

**Road Runner ("the Company", "we", "us", "our") Terms of Business – June 2014****About These Terms**

All the work we do for you is governed by these terms of business and any agreed written variation. This is an important document. Please keep it for future reference.

These terms of business contain important provisions that limit our liability, in broad terms, to £10 million. They may not be varied unless agreed in writing and signed by the Chairman of Aston Scott Ltd.

**Our Company**

Road Runner is a trading name of Aston Scott Ltd of Malling House, West Malling, Kent, ME19 6QL and is authorised and regulated by the Financial Conduct Authority under registration number 308048.

The Company is a specialist insurance intermediary and provides insurance products for the motor trade and other product areas on a non-advised basis.

**Financial Conduct Authority (FCA)**

The FCA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

Our permitted business is arranging general insurance contracts. You can check this on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

**Our Services**

- We will act for you independently as an Insurance Broker.
- We regularly review the insurers with whom we place business to ensure that their products and service meet your requirements.
- We will negotiate terms on your behalf with Insurers, and provide you with sufficient information so you can make an informed decision; including arranging with the Insurer for your policy to start; and help you with any on-going changes you have to make.
- We will normally act on your behalf in arranging your insurance requirements. However, in some circumstances we may act for or owe a duty of care to other parties such as Insurers. This will usually occur when we act as the insurance company for undertaking insurance company's tasks.

**Claims notification**

It is a condition of your policy that in the event of any accident, injury, loss or damage you must notify your insurer without delay, whether the accident is your fault or not. Notification to the Company does not constitute notification to the Insurer.

**Our Dealings with You**

- We aim to treat you fairly and to meet the following outcomes in all our dealings with you:
  - You can be confident that you are dealing with a firm where the fair treatment of customers is central to our corporate culture.
  - The products and services that we have marketed and sold to you are designed to meet your needs as far as possible.
  - We have provided you with clear information and you have been kept appropriately informed before, during and after the point of sale.
  - You have been provided with products that perform as we have led you to expect and the associated service is both of an acceptable standard and as you have been led to expect.
  - You will not face unreasonable post-sale barriers to change product, switch provider, submit a claim or make a complaint.
- We will give you full information about the products and services we offer you, including costs or charges (if any) in addition to the premiums and explain why the policy is suitable for your insurance needs.
- If requested, we will tell you what our commission is and any other amounts we specifically receive for arranging your insurance or providing you with any other services.

**Credit Checks**

As part of assessing your application for insurance, Road Runner and your insurers may be required to undertake a credit check as part of the application procedure.

**Whose Products Do We Offer?**

- For our scheme business we offer products from a limited number of insurers. We also reserve the right to transfer the scheme members to a new insurer or panel of insurers, in the event of the holding insurer withdrawing from the scheme or whose terms are no longer competitive or no longer meet the needs of our clients insured under the scheme.
- It is our normal practice to regularly assess the financial strength of the insurance companies that we deal with. Whilst we observe the financial ratings applied by independent agencies along with other readily available information, we are unable to guarantee the financial strength of an insurer.

**Termination**

Our authority to act on your behalf may be terminated at any time, without penalty, by either of us giving written notice to that effect. Such termination will be without prejudice to either party's obligations to complete transactions already initiated on your instructions whether written or oral.

**Client Money**

Client money is money that we receive and hold on behalf of our clients over the course of our relationship and you consent to us handling your money as follows:-

We will treat any cash balances held by us for you in accordance with the FCA's Client Money Rules. This means that such monies are held separately from our own money. We will hold such cash in our client bank accounts with suitable UK banks, which will be statutory trust accounts as defined in the Client Money Rules.

In most cases we will have a risk transfer agreement with the Insurance Companies whereby any money received by us will be as if the Insurer has received it and the Insurance Company will bear the risk of any losses in the event that our firm becomes insolvent. In the same way, we may have an agreement with the Insurance Company whereby we handle claims money or premium refunds that remain our responsibility until we pay you.

In cases where we do not have risk transfer agreements with Insurance Companies, we will hold your money in a statutory trust client money bank account. FCA Rules that seek to protect customers against the inability of us to transfer your premium to your Insurance Company or to transfer a refund or claims money to you govern this account.

If we use another intermediary to place your insurance, we may need to transfer your money to that party but we remain responsible for your money until the Insurer receives it. Occasionally, this might require transferring your money to a third party outside of the UK, if this happens we will tell you as your money might be subject to different regulatory systems than that of the UK.

We do not pay interest on premiums held by us in the course of arranging and administering your insurance.

If you do not want us to handle your money as above, please contact us immediately.

**Client Records**

You have a right to inspect copies of contract notes, and entries in our books or computerized records relating to your transactions with us. We keep records of our business transactions for at least 6 years.

