



4 Clements Court, Clements Lane, Ilford, Essex IG1 2QY
Telephone: 0800 038 9000 Fax: 020 8911 1444 www.trident-insurance.co.uk

Advanced Insurance Centres Limited Trading as Trident Insurance

Terms of Business

Introduction: Please read this document carefully as it sets out the terms on which we agree to act for our Clients and contains details of our regulatory and statutory responsibilities. Please contact us immediately if there is anything in these terms which you do not understand or agree with.

Status as an independent intermediary: Advanced Insurance Centres Limited T/A Trident Insurance (AIC) is an independent insurance intermediary. AIC is not a subsidiary of any other company and does not own any share capital in any Insurer we deal with. AIC authorised and regulated by the Financial Conduct Authority (FCA) Our Firm Reference number (FRN) is 306128. These details can be checked on the Financial Services Register by visiting the FCA's website: <https://register.fca.org.uk> or by contacting the FCA on 0300 500 8082.

Permissions: We are permitted to arrange cover, deal as an agent of Insurers, assist in placing and administration of general insurance contracts, including mid-term adjustments. As an agent of Insurers, we will assist in claims handling and help with ongoing changes that need to be made. We will introduce to an Insurer premium finance provider(s) as a credit broker, collect and administrate debts in respect of general insurance policies. We will also fully inform our Clients and leave them to decide what policy, insurance provider and cost they feel most comfortable to pay.

Product range: We have access to leading Insurers, and often select your insurance from a wide range of Insurers. However there are times when we use a select panel of insurers/finance providers (please ask if you would like a list of these Insurers) or even a single Insurer/finance provider. At our discretion, we offer Clients the facility to pay by instalments. We will always inform you of our selection range, prior to you committing to purchase an insurance policy or take out a finance plan. In certain circumstances, we may use the services of another intermediary to place your insurance and in these circumstances we will always inform you of the name of the intermediary.

Advised /Non Advised sales: Upon assessment of your requirements, we will make a suggestion for a particular insurance product. This will be confirmed in a demands and needs statement which will clearly state our reasons for our suggestion. Given it is hard to be sure that advice can always be up to date due to Insurer changes to policies and/or cover offered; we think it is always best to inform as fully and best as we can. If we renew your insurance cover with your existing Insurers without re-broking and where no specific suggestion/opinion has been provided we will always make our position very clear in our documentation. Where we provide you with advice we will always make this clear in our documentation.

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Director: R. D. Marshall Registered Office: 4 Clements Court, Clements Lane, Ilford, Essex IG1 2QY

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Consumers Duty to take reasonable care: All Clients must take seriously their obligation and duty to provide complete, accurate and honest answers to the questions we ask when they take out, make changes to or renew their policy. All Clients must tell us if there are any changes to the information set out in the Statement of Fact, certificate of insurance (if applicable) or on their schedule. All Clients must inform us immediately of any changes of information provided by them after they purchase or renew their policy and during the period of their policy.

If the Client has not provided information which is complete and accurate their Insurer may cancel their policy and treat it as if it never existed, refuse to pay any claim or not pay any claim in full, revise the premium and/or change the compulsory excess or the extent of the cover may be affected.

For Motor Clients it is an offence under the Road Traffic Acts to provide incomplete information to the questions asked in their application for the purpose of obtaining motor insurance. All Clients should keep a record (including copies of letters) of all information provided to them or us for their future reference. A copy of the completed application form (if applicable) will be supplied on request within a period of 3 months after its completion.

Commercial Clients Duty of Disclosure obligations: We are a Data Controller for the information you provide to us including individual identification details, policy history and special category data (such as medical or criminal history)

Details of our legal basis for processing your information, along with details of any third party recipient whom it may be necessary to share your personal data with in order to fulfil the contract, retention period for data held, security of your data, your rights under the General Data Protection Regulations including the right to complain can be found in our Privacy Notice on our website www.trident-insurance.co.uk or can be supplied on request by calling 0800 038 9000.

