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# Terms of Business

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## Definitions

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We are an independent intermediary committed to providing quality advice, service and products from a broad range of insurers. We act as your agent and accept responsibility for the advice given in managing your insurances. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties.

**By enacting business with Anasa Protect Ltd, you agree to be bound by this Terms of Business agreement.**

## The Financial Conduct Authority

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We are authorised and regulated by the Financial Conduct Authority (FCA) and our Firm Registration No is 1016728. These details can be confirmed on the FCA's Register at website <https://register.fca.org.uk/s/> or by phoning the FCA on 0800 111 6768.

## Financial Services Compensation Scheme (FSCS)

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We are covered by the 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. Insurance advising and arranging is covered for 90% of a claim without any upper limit. Legal Expenses cover added to a motor policy is not an insured product, and FSCS protection does not apply. Further information about compensation scheme arrangements is available from the FSCS. You can find out more by visiting their website <https://www.fscs.org.uk/>

## Disclosure of Information

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Your responsibility as consumer is to provide complete and accurate information to insurers when you purchase an insurance policy, throughout the life of the policy and when you renew that policy. Failure on your part to disclose information relevant to your insurance or any inaccuracies in the information given could result in your insurance cover being invalid or not fully operative and therefore any claims may not be honoured.

All statements and material facts disclosed on proposal forms, claims forms and other documents must be full, true and accurate. Where forms are completed or partially completed on your behalf, you should check them for accuracy before signing. If you are in doubt as to whether a fact is relevant, you should disclose it and then ask for guidance. *In respect of Motor Insurance, this duty of disclosure also applies to all persons who may use or drive an insured vehicle and in the case of home insurance, all members of the household.*

Commercial clients should note their duty of fair presentation of the risk under the Insurance Act 2015.

## Responsibility for Cover

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It is your responsibility to read all documentation upon receipt and raise any query you may have regarding it. You are reminded that it is your personal responsibility to provide a fair and accurate representation of all key aspects regarding the overall Insurance risk. We encourage you to ask if there is anything you do not understand.

Under the Road Traffic Act, please ensure before using or permitting the use of a vehicle on the public highway, that you are in possession of a current valid Cover Note or Certificate of Insurance. You must immediately contact us if your Cover Note or Certificate of Insurance expires, is lost or stolen, as no cover may exist until written or documentary confirmation of cover has been received by you.

## Insurer Security

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We carry out regular checks on all insurance markets used but are unable to guarantee the continuing solvency of individual insurers, underwriters or wholesalers. Liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent. An insolvent insurer may also be unable to meet a proportion, or all of any claim. Whenever possible and appropriate, we will recommend insuring with companies with the highest credit ratings. Should you be concerned or require further information regarding your insurer then we will discuss this with you on request.

## Quotations

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Quotations are valid until the date that cover is due to start up to a maximum of 30 days, unless otherwise stated. Quotations will be confirmed in writing on request. Specimen policy wordings are also available upon request.

Any fees or charges applied by Anasa Protect LTD will be notified to you in writing.

## **Policy Documentation**

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Policy Documentation will be issued to all customers in a timely manner. This will normally be within 30 days of the contract of insurance being concluded. Your Policy Documentation will confirm the basis of cover and provide details of the insurers. Prior to conclusion of the contract, or immediately thereafter, you will be sent a statement of Demands and Needs. You should read this carefully. It will set out your specific Demands and Needs, confirm whether the contract has been personally recommended by us, and if so, the reasons for making that recommendation. Retail Customers will also be sent a Policy Summary at conclusion of the Contract or immediately thereafter. You should read this carefully.

## **Payment of Premiums**

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You can pay the premium in full, via Online BACS payment, or by phone, using a wide range of supported Credit/Debit cards. Should you wish to spread the cost we can arrange credit facilities – please refer to the below section '*Credit Facilities – Paying by Instalments*' for further information.

We require full payment of the premiums at inception, renewal or at the time of any adjustment unless special terms have been agreed in writing. Should you not comply with those terms, and we do not specifically agree to a variation, we reserve the right to cancel the policy giving not less than seven days' notice, delivered to the last known address.

Time on Risk, Cancellation, or Other charges may still apply and remain due and payable to Anasa Protect Ltd, or for onward settlement to an Insurer.

Properly Licensed Debt Collection Agencies may be enlisted if we are unsuccessful in recovering premiums, time on risk, or any other charges due, directly with you, the client.

