

## Introduction

The purpose of this document (which we refer to as our "Terms of Business") is to describe the terms upon which we will provide our services to you and that govern our relationship with you. It also contains details of our regulatory responsibilities.

By accepting an insurance quotation or otherwise asking us to carry out any of the services described in these Terms of Business, you are agreeing to the terms set out in these Terms of Business. Please read this document carefully as it contains binding obligations on you and us and governs our relationship with you. You should contact us if there is anything in this document which you do not understand or with which you disagree before you accept a quotation or otherwise ask us to carry out services and so agree to be bound by these Terms of Business.

English law will apply to the relationship between you and us. We will communicate with you in English for the duration of these Terms of Business. These Terms of Business will continue in force from the date you agree to them for so long as you maintain a policy purchased through us or until they are cancelled or terminated in accordance with these Terms of Business.

A reference to your policy in these Terms of Business refers to each and every policy which you purchase through us.

## About us

Complete Insure is a trading name of Allianz Business Services Limited of 57 Ladymead, Guildford, GU1 1DB which is an insurance broker that is wholly owned by Allianz Holdings plc. The ultimate parent company of Allianz Holdings plc is Allianz SE, which forms part of the global Allianz group of companies (referred to as the "Allianz Group"). Allianz Holdings Plc wholly owns a number of undertakings that carry out insurance business.<sup>1</sup>

In this document "we", "us" and "our" means Allianz Business Services Limited trading as Complete Insure.

## Who regulates us

The Financial Conduct Authority is the independent watchdog that regulates financial services firms.

Allianz Business Services Limited is regulated by the Financial Conduct Authority. Our permitted business is intermediating on general insurance contracts. Our FCA Register number is 304779. This can be verified by visiting the Financial Services Register, which can be found on the website <http://www.fca.org.uk/register>

## The service we provide

Our services will consist of arranging your insurance cover with the insurer or insurers you choose and helping you with any ongoing changes you make to your policy.

## The service we provide (continued)

We offer products from a range of insurers and will inform you which insurers are on our panel upon your request. We are not under any contractual obligation to offer or sell products exclusively for any insurer. Our selection of insurers takes into account their financial standing and our understanding of market conditions. Our assessment is subjective and we cannot guarantee the future ability of any insurer to meet its obligations to pay claims.

We will provide you with insurance quotations based on information provided by you.

We will not provide you with any advice or make any recommendations in relation to the insurance policies which you purchase through us. You will need to make your own decision as to the suitability of any such product for your circumstances.

## Personal credit checks

To ensure that your insurer and premium credit provider (Premium Credit Limited) have the necessary facts to assess your insurance risk, to verify your identity, to help prevent fraud and to provide you with their best premium and payment options, they may obtain information from third parties at quotation and renewal and in certain circumstances where policy amendments are requested. This information includes a quotation search from a credit referencing agency. This search will appear on your credit report and will be visible to other credit providers. It will be clear that this is a quotation rather than a credit application by you to pay by monthly instalments.

## Disclosure of information by you

It is your responsibility to provide complete and accurate information in a timely manner when you take out your policy, throughout the life of the policy and when you renew it as it is a legally binding contract. It is also your responsibility to take reasonable care not to make a misrepresentation to us or your insurer. This means that you must take reasonable care to answer any questions put to you about your insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question or if you do not know the answer it is important that you tell us.

Where we provide you with an insurance quotation which is based on information you previously provided to us, it is important that you review all the details on which the quotation is based to ensure they are still accurate and to check whether your circumstances have changed.

Once cover has been arranged you must immediately notify us of any change to the information that you previously provided to us. If you are in any doubt as to the relevance of any information you should discuss it with us.

Please note that if you fail to make a fair presentation of risk and/or you fail to disclose a change of circumstances to us and/or your insurer, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

<sup>1</sup> The undertakings that carry out insurance business that are wholly owned by Allianz Holdings Plc are Allianz Insurance Plc, Home and Legacy Insurance Services Limited, Allianz Engineering Inspection Services Limited and Pet Plan Limited.

## Terms of Business Agreement (continued)

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### Disclosure of information by you (continued)

We strongly recommend that you check the information you provide to us thoroughly prior to sending it to us and that you keep a record of all correspondence which you send to or receive from us and your insurer in relation to your insurance cover.

