

## **Terms of Business**

### **Accepting Our Terms of Business**

By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. Please read these terms carefully. If you have any questions about this Terms of Business document or have any questions regarding our relationship with you, please contact us.

### **About us**

Acorn Insurance and Financial Services Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Our firm reference number is 311873, which may be verified on the FCA's Register by visiting the FCA's website at <http://www.fca.org.uk> or by contacting the FCA on **0800 111 6768**

Acorn Insurance and Financial Services Ltd is registered in England and Wales, Company Number 01636368. Its registered address is 98 Liverpool Road, Formby, Liverpool, Merseyside, L37 6BS.

We are permitted to arrange and deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies.

All our sales are conducted on a non-advised basis. This means that you will not receive any advice or personal recommendations from us. We will provide details about the products or policies from which you can decide about their suitability for you.

Acorn Insurance, Acorn Insurance Group, Motorcade Insurance, Carrot Insurance Services, Flag, Insurance (Brokers), Street Cover, Acorn Protect, Pay How You Drive, TaxiMaster Insurance, Ladies First, Briefly, Brieflycover, Acorn Claims, Haven Claims, and Granite Underwriting are trading names of Acorn Insurance and Financial Services Ltd.

### **Product Providers**

We only select insurance products from a limited number of insurers; please visit our website at [www.acorninsure.co.uk](http://www.acorninsure.co.uk) to see a list of the insurers we deal with and to find out more information about the companies that we use and the services that we offer. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

For policies purchased online either via our website or on an aggregator site (commonly referred to as price comparison sites), we will only select an insurance product from a single insurer, Haven Insurance Company Ltd.

### **Additional Optional (Add-On) Products**

<b>Product</b>	<b>Policy Providers</b>	<b>Ultimate Insurer</b>
Public Liability Insurance	Carroll Holman Insurance Brokers	Faraday Lloyds Syndicate 435
Keycare Cover	Keycare Limited	AA Underwriting Company Ltd
Breakdown Cover UK*	Haven Insurance Company Limited	Haven Insurance Company Limited
Breakdown Cover UK & EU	Haven Insurance Company Limited	Haven Insurance Company Limited
Excess Reimbursement	Haven Insurance Company Limited	Haven Insurance Company Limited
Guarantee Taxi Hire	Haven Insurance Company Limited	Haven Insurance Company Limited
Family Legal Solutions	ARAG Legal Expenses Insurance Company Limited	ARAG Legal Expenses Insurance Company Limited
Home Emergency Cover	ARAG Home Emergency Insurance Company Limited	ARAG Home Emergency Insurance Company Limited

Any additional optional add on policies which you purchase run alongside your main insurance policy and cannot be

purchased separately.

\*For breakdown cover there is no cover for any insured incident occurring **within 48 hours** following your initial purchase of the policy.

## Compensation arrangements

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 as follows:

- 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, also without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS on **0800 678 1100** or **020 7741 4100** or by visiting <http://www.fscs.org.uk>.

## Your duty of disclosure

### Consumer customers:

If the insurance you are buying or renewing is arranged exclusively for personal use, providing cover for you in a private capacity outside of purposes relating to your trade, business, or profession you are a consumer customer. As a consumer you must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, renewal of your insurance policy and when an amendment to your policy is required, should be honest and accurate.

If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid. We use your information to carry out checks on databases which help detect and prevent fraud and financial crime. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how your details may be used or how the information held by fraud prevention agencies may be used can be obtained from us at your request.

### Commercial customers:

If the insurance is arranged wholly or mainly for purposes related to your trade, business, or profession you are a commercial customer and you have a duty of fair presentation which means you must disclose every material circumstance and take reasonable searches which is important to the assessment of your insurance risk. Alternatively, you must disclose sufficient information that would put the insurer on notice that it needs to make further enquiries to establish those material circumstances. Otherwise, incorrect information may invalidate your insurance.

This duty applies throughout the life of your policy when any variation is made and when you renew your insurance. Material facts are any facts which may influence the insurer's decision to accept the policy and/or what terms are applied. Failure to disclose a material fact may invalidate your insurance and could mean that part or all of a claim may not be paid. We use your information to carry out checks on databases which help detect and prevent fraud and financial crime. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how your details may be used or how the information held by fraud prevention agencies may be used can be obtained from us at your request.