Your attention is drawn to the accompanying Duty of Disclosure and Fair Presentation document, which sets out a number of your obligations. In addition, you have an obligation for all services that we provide to you when arranging your insurance cover, to supply us with all relevant information in relation to your business to enable us to provide our service. Such information must be supplied in a format which allows us to provide a clear presentation to Insurers on your behalf. We will rely on any information supplied to us by you and /or your previous insurance broker.

Confidentiality of Information & Data protection: To help make sure you receive a competitive quotation, offer of appropriate options, protection against fraud and to verify your identity, Insurers may use publically available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

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All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance. Where you have given us your consent we may use the data we hold about you to provide you with a renewal quotation and information of products and services we consider may be appropriate.

By using our services you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected.

We will also retain and use your personal information for as long as is necessary to comply with our legal and regulatory obligations, as well as to resolve disputes and enforce our agreements. Under the General Data Protection Regulations 2018 (GDPR), you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please look at our Privacy Policy on our website www.trident-insurance.co.uk If you want to know further information on your rights under the GDPR please refer to the Information Commissioners Office at www.ico.org.uk

Fees and Charges:

We reserve the right, at our discretion to levy or waive the need to make an administrative charge dependent on value, the complexity involved and number of staff required to deliver the finished policies for you. For generating the new business twenty five to five hundred pounds, renewal fifty to five hundred pounds, mid-term adjustment twenty five to five hundred pounds, replacement of lost documents fifteen to twenty five pounds and temporary changes twenty five to five hundred pounds We may or may not also charge for other administrative costs incurred e.g credit checks fifteen pounds, dishonoured cheques twenty five pounds, Financial Services Compensation Scheme, the Financial Ombudsman Service and the Financial Conduct Authority. A charge may be levied for the time spent involved in negotiations with underwriters and/ or Insurers where a director of the company has had to become involved the rates for time would be charged at sixty pounds for every ten minutes. Where Legal Expenses and Claims management is purchased the fee will be fifteen pounds which is non-refundable after fourteen days and Breakdown cover will cost seventy five pounds which again is non-refundable after fourteen days.

These fees may be subject to change and where that is the case you will always be informed of the actual fee in writing before you make your decision to purchase insurance from us.

We usually receive a commission from an Insurer when placing your business, however where we arrange cover, which is subject to no commission or a low commission payment from Insurers, we will charge a minimum arrangement fee between twenty five to five hundred pounds depending on the value, size and complexity of the transaction.

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We also usually receive a commission when placing your business from a finance provider when arranging finance for you. We occasionally receive additional remuneration from other associated business partners for business we place with them.

We will always advise you of the actual amount when we are providing you with a new or renewal quotation. Please feel free to ask us for any further information.

How and when to make payments: You as the insured Client must provide the premium due in cleared funds in accordance with the amounts and payments date specified in our letter/invoice to you. Failure to meet the payment date may lead to Insurers cancelling your policy.

We will accept payments by cash (subject to a limit) cheque, debit or credit card or by bank transfer. It is sometimes possible to spread payments through our select number of premium finance providers you could choose an Insurers instalment scheme. Acceptance will be subject to a credit check.

If you choose to pay for your insurance premium through one of our preferred finance providers (you are entitled to ask for a list of providers) we will provide you with a list of costs of your instalments and a document outlining key features of the agreement. Please note that cover will cease if you fail to keep up payments under a credit agreement. If we are asked to cancel the policy by a third party premium finance provider due to non-payment, we will undertake this action. However we will be acting as your agent in the process.

How your payments are handled: We are authorised and regulated by the Financial Conduct Authority in respect of our current Consumer Credit permissions. We hold all Client money, which includes money collected for onward transmission to Insurers and refund payments to Clients, in a Client bank account with an approved bank under the Statutory Trust arrangement in accordance with Financial Conduct Authority rules.

Please note refunds will not be paid out until Insurers have credited us with the refund in cleared funds. We are not entitled to use Client money to pay commission to our company until we receive the relevant premium from the Client.

In some circumstances we may need to use another intermediary to arrange your insurance, as a result we pass money through the other intermediaries Client accounts before finally paying it to the Insurer. Any monies held when acting as an agent of the Insurer are deemed as having been received by the Insurer. This money is also held in the same Client account. It is our policy to retain any interest that may be earned on monies in the Client account.