We are not responsible for any delay in the provision of any information by you to us; for any inaccuracies or omissions in the information you provide to us, or for any misrepresentations made by you.

If you do provide false or inaccurate information to us and fraud is identified your details will be passed to the fraud prevention agencies. Further details on how the information held by the fraud prevention agencies may be used are available upon request.

### Cancellation rights

You may cancel your policy by giving us 14 days' notice either in writing or by telephone using the following contact details:

Complete Insure  
4 Mannin Way  
Lancaster Business Park  
Lancaster  
LA1 3SW

Telephone number: +44 (0)330 102 2106

By exercising these cancellation rights you are agreeing to withdraw from these Terms of Business and these Terms of Business will be terminated. We may only require you to pay for any services that we have provided to you prior to cancellation. Where you have paid money to us we will return the money to you without undue delay, except for a proportionate amount in respect of any services that we have already provided, and no later than within 30 days of the date on which you dispatch your cancellation notice to us.

### Policy documentation

We will issue all policy documentation to you by email unless we notify you otherwise, or you tell us that you wish to receive correspondence by post. Your policy documentation will consist of: the policy schedule, the policy terms and conditions and any endorsements (i.e. specific changes to the policy terms and conditions), a certificate of motor insurance for car policy holders (where relevant to the insured risk) and any other documentation we are required to send to you. All policy documentation that is provided following sale will normally be issued to you within 7 working days of the contract of insurance being concluded.

You are responsible for reviewing your policy documentation to ensure that the details are correct and the cover provided meets your requirements. If the cover does not meet your requirements you should advise us immediately.

When reviewing the policy documentation you should pay particular attention to any conditions, warranties, exclusions and the claims notification provisions. A breach of a policy condition may result in non-payment of a claim and a breach of a warranty may suspend your insurer's liability or discharge it if the breach is not remedied.

### Change in circumstances

You must advise us as soon as possible of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance policy.

### Mid-term changes

If you ask us to arrange an increase in or amendment to the cover provided under your policy we will submit your request to your insurer within the following timescales provided that you supply to us all of the information we need to submit that request:

- (a) If your request is made by telephone we will submit your request to your insurer immediately;
- (b) If your request is made by either post or by email we will submit your request to your insurer within 3 working days of receipt by us of your request.

We will have no responsibility for the decision of the insurer in respect of any request to increase or amend your cover.

Details of our administration charges for mid-term changes are set out in the section headed 'Administration costs'.

### Renewal and automatic renewal

We will send you your renewal terms no less than 21 days before expiry of your policy or notify you that your insurer will not be inviting you to renew your policy. We will attach to your renewal terms a statement setting out any changes to your existing policy terms on renewal, the renewal premium, information about your cancellation rights in the event that you choose to renew your policy and details of your right to request a new policy document.

If you do not want to renew your policy, or if you pay your premium by instalments and do not want to continue to do so we will ask you to contact us to let us know.

- If you pay by direct debit and you do not respond to our request on or before your renewal date we will automatically renew your policy. This means that your insurance will continue and you will be obliged to continue to pay for it and your direct debit mandate will continue to apply to the new policy.
- If you have paid by credit or debit card and have provided consent to the use of continuous payment authority we will attempt to take payment using the card that was used to pay the annual premium the previous year.
- If you do not pay by Direct Debit or have not provided consent for continuous card payment then you will need to contact us if you wish to renew your policy.

### Claims

If you need to make a claim you must liaise directly with your insurer and notify them as soon as possible and in accordance with the policy terms of a claim or circumstances which may result in a claim. Please note that failure to report a claim in a proper and timely manner may jeopardise coverage of the claim. Full details of how to claim can be found in your policy wording.

## Terms of Business Agreement (continued)

### Administration costs

Details of our administration costs that you pay us for our services are set out in the table below:

Type of Transaction	Fee
Administration fee (if applicable)*	£25
Cancellation fee	£50

\* We may charge less than £25 for a mid-term change and will inform you if that is the case before the change is made.

### Commission disclosure

You may, at any time, request information from us regarding any commission and/or fee which we may have received as a result of placing insurance business on your behalf.

### Payment of premium

You will be required to pay the premium in full unless you agree to pay by instalments by direct debit. If you pay by direct debit you will be required to do so in accordance with the terms set out in the paragraph immediately below headed "Premium finance".