## **Cancelling Your Insurance**

### **How to cancel**

You can cancel your policy at any time by contacting us on **01704 339 000**, or by completing a policy cancellation form at [www.acorninsure.co.uk](http://www.acorninsure.co.uk). Alternatively, you can contact us on Webchat at [www.acorninsure.co.uk](http://www.acorninsure.co.uk). If you are paying by Direct Debit, please speak to customer services before cancelling your Direct Debit Agreement.

### **Your Cancellation Rights**

#### **Within 14 days**

If you are a consumer, buying or renewing a policy which provides cover for you in a private capacity, and your policy is for a duration of 31 days or more, you have the right to cancel your policy within the "cooling off period" which is 14 days from when you purchase your policy, or when you receive your policy documents, whichever is the later. For a renewed policy, this is within 14 days of your renewal date.

Provided your policy is for a duration of 31 days or more and you have not made a claim, or a claim has not been made against you, we will return to you the amount you have paid us, after deducting;

- A pro-rata deduction of the total premium for the time that you have been on cover
- A £25.00 new business or renewal arrangement fee
- No cancellation fee

Where the amount that you owe exceeds the amount that you have paid us, you will be required to make payment for the outstanding amount.

Please refer to your policy summary or your policy document for further details about cancelling your policy.

We consider Taxis, Commercial Vehicles, and Motor Trade policies to be commercial business and as a result no statutory right to cancel (cooling off period) applies, however you can still cancel your policy at any time. This means that we will treat the cancellation as if it was made outside of the cooling off period, see the section below for further details.

#### **After 14 days**

If you wish to cancel outside of the statutory cancellation period of 14 days (where this applies), provided your policy is for a duration of 31 days or more and you have not made a claim, or a claim has not been made against you, we will return to you the amount you have paid after deducting;

- A pro-rata deduction of premium for the time that you have been on cover
- Our arrangement fee as set out in the section fees and charges
- Our cancellation fee as set out in the section fees and charges

Where the amount that you owe exceeds the amount that you have paid us, you will be required to make payment for the outstanding amount.

Please refer to the section below for further information about our Fees and Charges. Please also refer to your policy document for further details about cancelling your policy and circumstances when your insurer may retain/charge the full premium when they or we cancel your policy on behalf of the insurer.

### **Short Term Policy Cancellations**

#### **7/30/90 Day Policies**

In the event of cancellation of a 7/30/90 day policy, there is no return premium from the insurer when outside the cooling off period (if applicable), Please refer to your policy documents for full details. This does not affect your statutory rights.

### 30 Day Private Car Subscription Policies

In certain circumstances we may be able to offer you the option to purchase a 30-day subscription policy. By choosing this option, unless you opt out of auto renewal, you will be providing your consent for us to set up a Continuous Payment Authority with your bank or building society. We will only collect the amounts set out in your renewal notice

You can cancel this authority at any time by contacting us and letting us know that you would like to withdraw your permission for money to be taken from your card. You also have the right to cancel the authority directly with your cardholder. Should you provide us with third parties card details, it is imperative that you inform the cardholder who will be making any payments about the continuous payment authority.

You may cancel your subscription policy at any time and provided you have not made a claim, or a claim has not been made against you during the policy period, you will receive a refund for the remaining days of cover.

#### Add On Products

You can cancel your optional add on products at any time. If no claim has been made on these policies you will receive a pro rata refund from the Insurer, with the exception of Keycare cover. Please note, if you have made a claim or reported an incident which may give rise to a claim under these policies your insurer will retain the whole premium.

For Keycare cover if you cancel the product within 14 days of either receiving the policy documentation or from the start date (whichever is later) than any premium already paid for this product will be returned providing no claim has been made on the policy. If you cancel outside of this period, there is no entitlement to a refund of premium.

Cancellation of your main policy will automatically result in the cancellation of any additional optional add-on policies.