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Risk Transfer and Co-mingling Premiums paid to us as the duly appointed agent of the insurer for the purposes of insurance cover + insurance premium tax, shall be viewed by the Insurers as having been paid to them. Returns of Premium paid to us by the Insurers in the event of a cancellation or refund are to be paid directly by us to the Client only on receipt of cleared funds from the Insurer, less any charges that may have been applied. Rather than have individual bank accounts for every Insurer we deal with the Regulator has allowed that all premiums held by us can be co-mingled as the incorporation of the trust is set up to protect Clients money first and foremost

Cancellation rights: Your policy document will provide you with specific information on your full rights to cancel your insurance. A personal policy which lasts more than one calendar month offers you the facility to cancel the cover (providing there have been no claims) within fourteen days from the policy start date or the date when you receive the full documentation from us or your Insurers, whichever occurs later. You will be entitled to a refund of premium less our administration charge between twenty five pounds to one hundred dependent on the complexity of unwinding the policy, and a charge by your Insurer for the time your insurance was in place. You must contact us in writing or by e-mail should you want to exercise your right to cancel.

Refund procedures (outside of cancellation rights or a mid-term adjustment resulting in a refund): Where you cancel your Personal insurance outside of the fourteen day cancellation or cooling off period or where you cancel your Commercial policy at any time we reserve the right to charge for our time in providing you with the information provided and administration costs involved. This will result in us retaining our full original commission and fees and will reduce the amount refunded to you. You must confirm your cancellation in writing by letter, email or fax as well as by phone to Trident Insurance as shown at the top of the front page of this document.

Where you wish to cancel your insurance during the fourteen day cancellation/cooling off period a charge will be levied by the Insurer for the time on risk they had whilst insuring the motor vehicle on a pro rata basis, and we will make an administration charge from the residue premium to be returned dependent on the value, complexity of the insurance and amount of people involved of between twenty five and two hundred and fifty pounds.

For some insurance contracts, insurers will not provide refunds at all for mid-term cancellation of cover. We will advise you of this if it affects you. Taking into account the administration costs when amending your policy, we do not provide refunds of less than twenty pounds.

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Renewal of Contract: We will always write to you in good time before the renewal date. Renewal of the contract of insurance is based on the information you supplied when we arranged your current contract along with any amendments you have made during the period of cover. It is absolutely vital you let us know of any changes to your requirements. We will not assume you wish to renew without receiving your consent.

Notification of claims or incidents: Many Insurers provide a twenty four hour helpline in respect of claims. Please check your policy document for contact details, also please ensure you report all incidents that could give rise to a claim as soon as you become aware, either by contacting the Insurer or ourselves. In some circumstances late notification can result in a claim being rejected. If you receive correspondence from a third party in relation to your claim, please pass it onto us or your Insurer unanswered. If you require any assistance regarding a claim or incident, please do not hesitate to contact us.

Conflicts of interest: Our company ethics and culture towards service means we do not ever deliberately put ourselves in a position where our interests or our duty to another party, prevents us from discharging our duty of service to you as our Client

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 we will ask for your consent to proceed

Bribery and corruption: The company culture and ethics of Advanced Insurance Centres Limited T/A Trident Insurance mean we do not bribe or use any other means to improperly influence the decisions of our Clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010

Financial Crime: Please be aware that current UK money laundering regulations require is to obtain adequate 'Know Your Client' information about you. We are also requires to cross check you against the HM Financial Sanctions List as part of the information gathering process.

We are obliged to report to the National Crime Agency and or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to Insurers or Clients

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Complaints procedures: Our aim is to provide all of our Clients with an excellent level of service, throughout the whole procedure of buying insurance. We take complaints very seriously and with this in mind we have developed a customer Complaints Procedure which lets you know how you can get in touch with us and how we deal with your complaint or issue.