### Premium finance

We act as a credit intermediary and introduce premium finance loans from Premium Credit Limited (PCL) a third party finance provider. PCL's registered office address is: Premium Credit Limited, Ermyn House, Ermyn Way, Leatherhead, KT22 8UX.

PCL are registered in England and Wales, under company registration number 2015200 and are authorised and regulated by the Financial Conduct Authority.

A premium finance loan allows you to spread the cost of your insurance premium. You will be required to pay a deposit. The loan itself includes the insurance premium and a transaction fee. A brokerage fee is paid to us for introducing business to PCL and this is included within the transaction fee charge.

Before committing to a loan it is important that you ensure that you can afford the monthly instalments. If you choose to manage your insurance premium payment through direct debit your credit agreement will be with PCL. In the event that you default on this credit agreement, PCL has the right to recover any losses from us. In this instance, we have the right to request the outstanding premium payment in full. Failure to meet the payment date may put your policy at risk and may leave you without cover in the event of a claim.

### Handling of insurer/client money

The premium you pay to us and any refunds of premiums paid by your insurer to us will be held by us as agent of the insurer. We do not hold any client money.

As your monies will be held as agent of the insurer any premiums that you pay to us are treated as being received by the insurer when they are received into our designated bank accounts.

### Handling of insurer/client money (continued)

Any premium refunds or claims monies we receive from your insurer are treated as received by you when it is actually paid over to you by us.

However, in the event that we make any payment on your behalf or make any payment to you prior to receiving funds from either you, your insurer or other third parties, we will be entitled (without prejudice to any other remedy available to us) to recover that amount from you by deducting that sum from any amount which is due to be paid to you, whether that amount relates to the policy for which we have made payment on your behalf or payment to you, or to any other policy we handle for you.

### Complaints

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected. If we have not resolved the situation within eight weeks you may be entitled to refer it to the Financial Ombudsman Service.

If you wish to make a complaint, please contact us by writing to:

#### Customer Experience Team

Complete Insure  
4 Mannin Way  
Lancaster Business Park  
Lancaster  
LA1 3SW

Email: [feedback@completeinsure.co.uk](mailto:feedback@completeinsure.co.uk)

Alternatively phone: +44 (0)330 102 2106  
Lines are open Monday to Friday 8am to 6pm and Saturday 9am to 12.30pm

If we cannot settle your complaint using our complaints procedure, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of our final response letter.

The contact details for the Financial Ombudsman Service are as follows: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), phone 0300 123 9 123 or +44 20 7964 0500 (for calls from outside the UK) or email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

Referral to the Financial Ombudsman Service does not affect your legal rights.

If your complaint is about a product you bought online or by other electronic means the European Commission has an online dispute resolution service. If you choose to submit your complaint at [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr) it will be forwarded to the Financial Ombudsman Service.

## Terms of Business Agreement (continued)

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### How we use personal information

We will use personal information that is provided to us by you and/or your organisation in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business and conduct market research to meet the legitimate needs of our business
- to send marketing information if we have received consent

We may share your personal information with:

- other companies within the global Allianz group – [www.allianz.com](http://www.allianz.com)
- credit reference, fraud protection and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database and the Insurance Fraud Bureau
- our approved suppliers to deal with claims or provide our services, for example legal advisors, loss adjusters, premium finance companies and risk surveyors
- insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement, the Financial Ombudsman Service (FOS); and other organisations that provide services to us or you
- prospective buyers in the event Allianz Holdings plc wishes to sell all or part of its business

You can find a full copy of our 'Fair Processing Notice – how we use personal information' on our website.

### Laws and ethical business practice

We are regulated, accountable and committed to following and complying with all applicable laws, rules, regulations and accounting standards, demonstrating transparency and integrity in all that we do, and upholding our reputation for ethical business practices at all times.

### Conflicts of interest

Occasions can arise where we, or one of our other customers, will have some form of interest in business which we are transacting for you. If this happens, or we become aware that our interests, or those of one of our other customers, conflict with your interests, we will inform you and obtain your consent before we carry out your instructions.

### Limitation of liability

Nothing in these Terms of Business excludes or limits our liability for death or personal injury arising from our negligence, for our fraud, for any liability we have under the Financial Services and Markets Act 2000 and the rules of the FCA, or for any other liability that cannot be excluded or limited by applicable law and regulation.