#### Payment of Refunds

Where applicable, all refunds will be processed to the same debit/credit card that was used to make payment on the policy. If you were paying for your premium by Direct Debit, any refund will be offset against any outstanding Direct Debit payments and any shortfall will become payable by you. If you are paying by Direct Debit, your insurer may pay your claim settlement to the finance house to discharge any sums owed to them.

If you take out a new policy with us and make payment towards this new policy but have a previous policy with us that has an outstanding balance, we reserve the right to transfer any money paid on the new policy to cover the debt outstanding on your previous policy.

## Fees and Charges

In addition to premiums charged by insurers, we make the following charges. The table below is here to help you understand what fees are charged and when they are charged. Such charges are non-refundable.

### Car

<b>30 Day Policy</b>	
<b>Arrangement Fees</b>	
For setting up your policy	£15.50
<b>Refund of Arrangement Fees</b>	
Cancelling your policy before it starts, or within 14 days of its start date	Non-Refundable
After 14 days of the policy start date	Non-Refundable
<b>Mid-Term Adjustment Fees</b>	
To make any changes to your policy after the policy starts	Not Applicable
<b>Cancellation Fees</b>	
Cancelling your policy within 14 days of start date	Not Applicable
Cancelling your policy after 14 days of start date	Not Applicable

<b>30 Day Subscription Policy</b>	
<b>Arrangement Fees</b>	
For setting up your policy	Between £22.50 -£97.50
To renew your policy	£22.50
<b>Refund of Arrangement Fees</b>	
Cancelling your policy before it starts, or within 14 days of its start date	Between £22.50 - £72.50
After 14 days of the policy start date	No Refund
<b>Mid-Term Adjustment Fees</b>	
To make any changes to your policy after the policy starts	Nil
<b>Cancellation Fees</b>	
Cancelling your policy within 14 days of start date	Not Applicable
Cancelling your policy after 14 days of start date	Not Applicable

<b>30 Day Impound Policy</b>	
<b>Arrangement Fees</b>	
For setting up your policy	£65.50
<b>Refund of Arrangement Fees</b>	
Cancelling your policy before it starts, or within 14 days of its start date	Non-Refundable
After 14 days of the policy start date	Non-Refundable
<b>Mid-Term Adjustment Fees</b>	
To make any changes to your policy after the policy starts	Not Applicable
<b>Cancellation Fees</b>	
Cancelling your policy within 14 days of start date	Not Applicable
Cancelling your policy after 14 days of start date	Not Applicable

<b>Annual Car Policy/Annual Telematics Policy</b>		
<b>Arrangement Fees</b>		
For setting up your policy	£97.50	
To renew your policy	£92.50	
<b>Refund of Arrangement Fees</b>		
Cancelling your policy before it starts, or within 14 days of its start date	Refund for New Business Policies	£72.50
	Refund for Renewals	£67.50
After 14 days of the policy start and/renewal date	No Refund	
<b>Mid-Term Adjustment Fees</b>		
To make any changes to your policy after the policy starts	£30.00	
<b>Cancellation Fees</b>		
Cancelling your policy within 14 days of start date	Nil	
Cancelling your policy after 14 days of start date	£75.00	

\*If you have a Telematics policy, please also refer to the Telematics supplementary mid-term adjustment fees and cancellation device fees listed below to understand the total amount.

## Telematics Supplementary Fees

In addition to the above listed charges for change of vehicle and cancellation, the below charges will also be applied, depending on your device type;

<b>Hard Fitted Device</b>		
Change of Vehicle (New Device)	£105.00	
Device Removal	£50.00	
Cancellation	New Policy	£105.00*
	Renewal	£52.50

<b>Self-Fitted Device</b>		
Change of Vehicle	New Device	£34.00
	Cradle Only	£18.00
Device Removal	Not Applicable	
Cancellation	New Policy	£34.00*
	Renewal	£17.00

\*The amount charged will depend on what model of device has been fitted which will be declared to you prior to your purchasing the policy.