Should you need to make a complaint, please contact our Complaints Manager, Robert Marshall using any of the following methods: In person; In writing to Trident Insurance, 4 Clements Court, Clements Lane IG1 2QY; By telephone 0800 038 9000 or by e-mail to robertmarshall@trident-insurance.co.uk We will endeavour to resolve the complaint by the close of business on the third business day following receipt of your complaint. However if this is not achievable, you can be assured we will deal with your complaint promptly and fairly, in line with our formal Customer Complaints Procedures, a copy of which is available upon request

- a) We aim to resolve complaints within three business days following receipt of the complaint, however if we can't we will deal with the complaint promptly and fairly;
- b) We will write to you within five working days to acknowledge your complaint and provide details of who is handling your complaint;
- c) We will keep you informed of the progress of your complaint as our investigations proceed;
- d) We aim to provide a final response to your complaint within eight weeks from receipt of your complaint;
- e) If we cannot provide you with a final response within eight weeks from the date of receipt of your complaint, we will outline the reasons for the delay and provide you with an indication of when you can expect a response;
- f) When investigating your complaint, we will take into account any financial losses or material inconvenience you have suffered. Our final response letter will set out the reasons for our decision and we will make it clear to you, as to whether we accept or reject your complaint;
- g) If you are in anyway dissatisfied with our final response, or if we have been unable to provide our response to you within eight weeks of receiving your complaint, you may be eligible to refer the matter to the Financial Ombudsman Service (FOS) free of charge if you are an individual consumer, a natural person acting for purposes which are outside your trade, business, craft or profession. A micro enterprise (an enterprise that employs fewer than ten people and whose annual turnover and/or annual balance sheet total does not exceed two million euro or a charity which has an annual income of one million pounds at the time the complainant refers the complaint or a trustee of a trust which has a net asset value of less than one million pounds at the time the complainant refers the complaint or a consumer who is a member of a business, charity or trust who is complaining as a beneficiary of a group policy

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The Ombudsman might not be able to consider your complaint if what you are complaining of happened more than six years ago and you are complaining more than three years after you realised (or should have realised) that there was a problem

If we think that your complaint was made outside of these time limits we will leave this matter for the Ombudsman to decide. If the Ombudsman agrees with us, they will not have our permission to consider your complaint as so will only be able to do so in very limited circumstances.

If you do decide to refer your complaint to the Ombudsman you must do so within six months of the date of the final response letter. If you do not refer your complaint to the Ombudsman within six months of the date of our letter, the Ombudsman will not have our permission to consider your complaint and will only be able to do so in very limited circumstances. Very limited circumstances include where the Ombudsman believes that the delay was the result of exceptional circumstances.

The FOS offer an independent service for resolving disputes and you may contact the FOS by calling their consumer helpline on 0800 0234567 (free for people phoning from a fixed line e.g a landline at home) or 0300 1239123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02).

Writing to them at Exchange Tower, London E14 9SR and E-mailing is to: complaint.info@financial.ombudsman.org.uk. The FOS website is: <http://www.fos.org.uk>

We will include a copy of the FOS's 'Your Complaint and the Ombudsman' in all resolution letters (with the exception of those complaints resolved within three working days) and eight weeks response letters

Solvency and compensation: We do not guarantee the solvency of any Insurer we place business with. As a company we are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer lending i.e credit broking/lending. The FSCS is the UK's compensation fund of last resort for Clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for ninety percent of the claim with no upper limit, although compulsory insurance is protected in full. Further details regarding the FSCS can be obtained from its website www.fscs.org.uk

Termination of agreement: Our agreement may be terminated by either one of us giving 14 days' notice in writing to the other. Termination is without prejudice to the transactions already initiated by you, which will be completed according to these terms of business unless we agree otherwise.

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You will be liable to pay for any outstanding transactions or adjustments prior to termination without any penalty as long as these are settled immediately on termination. We will be entitled to retain any and all fees or commission payable in relation to insurance cover placed by us prior to the date the of written termination

Law and jurisdiction: The terms of business are governed by and construed in accordance English Law. In relation to any legal action or proceedings arising out of or in connection with these terms of business, we both irrevocably submit to the non-exclusive jurisdiction of the English courts

Last updated 014/02/2018

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