**What You Will Have To Pay Us For Our Services**

- We derive our income from commission and fees. Prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding commission which we may have received as a result of placing your insurance business.
- All premium rebates from insurers will be transacted net of commission.
- If we propose to charge you fees for our services we will identify the fee clearly on our documents. The following standard charges (which are in addition to the insurer's premium) apply to the types of transactions listed below:
  - Quotations: No charge
  - New Business Administration Fee: £50
  - Renewal Administration Fee: £50
  - Adjustments to Policy Fee: £15
- If you pay by credit card, you will be charged an additional fee of 3% of the transaction amount.
- Any cancellation of a policy, other than where the Policyholder invokes his right to cancel during the first 14 days from the inception or renewal date, will incur a minimum charge equivalent to 15% of the refunded premium allowed by insurers.

**Complaints**

At Road Runner we are proud of our reputation for high quality and excellent service. If, on any occasion our service falls below the standard you expect, you should communicate directly to Andrew G Scott ACII, Chairman, at 28 Dingwall Road, Croydon, CR0 2NH, telephone number 03301 008720. It is the Company's policy to acknowledge your complaint within 5 business days and provide you with a written response within twenty business days.

If after making a complaint you are still dissatisfied you may be able to take your complaint to the Financial Ombudsman Service.

Their address is Financial Ombudsman Service, Exchange Tower, E14 9SR  
Telephone number 0800 023 4567  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Our Liability

Despite our best efforts we may make a mistake, by which we mean any breach of our duties to you. If we do, and are liable to compensate you, you agree that our liability is limited in the following respects:

- Our maximum liability for any mistake whether arising under statute in contract or in the tort of negligence (but excluding fraud) is £10 million including contractual and statutory interest (unless we agree a different amount with you in writing);
- This overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake;
- For the purposes of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;
- We have no liability for any indirect or consequential loss or loss of anticipated profit or other benefit;
- We are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it);
- These limits on our liability shall apply to work done under this contract and any future work unless we agree different terms with you;
- We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or financial crime legislation;
- We believe the limitations on our liability set out in this section are a reasonable amount having regard to our assessment of:
  - The amount of any likely liability to you if we make a mistake;
  - The availability and cost of professional indemnity insurance; and
  - Possible changes in the future availability and cost of insurance;but we are happy to discuss the limit with you if you consider it insufficient for your purposes, and if appropriate we may then consider whether we are able to provide a higher limit at extra cost.

The above provisions do not affect any right to compensation you may have under the Financial Services Compensation Scheme, as described below.

## Compensation

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.

The scheme provides cover 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.

Further information about compensation scheme arrangements is available from the FSCS, details of which can be found on their website – [www.fscs.org.uk](http://www.fscs.org.uk). They can be contacted on their telephone number 0800 678 1100

## Quotations

Unless otherwise agreed any quotation will remain valid for a period of fifteen days from the date of issue of the quotation.

## Cancellation Rights

If you have bought your policy for purposes which are outside your trade, business or profession, you have a legal right to cancel the policy and receive a refund up to 14 days after the latter of the following dates:

- The date on which you accept the quotation and instruct us to arrange cover on your behalf; or
- The date on which you receive your policy documentation.

Please contact us within the 14 day period should you wish to cancel your policy.

Any cancellation of a policy, other than where the Policyholder invokes his right to cancel during the first 14 days from the inception or renewal date, will incur a minimum charge equivalent to 15% of the refunded premium allowed by insurers.

## Payment of Premiums

Many of our clients choose to utilize the instalment facilities that we have negotiated with Premium Credit Ltd, and we will be more than happy to assist you in deciding upon the most appropriate method of payment.

Under the terms of our agency agreements, we become responsible for premium payment as soon as a policy becomes effective, and for this reason we must ask for payments to be made or instalment plans to be agreed, prior to relevant effective dates

Netbanx is an electronic payment provider appointed by the company to take all debit and credit card payments. The provider, not us, stores the card details. The provider is 3-D Secure and PCI compliant.