## Van

<b>30 Day Policy</b>		
<b>Arrangement Fees</b>		
For setting up your policy		£15.50
<b>Refund of Arrangement Fees</b>		
Cancelling your policy before it starts, or within 14 days of its start date		Non-Refundable
After 14 days of the policy start date		Non-Refundable
<b>Mid-Term Adjustment Fees</b>		
To make any changes to your policy after the policy starts		Not Applicable
<b>Cancellation Fees</b>		
Cancelling your policy within 14 days of start date		Not Applicable
Cancelling your policy after 14 days of start date		Not Applicable

<b>30 Day Impound Policy</b>		
<b>Arrangement Fees</b>		
For setting up your policy		£65.50
<b>Refund of Arrangement Fees</b>		
Cancelling your policy before it starts, or within 14 days of its start date		Non-Refundable
After 14 days of the policy start date		Non-Refundable
<b>Mid-Term Adjustment Fees</b>		
To make any changes to your policy after the policy starts		Not Applicable
<b>Cancellation Fees</b>		
Cancelling your policy within 14 days of start date		Not Applicable
Cancelling your policy after 14 days of start date		Not Applicable

<b>Annual Van Policy</b>		
<b>Arrangement Fees</b>		
For setting up your policy		£97.50
To renew your policy		£92.50
<b>Refund of Arrangement Fees</b>		
Cancelling your policy before it starts, or within 14 days of its start date	Refund for New Business Policies	£72.50
	Refund for Renewals	£67.50
After 14 days of the policy start and/renewal date	No Refund	
<b>Mid-Term Adjustment Fees</b>		
To make any changes to your policy after the policy starts		£30.00
<b>Cancellation Fees</b>		
Cancelling your policy within 14 days of start date		Nil
Cancelling your policy after 14 days of start date		£100.00

## Taxi

<b>7/30/90 Day Taxi Policy</b>	
<b>Arrangement Fees - For setting up your policy</b>	
7 Day Policy	£10.00
30 Day Policy	£20.00
90 Day Policy	£50.00
<b>Refund of Arrangement Fees</b>	
Cancelling your policy before it starts, or within 14 days of its start date	Non-Refundable
After 14 days of the policy start date and/renewal date	Non-Refundable
<b>Mid-Term Adjustment Fees</b>	
To make any changes to your policy after the policy starts	£30.00
<b>Cancellation Fees</b>	
Cancelling your policy within 14 days of start date	Not Applicable
Cancelling your policy after 14 days of start date	Not Applicable

<b>Annual Taxi Policy</b>		
<b>Arrangement Fees</b>		
For setting up your policy	£97.50	
To renew your policy	£92.50	
<b>Refund of Arrangement Fees</b>		
Cancelling your policy before it starts, or within 14 days of its start date	Refund for New Business Policies	£72.50
	Refund for Renewals	£67.50
After 14 days of the policy start and/renewal date	No Refund	
<b>Mid-Term Adjustment Fees</b>		
To make any changes to your policy after the policy starts	£30.00	
<b>Cancellation Fees</b>		
Cancelling your policy within 14 days of start date	Nil	
Cancelling your policy after 14 days of start date	£100.00	

## Motor Fleet

<b>Annual Motor Fleet Policy</b>	
<b>Arrangement Fees</b>	
For setting up your policy	£97.50 (per vehicle)
To renew your policy	£92.50 (per vehicle)
<b>Refund of Arrangement Fees</b>	
Cancelling your policy before it starts, or within 14 days of its start date	No Refund
After 14 days of the policy start and/renewal date	No Refund
<b>Mid-Term Adjustment Fees</b>	
To make any changes to your policy after the policy starts	£30.00
<b>Cancellation Fees</b>	
Cancelling your policy within 14 days of start date	Nil
Cancelling your policy after 14 days of start date	£100.00

## Motor Trade

Annual Motor Trade Policy	
<b>Arrangement Fees</b>	
For setting up your policy	£97.50
To renew your policy	£92.50
<b>Refund of Arrangement Fees</b>	
Cancelling your policy before it starts, or within 14 days of its start date	No Refund
After 14 days of the policy start and/renewal date	No Refund
<b>Mid-Term Adjustment Fees</b>	
To make any changes to your policy after the policy starts	£30.00
<b>Cancellation Fees</b>	
Cancelling your policy within 14 days of start date	Nil
Cancelling your policy after 14 days of start date	£100.00