**As part of our duty of care to our Policyholders, we must advise that failure to pay premiums or time-on-risk charges imposed by an Insurer may affect your ability to obtain insurance in the future.**

**The declaration section of the risk questionnaire asks about your previous insurance history, including whether any policy has been cancelled or left unpaid.**

**If you answer "Yes," Insurers may charge higher premiums or apply special terms. However, if you answer "No" and it is later found that a policy was cancelled or unpaid, the Insurer may void your policy and decline to honour any related claims.**

## **Credit Facilities – Paying by Instalments**

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We are not a credit broker but can act on your behalf in arranging credit facilities. We are not restricted to one credit lender. If credit is being applied for, the credit lender may carry out anti-money laundering checks, search of credit reference agencies and an assessment of credit worthiness and affordability. It will cost more to pay for your insurance on a monthly plan as you will be charged for the credit as indicated by the APR%. The credit lender may apply default interest or late payment fees if repayments are not met on time. You will need to refer to their terms and conditions for any fees that may be charged for missed payments, and this may also affect your credit report.

A Broker Fee may apply where Anasa Protect Ltd arrange a credit facility on your behalf. Please refer to the *Remuneration Disclosure* section below.

## **Remuneration Disclosure**

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Anasa Protect Ltd may receive commission from insurers for arranging your policy. Details of the amount or method of calculation are available upon request.

For Commercial Clients (and some non-commercial/retail clients where the premium exceeds £5,000), when arranging Credit Facilities, Anasa Protect Ltd may apply an additional one-off fee to the total cost of credit. This fee may vary depending on the credit lender and the exact amount payable to Anasa Protect Ltd will be itemized and disclosed to you by the Credit Lender prior to the completion of any agreement.

## **Client Money**

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With certain insurers we have entered into formal written agreements where those insurers will treat money paid to us, by you, as having been paid to them directly. In all other circumstances, FCA rules require that all client money that is received from clients is segregated to provide protection in the event we are unable to meet our obligations. This money cannot be treated by any creditor of the Firm as being our money. For this purpose, we operate a Statutory Trust bank account.

Client Money may be co-mingled in the same Statutory Trust Account, and any interest earned on these funds will be retained by Anasa Protect Ltd.

Payments received from insurers in respect of refunds or claims will be credited to the same statutory trust account before being remitted to clients.

For the avoidance of doubt, Anasa Protect Ltd does not operate a non-statutory bank account.

### **Cancellation Rights**

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You have the right to cancel a policy within 14 days of its inception or upon receipt of the policy documentation whichever is the later. You may cancel the policy by confirming this in writing to the address of our office through which your policy was placed. If you exercise your right to cancel the policy, you will receive, no later than 30 days from receipt of the cancellation notification, and provided that Anasa Protect Ltd has received the refund from the Insurer, any sum which you have paid for the policy, apart from an amount to cover the time you have been on risk (including Insurance Premium Tax "IPT").

Therefore, your Insurer may deduct an amount from your premium to cover days where a policy was already in force. Your insurer may also apply a cancellation fee, details of which can be found in your Insurer's policy documentation.

Please note that any refunds will only be issued to the original named individual who made the payment. Under no circumstances can refunds be made to third parties or alternative beneficiaries.

Anasa Protect Ltd will not apply separate cancellation fees unless explicitly agreed in writing.

**No refund or premium or fees is due if claims have been made or if minimum retained premiums apply.**

### **Claims**

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As part of our service, we can assist you with any claim you need to make. In the event of an incident that may give rise to a claim on your policy, you must notify us promptly within our office hours. Our opening hours are 9am-5pm Monday to Friday (excluding bank holidays). We will guide you through your Insurer's claims procedure or direct you to the Insurer's helpline.

You must not admit liability nor agree to any course of action until confirmation of such action has been directed by the Insurer/Appointed Representative of the Insurer.

### **Claims and Underwriting Exchange Register**

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Insurers pass information to the Claims and Underwriting Exchange Register, operated by Database Services Ltd and the Motor Insurance Anti-Fraud Register compiled by the association of British Insurers. The objective is to check information provided, and to prevent fraudulent claims. Motor Insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIC), which has been formed to help identify uninsured drivers and may be accessed by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, MIC and your motor insurer to identify relevant policy information. Other insurance related databases may also be added in the future.