## No Claims Discount

Where we have allowed a premium discount based on your driving experience we will need to see documentary evidence of your entitlement to such discount. This may be proof of no claims bonus from a previous motor trade policy you held in your name, a letter from your previous employer confirming claim free driving whilst driving on a company policy or a copy of your no claims discount earned or currently being used on a private car commercial vehicle or motorcycle policy. **Please read the important information section below which explains the consequences of not providing important information fully and accurately.**

## Driving Licences

We require current copies of both the paper counterpart and back and front of the photocard for all drivers. The information contained on your driving licence contains important information. **Please read the important information section below which explains the consequences of not providing important information fully and accurately.**

## Proof of trading

At any point during the life of this policy the policyholders may be required to produce proof of trading. Our product is only available to people who are involved in the Motor Trade with the intent of generating a profit or income from their activities. **Please read the important information section below which explains the consequences of not providing important information fully and accurately.**

## Motor Insurance Database (MID)

In accordance with the 4th European Union Directive (and any subsequent legislation), the Company will endeavour to assist Policyholders in complying with the legislation surrounding the notification of vehicles to the MID. The Company may charge for this assistance. It should be noted that the responsibility for notification of vehicles or information remains with the Policyholder and the Company cannot accept responsibility for any item either incorrectly registered or not registered on the database whether notified to the Company or not.

## Confidentiality/Security

We may be required from time to time to disclose personal information about you. We will not do this unless:

- You have given us specific instructions to do so
- We are required to do so because we are authorised and regulated by the Financial Conduct Authority
- We are required to do so by law

We are registered under the Data Protection Act 1998 and will abide by the rules laid down at all times. We will also take appropriate steps to ensure that any money, documents or other property/information we hold on your behalf is secure at all times.

## Data Protection

Information about your 'data' (including 'sensitive data' as defined in the Data Protection Act 1998) will be put on to our database/manual records and held, processed, disclosed and used by us and our third party product providers in servicing our/their relationship with you, including verification and money laundering checks. By accepting these terms of business, you agree to that storage use and disclosure.

For your security and training purposes, telephone calls may be recorded. The recordings may be used as evidence in the event of any dispute with us.

You agree to us sharing any information that we hold about you with a fraud reference agency should it be required.

Unless you notify us otherwise, you agree that Road Runner and its third party product providers may use and analyse your 'data', including the nature of your transactions to give you information by post, telephone, fax, SMS or e-mail about our/their products and services and those of selected third parties which may be of interest to you.

## Law and Jurisdiction

All documents including policies will be written in English. These terms of business will be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales as the forum for determining and disputes arising therefrom.

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## IMPORTANT INFORMATION

### WARNING

#### Your duty to give information

**IT IS IMPORTANT THAT YOU UNDERSTAND YOUR DUTY TO PROVIDE ALL MATERIALLY IMPORTANT INFORMATION, FULLY, COMPLETELY AND ACCURATELY TO US AND YOUR INSURERS NOT ONLY WHEN YOU TAKE OUT YOUR INSURANCE, BUT ALSO THROUGHOUT THE LIFE OF YOUR ARRANGEMENT, AT THE ANNUAL RENEWAL OR AT ANY OTHER TIME WHEN CHANGES OCCUR.**

Materially important information is any information that could influence an insurer's decision to accept your risk including the cost of your insurance. For example, details of previous insurance claims that you have made, or reported. Personal information about you, such as Criminal Convictions (you have a duty to give this information even when the insurance relates to a business and not you). General information about the risk, such as:

Deterioration of health or driving record  
Any changes in the type of work that you undertake or the type of vehicles you work with  
Alterations to your location of work or the premises you occupy  
Removal of sprinkler systems or alarm systems and/or their response  
Details of any losses or damage, whether or not you have made a claim

If you are not sure how much information to provide or do not understand the question please ask.

The reason why this is vital and extremely important is that if you fail to tell us something, your policy may leave you with no insurance protection; insurers may not pay any claims and will cancel your policy. You will find it difficult to re-arrange cover because you did not tell an insurer everything, and you will have to disclose this fact when you reapply for insurance.

**FAILURE TO DISCLOSE THESE FACTS MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.**

### WARNING

#### Warranties and Conditions Precedent

Your policy contains a number of WARRANTIES and CONDITIONS PRECEDENT. These terms do not relate to benefits you get from the policy, but relate to things which you must comply with word for word; otherwise the insurer might not pay any claims and might cancel your policy from the start. Even if there is no connection between a breach of these terms and the cause of the loss.

Failure to comply with these terms may leave you with no insurance cover and your claim not being paid!

A warranty typically means that you must comply with terms in order that your insurance protection remains operative.

Conditions Precedent: Some conditions do impose a responsibility on you to have done something or completed something before a certain section of the policy will operate. If you do not do the thing stated, cover will not be in place.

**FAILURE TO COMPLY MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.**

### IMPORTANT

Warranties are not always referred to as such within a policy and schedule. They may be referred to as conditions, endorsements, special terms as well as warranties.

It is important that you look out for these and if you have any doubt about a particular statement, please ask us for advice.

**FAILURE TO COMPLY WITH THESE MAY LEAVE YOU WITHOUT ANY COVER IN THE EVENT OF A CLAIM AND THE CLAIM MAY NOT BE PAID.**