## Home

Annual Home Policy	
<b>Arrangement Fees</b>	
For setting up your policy	£40.00
To renew your policy	£20.00
<b>Refund of Arrangement Fees</b>	
Cancelling your policy before it starts, or within 14 days of its start date	Refund for New Business Policies £15 Refund for Renewals No Refund
After 14 days of the policy start and/renewal date	No Refund
<b>Mid-Term Adjustment Fees</b>	
To make any changes to your policy after the policy starts	£20.00
<b>Cancellation Fees</b>	
Cancelling your policy within 14 days of start date	Nil
Cancelling your policy after 14 days of start date	£50.00

## Our earnings

In return for placing business with insurers, underwriters, and other product providers we normally receive a commission from them, which is a percentage of the annual premium that you are charged with. 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 at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs.

## Payment by Instalments

We act as a credit broker; this means that we can arrange instalment facilities for you with a lender. The lender we will offer you is Granite Finance Ltd, a sister company of Acorn Insurance and Financial Services Ltd.

We never take a fee from customers for this credit broking service and any charges imposed by the lender will be explained in the Consumer Credit Agreement provided by them. This is a Credit Agreement between you and the lender and is in effect a loan for the initial premium and/or renewal of your policy. This agreement should not be cancelled until this has been repaid in full to the lender, even if the insurance is cancelled. **Funding your insurance premium in this way will be more expensive compared to paying for your policy upfront, as this will include a rate of interest within your credit agreement.**



Granite Finance may charge an administration fee of £25.00 if you fail to make your Direct Debits on the due date, so please ensure you are fully aware when your payments fall due and read through your finance documents carefully to understand the nature of any additional fees and charges which may be imposed by them.

If you fail to bring your account up to date, Granite Finance will cancel your credit agreement to avoid increasing the debt. As a consequence of cancellation of your credit agreement due to non-payment, your insurance policy and any associated optional add-on products will also be terminated.

When paying for your premium on Direct Debit, any refund will be offset against outstanding Direct Debit payments and any shortfall will become payable by you. In addition, your insurer may pay your claim settlement to the finance house to discharge any sums owed to them.

If you have had any fault or open claims on your insurance policy there is no refund of premium so this means that you will be liable for the full premium, even if you decide to cancel the policy and/or your policy is cancelled for non-payment.

**Please note that Granite Finance has its own set of terms and conditions and charges, and you should familiarise yourself with these by reading the Granite Finance documentation carefully. Should you have any questions regarding your credit agreement, please contact them on 01704 339 500.**

## Documents & cancellation notices sent by email

If you have agreed to receive your policy by email we will send all documentation, including your certificate of insurance, to the email address you have supplied to us. Please note we have the right to cancel a policy by giving you notice by email. It is therefore important that we hold the correct email address for you so please do take care when providing your email address to us and please do notify us promptly if we have the incorrect details and/or you change your email address.

## Renewal

We will notify you in good time via email before your renewal date advising you of your renewal price and other important information. In some cases, we may be unable to offer you a renewal price and we reserve the right not to renew your policy. If this is the case, we will notify you that we are unable to offer you a renewal price.

Your renewal notice will be based on the information that we hold so if anything has changed, please do let us know so we can provide you with an updated quotation.

## Cancellation of automatic renewal

Should you purchase a policy which is subject to an automatic renewal, you can at any time exercise your right to cancel your policy from automatically renewing. This can either be actioned at the time of purchasing your policy or at any time during the policy term. You can do this by using the Customer Portal, via this link <https://portal.acorninsure.co.uk/>, completing an Auto Renewal opt out form <https://www.acorninsure.co.uk/auto-renewal-opt-out> or contacting us on **01704 339 000**. By opting out of your policy automatically renewing you will need to ensure that you have alternative cover from the day your policy expires.