### **Assessments**

In assessing your application/renewal or any claims made and to prevent fraud, check your identity and to maintain accurate policy records, we or the insurer or the credit provider may;

1. Undertake checks against publicly available information such as Electoral Register, County Court Judgements, bankruptcy or repossession information.
2. Search files made available to us by Credit Reference Agencies. They may keep a record of that search. We may also pass information to Credit Reference Agencies about you and your payment record with us. Credit Reference Agencies share information with other organisations, enabling applications for financial products to be assessed or to assist in the tracing of debtors, or to prevent fraud.
3. Use information relating to you and your vehicle supplied to us or the insurer or the credit provider by other parties, for example other insurance companies or fraud prevention agencies.
4. Carry out checks against existing data that may be held about you as a customer in relation to other products you have held with us (or for which you have obtained a quotation) or in relation to other insurance policies that we may have arranged and administered for you (for example details of your claims history in respect to previous policies, or information such as your payment record)
5. The data that you provide now may also be used for these purposes if you apply for any further products with us or any other insurance products arranged and administered by us in the future. Data may also be used for research and analysis purposes to help us improve and develop the products and services we provide.

### **Renewals**

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Renewals are invited on the basis that there have been no changes in the risk other than those specifically notified to us or your Insurers.

Renewal terms from Insurers will be provided in good time. Please contact us if you require any clarity on specific timelines. Attached to the Renewal Terms will be a statement of any changes to the terms of the policy, with an explanation of these changes.

### **Treating Customers Fairly**

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Our goal is to ensure that all our customers are treated fairly. We aim to provide clear, and not misleading information about the products we recommend, and services we offer, including fees, charges and commission as appropriate. We ascertain individual needs, preferences and circumstances before recommending a product. We will not recommend a product if we cannot find one which we consider suitable and appropriate.

We encourage you to ask if there is anything you do not understand.

### **Consumer Duty**

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Anasa Protect Ltd is committed to delivering good outcomes for all clients in line with the FCA's Consumer Duty. We ensure our products and services provide fair value, our communications are clear and easy to understand, and that our clients receive the support they need throughout the life of their policy.

### **Professional Indemnity**

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We maintain Professional Indemnity Insurance in accordance with FCA requirements, providing cover for claims arising from any potential professional negligence. This insurance cover meets or exceeds the minimum requirements set by the FCA.

### **Conflicts of Interest**

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We have a policy to manage conflicts of interest fairly. If a conflict arises that cannot be effectively managed, we will inform you before proceeding.

### **Complaints**

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We have a commitment to always provide a high-quality customer service. We will acknowledge your complaint promptly and aim to issue a final response within 8 weeks. However, should you be dissatisfied with any area of our service we have a formal complaints procedure. Please contact us at [info@anasaprotect.com](mailto:info@anasaprotect.com) or by telephone +44 203 026 6662. You can also write to us;

### **Anasa Protect Ltd**

**13 Station Parade, Cockfosters Road, London EN4 0DL**

If we cannot resolve your complaint, you may refer the case to the Financial Ombudsman Service. They can be reached on +44 207 964 0500. More information can be found on their website on <https://www.financial-ombudsman.org.uk/>

### **GDPR**

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Anasa Protect Ltd is the Data Controller for the purposes of the Data Protection Act 2018 and UK GDPR. Your personal data is processed primarily for the performance of your insurance contract and to meet our legal and regulatory obligations. The standard data retention period is a minimum of 6 years unless otherwise required by law.

It is possible that a claim may be made under some types of insurance cover after the policy's expiry date.

Should any data be transferred outside the UK, it will be subject to equivalent protection in accordance with UK data protection law

You have a right to ask us to provide personal data that we hold about you. This is called a Data Subject Access Request. If you wish to receive this data, you can complete a DSAR form and send this to [info@anasaprotect.com](mailto:info@anasaprotect.com). In some scenarios, we may charge a fee to fulfil this request. If you want to receive data that is held by the insurer of your policy, then you will need to contact the insurer directly.

You have the right to ask us to correct inaccurate data. You also have the right to ask us to delete data that we hold about you. Data Protection Law states that we must delete data in some circumstances if it is no longer needed for the administration of your policy, by law or regulation.

### **Information Commissioner's Office**

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If you have a complaint regarding how your data has been processed by us, then please contact us. You also have the right to complain to the Information Commissioner's Office who regulate Data Protection. Our ICO Registration Reference is **ZB876079**. You can find more information by visiting their website [www.ico.org.uk](http://www.ico.org.uk) or by calling +44 303 123 1113.

### **Applicable Law**

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Any disputes arising under this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**Please do not hesitate to contact us if you have any queries with regards to any points mentioned in our Terms of Business.**

**Anasa Protect Ltd are Authorised and Regulated by the Financial Conduct Authority**

**FCA Reference Number:** 1016728 | Anasa Protect LTD | [www.fca.org.uk/register](http://www.fca.org.uk/register)

**Registered Office:** 13 Station Parade, Cockfosters Road, London EN4 0DL