### Limitation of liability (continued)

Subject to the first paragraph of this 'Limitation of liability' section, neither we nor any other company in the Allianz Group will be liable for any damage, loss or expense suffered by you except to the extent that such damage, loss or expense arises from our act or omission in the performance of our obligations under these Terms of Business that is a result of either our negligence or our voluntary breach of these Terms of Business.

### Amendments

You agree that we have a right to amend these terms by sending you either a notice of amendment in writing or a revised Terms of Business agreement. We will only amend these Terms of Business for the following reasons and proportionately to the circumstances giving rise to the amendment:

- to conform with any legal or regulatory requirement, FCA or PRA rule, HMRC rule or code of practice, industry guidance or with any other change or anticipated changes to those rules or guidance;
- to reflect any decision or recommendation by a Court or the Financial Ombudsman Service;
- to allow for the introduction of new or improved systems, methods of operation, services or facilities;
- to reflect changes in market practice for intermediating on general insurance contracts and to maintain our competitiveness in the marketplace for such services;
- to reflect changes in circumstances or the happening of any event which is outside of our control and which means that these Terms of Business operate in a way which is unfair to you or our other customers;
- to reflect changes in circumstances or the happening of any event which is outside of our control and which makes it impossible, impracticable or economically unviable for us not to make a change to these Terms of Business, provided that any such change is not unfair to you or our other customers;
- to proportionately reflect changes in the cost of providing our services to you, including any direct costs we are required to pay to others;
- to remedy any errors, omissions or ambiguities which we may discover in the future; or
- to otherwise make these Terms of Business clearer or more favourable to you.

If we change any of the terms in these Terms of Business we will give you at least 30 days' written notice of any change that is to your disadvantage except where the change is required sooner in order to comply with regulations (in which case we will give you notice of the change as soon as reasonably practicable). Otherwise we will endeavour to give you written notice of any changes in reasonable time for you to consider them, unless it is impractical in the circumstances to give such notice.

## Terms of Business Agreement (continued)

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### Amendments (continued)

In respect of our fees, we may increase the fees set out in the section headed "Administration costs" above for the reasons set out in this "Amendments" section and in addition to reflect any increase in the Retail Prices Index (being the "All Items" index figure of the Retail Prices Index published by the Office for National Statistics or any successor body). We will still give you at least 30 days' advance notice of any such increase but increases in the fees will only apply to any policy which you renew after the expiry of that 30 day notice period. An up to date version of this document will always be available on our website [www.completeinsure.co.uk](http://www.completeinsure.co.uk)

If you are not happy with a change, you may terminate this agreement in accordance with the "Termination" section below, and we will not charge you for terminating this agreement.

### Termination

Our services may be terminated either by us or by you upon the giving of one month's notice in writing to the other or as otherwise agreed between us. In the event our services are terminated by you, we will be entitled to receive any and all fees or brokerage commission payable in relation to insurance contracts placed by us for you.

### Entire agreement

These Terms of Business and any amendments to them constitute the entire terms on which we will provide intermediary services to you and no other terms will have effect unless issued or agreed by us in writing.

If any provision of these Terms of Business (or part of any provision) is found by any Court, the Financial Ombudsman Service, or any other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain unaffected and in force.

### The Financial Services Compensation Scheme (FSCS)

We and the insurers are covered by the FSCS and you may be entitled to compensation from the scheme if we or the insurers cannot meet our liabilities. Further information about compensation scheme arrangements including details of the circumstances in which you can make a claim – and instructions on how to do so is available from the FSCS: [www.fscs.org.uk](http://www.fscs.org.uk), phone: 0800 6781100 or 0207 741 4100, email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

Please note our activities when acting as a credit intermediary are not covered by the FSCS.

### Law and jurisdiction

These Terms of Business are governed by and construed in accordance with English law. You and we both agree that any dispute arising under these Terms of Business shall be subject to the exclusive jurisdiction of the English Courts.

Date: 13 May, 2018  
Complete Insure  
4 Mannin Way  
Lancaster Business Park  
Lancaster  
LA1 3SW  
Tel: +44 (0)330 102 6174  
[www.completeinsure.co.uk](http://www.completeinsure.co.uk)

Allianz Business Services Limited, Registered number: 04521167  
England and Wales. Registered address: 57 Ladymead, Guildford,  
Surrey, GU1 1DB, United Kingdom Authorised and regulated by the  
Financial Conduct Authority.