## Protecting your money

Prior to your premium being forwarded to the insurer and for your protection, we hold your money as an agent of the insurer in an Insurer Trust Account. This means that it is regarded as having been received by the Insurer when placed in this account. We may need to transfer your money to another intermediary in some cases; where this happens, it is still regarded as having been received by the insurer when placed in the Trust Account. We also reserve the right to retain interest earned in this account. *By accepting this Terms of Insurance Business document, you are giving your consent for us to operate in this way.*

## Protecting your information

All personal data held about you will be collected, processed and stored securely in accordance with the Data Protection Legislation. When we refer to the **Data Protection Legislation**, we mean:

- i. the Data Protection Act 2018 ("the 2018 Act") and the United Kingdom General Data Protection Regulation ("UK GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in

the UK;

- ii. the General Data Protection Regulation EU 2016/679 (“GDPR”) where applicable;
- iii. the Privacy and Electronic Communications (EC Directive) Regulations 2003 (“PECR”); and
- iv. any applicable successor legislation.

We may share your personal data with legitimate third parties where the disclosure is made at your request; or to validate your insurance contract where the law requires us to; or where a mutual third party requires us to validate your insurance contract. Our regulators, for example, the FCA, may ask us to provide them with access to our customer records in order that it may carry out a review of our activities.

Some or all of the information you supply to us in connection with your insurance proposal may be passed on to insurance and other companies for underwriting, claims and premium collection purposes. We and/or the insurers and/or credit providers may use publicly available information about you 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 these searches may appear on your credit report.

Under Data Protection Legislation, you have various privacy rights in respect of your personal data including the right to access and the right to find out about how your data is collected, used and stored. We have set out your rights and how we use your personal data in more detail in our Privacy Notice available on our website [www.acorninsure.co.uk](http://www.acorninsure.co.uk). If you have any questions about how we use your personal data, please contact our Data Protection Officer at [dataprotection@acorninsure.com](mailto:dataprotection@acorninsure.com).

## How to Make a Claim

If you are involved in an accident or incident which may lead to a claim on your policy, you must contact the insurer as soon as you can and within **24 hours** of the accident or incident first occurring. You must do this even if you do not think you are to blame.

Haven policy holders can report a claim 24 hours a day, 7 days a week, on the claims line number 01732 747 100 or alternatively you can text “CLAIM” to 83118 to receive a call back from our claims team.

Please refer to your policy summary or your policy document for full details of what to do if you are involved in an accident or incident and how to notify your insurer of a claim.

### Haven Fleet & Motor Trade Customers Only

If you have a Fleet or Motor Trade policy underwritten by Haven Insurance (the insurer), and you do not report an accident or incident within the required time of the accident or incident first occurring, **you may be charged an increased policy excess of £500.00** for reporting your claim late. See the table below to check your reporting requirement. Your policy documentation will also explain the circumstances in which an additional excess may be payable.

Policy Type	Late Reporting Increased Policy Excess Payable
Fleet	£500 – All claims must be reported within <b>72 hours</b> of the accident or incident occurring
Motor Trade	£500 – All claims must be reported within <b>24 hours</b> of the accident or incident occurring

To **avoid incurring a late reporting excess** please ensure that you tell the Haven claims department within the required time of the accident and/or incident first occurring. Haven policy holders can report a claim 24 hours a day, 7 days a week, on the claims line number 01732 747 100 or alternatively you can text “CLAIM” to 83118 to receive a call back from the claims team. If in doubt about whom you should contact, please contact us on 01704 270 027 or visit our website at [www.acorninsure.co.uk](http://www.acorninsure.co.uk)

## Awareness of Policy Terms

When you take out a policy, we will send you a statement of fact and/or proposal form which shows the information you have supplied to us to obtain insurance cover. Please check this carefully and inform us immediately of any errors. Please also check your insurance schedule, certificate of insurance along with your policy wordings and Insurance Product Information Document carefully, as it is these documents which forms the basis of the Contract of Insurance you enter into. If you are in any doubt over the policy terms and conditions, please contact us promptly.

Policy documentation can also be found on our website at [www.acorninsure.co.uk/documents](http://www.acorninsure.co.uk/documents); however, it is important that you refer to the policy documentation which applies to your specific product and the date when you purchased the insurance policy. If you are unsure which policy applies to you, please contact us.

