required to pay any debit balance. If you fail to settle a debit balance promptly, we will use any credit/debit card details that you have previously authorised us to use, to settle the balance.

—TRANSFER OF AGENCY

Should you wish to retain your insurance policy but no longer want us to act as your insurance broker, you may instruct us to stop acting on your behalf and we will not impose any penalty. This request must be made in writing and will become effective upon your written instructions provided that all outstanding premiums and fees have been paid in full.

Unless explicitly agreed upon in writing, any transactions initiated prior to the termination of our relationship will be completed in accordance with the terms outlined within this agreement. You will remain liable for the payment of any transactions concluded before the termination date. We shall be entitled to retain any commissions received for facilitating these transactions and will retain any fees charged by us for the services provided. Upon instructing us to stop acting as your insurance broker, it is your responsibility to make alternative arrangements for the administration of your insurance policy.

Your responsibilities

—CONSUMER

If you are a consumer, you are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

—COMMERCIAL CUSTOMERS

If you are a commercial customer, you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information.

This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size and complexity of your business and allow yourself sufficient time before your renewal date to consider and/or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. 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 or mean that claims may not be paid.

Our aim is to provide you with your policy documentation in a timely manner confirming the basis of cover and giving details of the insurer(s). You should examine any insurance documents we send you very carefully to ensure that they meet your requirements. If you believe they are incorrect or inadequate for your needs, you must advise us immediately.

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.

Other information

—YOUR RIGHT TO CANCEL YOUR INSURANCE

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.

We reserve the right to cancel your insurance policy in certain circumstances, where this occurs, we will give you a minimum of 7 days' notice.

Valid reasons include:

- Non-payment of premiums or fees

- Failure to make payments under your credit agreement
- Cancellation of your credit agreement
- Deliberate failure to comply with terms set out within the terms of business
- Deliberate misrepresentation or attempted fraud
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers

—HOW WE PROCESS YOUR PERSONAL DATA

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data, we comply with statutory data processing requirements as set out by the Data Protection Act 2018 and the UK-retained provisions of the EU General Data Protection Regulation (UK GDPR). The personal data we will collect will include information relating to your name, address, date of birth, contact details, and your health and criminal offences.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances and in arranging insurance premium finance where applicable. Your personal data will also be used to manage future communications between you and us. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing info@chgv.co.uk.

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm, with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our Data Privacy Representative:

- By E-mail: info@chgv.co.uk
- In writing: Suite 6 Pemberton House, Telford, Shropshire, TF3 3BD
- By Telephone: 01952 570039

How we process your personal data is detailed further within our [Privacy Notice](#).

—CREDIT CHECKS

We, and other firms involved in arranging your insurance such as 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 help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

—HOW WE MANAGE ANY CONFLICT OF INTEREST

Occasions can arise where we, or one of our 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, 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.

—HOW TO MAKE A CLAIM

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 we act on behalf of an insurer in negotiating and settling claims, we will inform you that we will be acting on behalf of the insurer, not yourselves, before your insurance arrangements are concluded and again at the point of claim.

—COMMITTING FINANCIAL CRIME

We are obliged to conduct reasonable due diligence to protect you and us against the risk of financial crime. We may require you to provide evidence to assist us with verifying your identity and any payment details you provide to us to ensure that the transactions that we conduct on your behalf are legitimate.

Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any applicable anti-bribery laws (including the Bribery Act 2010). We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing any such report to you.

We shall not provide any services, provide any benefits, or make any payments to any client that is the subject of any trade and economic sanctions or embargos or provide services to any client located, organised in or resident in a country or territory that is the subject of comprehensive country sanctions.

We will carry out checks of the consolidated list of financial sanctions targets designated by the United Nations, The European Union, and the United Kingdom and maintained by the Office of Financial Sanctions (OFS) for all customer transactions. If sanctions apply, we are obliged to report the transaction to the relevant authorities and, in such cases, we shall not make any further payments or process already notified claims and insurers may invoke cancellation rights to terminate affected insurance contracts.

—COMMUNICATION

If you communicate with us via electronic means, including e-mail, we shall take this as your consent to receiving all information from us using the same communication method. However, we will be happy to provide you with any information in a paper format if you request this.

—JURISDICTION AND CHOICE OF LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the laws of England and Wales. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle a dispute or claim that arises out of or in connection with these terms of business or its subject matter.



COMPARE YOUR HGV TRUCK INSURANCE

CALL 0800 912 3081

Email: info@comparehgvinsurance.co.uk

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