## Approval of Documents by Third Parties

Various Taxi and Fleet operations, including but not limited to UBER and BOLT, may have their own individual requirements to approve insurance documentation which is outside of our control. We are not responsible for any loss of earnings incurred where we have arranged cover in accordance with your instructions, yet the insurance documentation has not been accepted by a Taxi or Fleet operator. We therefore strongly encourage you to ensure with your operator in advance of commencement and/or expiry of your existing policy that your documentation has been approved by them and do this within our operating hours to mitigate any risk that you may be unable to work.

## Policy validation

To ensure that the policies we provide are appropriate to your needs and provide the correct cover, as well as preventing fraud, we are required to validate the information you have provided to us. To do this we may contact you to confirm your details and collect any necessary information to assist in the validation process. By validating your Insurance Underwriting details, we are reducing the risk of incorrect information forming the basis of your insurance contract and future claims not being indemnified due to this incorrect information.

We will validate your information initially by checking a number of databases such as Claims and Underwriting Exchange. We may need some further details from yourself such as:

- Driving License details, which can be submitted through this link [www.acorninsure.co.uk/documentation-upload/](http://www.acorninsure.co.uk/documentation-upload/).
- No Claims Discount which can be submitted through this link [www.acorninsure.co.uk/documents/make-a-change-to-your-policy/document-upload/](http://www.acorninsure.co.uk/documents/make-a-change-to-your-policy/document-upload/).

Should you require these additional documents to complete our validation process we will contact you. If supporting documentation is not received, we reserve the right to cancel the policy or charge an increased premium. We may also cancel or void the policy if a serious misrepresentation or act of fraud is detected, but only if the policyholder has acted deliberately or carelessly in not telling us the truthful information required to validate the insurance application.

## Webpay and Tonepay Facility

Please note for our short-term 7-day or 30-day taxi policies you may be able to use our Tonepay or Webpay facility to purchase another short-term new business policy subject to no changes. We are unable to guarantee the services as they operate on several software platforms which are not within our control, and we cannot be held responsible for non-receipt of policy documents utilising these services. Should you wish to utilise these systems please do so in advance of your last policy expiring to ensure you have time to check receipt of your documents and to call us during our opening hours if these are not received.

## Complaints

We are committed to always providing our customers with a high level of service. However, we recognise that sometimes things can go wrong. When there are times that we have not met your expectations, we would like the chance to put things right so please do contact us on 01704 339 000.

If you are not happy with the service you have received and wish to register a complaint, you can complain to us by calling us on 01704 339 000, or contacting our Webchat service at [www.acorninsure.co.uk](http://www.acorninsure.co.uk) or by email at [complaints@acorninsure.com](mailto:complaints@acorninsure.com). Alternatively, you can contact us by post at, The **Complaints Department, 98 Liverpool Road, Formby, Merseyside, L37 6BS**.

In all cases, please quote your policy number and vehicle registration number (postcode for Household Policies) to enable us to register your complaint without delay. We will acknowledge your complaint and provide you with a summary of our complaint handling procedures, which are available online at [www.acorninsure.co.uk](http://www.acorninsure.co.uk) and upon request.

If you remain dissatisfied with our response to your complaint you may be entitled to refer the matter to the Financial Ombudsman Service free of charge. To use this service, you must be eligible, and your complaints must be sent to them within 6 months of our final response letter. You can contact them by telephone on **0800 023 4567** or via email on [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Further information is available at <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.

You can also raise a complaint directly with your insurer. The complaints process for your insurer is set out in your policy wording.

## **Conflicts of Interest / Customers Best Interests**

As insurance brokers we generally act as your agent in 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 insurers and/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

Directors of Acorn Insurance are shareholders in Haven Insurance, an Insurer used to place your business. Acorn Insurance and Financial Services Ltd is owned by a holding company which also owns Haven Insurance. We have procedures in place to ensure that Haven Insurance is used only where it is appropriate and in the best interests of the customer.

## **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 the responsibility of the insured that the valuation placed on the insured vehicle, and policy limits/coverage 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.

## **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. However, under certain circumstances, such as suspected fraud and/or misrepresentation, your insurers may exercise their right to cancel your policy with immediate effect. Please refer to your policy documents for full details.

## **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.