

## Terms and Conditions

### Acceptance of these terms

By asking us to quote for, administrate and arrange your insurance policy you are providing your agreement to be bound by our terms and conditions.

### Who we are and who regulates us

Performance Direct is a trading name of Grove & Dean Ltd. Grove & Dean Ltd is an independent insurance intermediary; our office address is 7 Station Lane, Hornchurch, Essex RM12 6JL. We are authorised and regulated by the Financial Conduct Authority (FCA). Our firm reference number is 307002. You may check this by visiting the Financial Services register at website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768. Our permitted business is arranging, advising, dealing as agent and assisting in the administration of non-investment insurance contracts. We are also permitted to act as a credit broker.

### Law and Language

The Terms and Conditions are subject to English Law and the jurisdiction of the English Courts. The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract(s)

### Our Service and Products

We offer a wide range of insurance products and have access to leading insurers in the marketplace. For some types of insurance we may deal with a single or limited number of insurers which we have selected as offering value for money and quality service.

We will advise and make a recommendation for you after we have assessed your needs.

We will arrange your insurance cover and assist you with any ongoing changes you have to make.

We can also assist you with making a claim or we may outsource claims handling facilities to give you an enhanced service.

Some policies that we offer can be purchased online. Policies purchased through our online facility are offered on a non-advised basis; you will not receive a recommendation or advice from us and you will need to make your own choice regarding the suitability of product(s) offered and how to proceed.

Products purchased online will be from a single insurer for each type of business.

Some policies we administrate may be operated under a Delegated Authority Scheme. This means we act as the agent of the insurer in respect of underwriting and binding the risk.

Our authority can also change from time to time for example, if you use our services to apply for insurance we act as your agent but act as the insurers agent for passing refunds to you.

### Tracker Nano device

If you arrange a motor insurance policy with us that takes advantage of the Tracker Nano device, then the following additional terms apply.

The cost of the device at new business and renewal is £60. This is non-refundable in any event, for example when your insurance policy is cancelled or lapsed.

We will share your information with Tracker Network (UK) Ltd ("Tracker"). Tracker will contact you in order to provide the Tracker Nano device and their vehicle tracking services in the event of a theft. The service is limited to the UK.

The Tracker Nano device will be sent to you with installation and registration instructions. The device must be installed on the insured vehicle and operational at all times, and Tracker will provide details of how to do this. It is your responsibility to fit and register the device. You are required to register and activate the device within 5 days of its issue to you. If the device is not registered Tracker will contact you (and also tell us) if the device remains unregistered. Unregistered or inactive devices may lead to the cancellation of the motor insurance policy, or to a claim being refused by your insurer.

The device always remains the property of Tracker and must be returned to them upon request.

Your motor insurer may apply an endorsement or condition to your policy that limits or excludes cover if the device is not installed or operational at the time of a loss. For example, claims might not be met in respect of loss or damage caused to the vehicle by theft or attempted theft. Your insurance documents will set-out the full terms and conditions to you.

In the event of a theft you must notify the Police as soon as you become aware of it, and before making your notification to Tracker. You will still need to make your insurer aware of any incident that may give rise to a claim – see the Notification of Claims section below.

Every 2 years, if you have continued your motor insurance with us, Tracker will send you a new Tracker Nano device and they will require the old device to be returned to them. If you do not return the device, the following charge will be made by Tracker to you: £20+VAT for failure to return the device

Should the motor insurance policy be cancelled or lapsed for any reason you will be asked to return the Tracker Nano device to Tracker. If you fail to do so the following charge will be made by Tracker to you:  
£40+VAT if the motor insurance policy has been cancelled  
£20+VAT if the motor insurance policy has been lapsed

Tracker may contact you to ask if you wish to continue using their device and service, or other services, after the motor insurance policy has been cancelled or lapsed, which will be a separate arrangement to these contract terms.

#### **Inclusive extra cover**

Performance Direct motor policies automatically include Free Motor Legal Expenses cover (see separate policy wording for details). Please note that should the main policy be cancelled for any reason cancellation of this extra covers will also occur. We do not make personal recommendation for these products, nor do we offer advice as to whether they are suitable for your needs. These products may also be available from a number of providers elsewhere.

#### **Additional Covers**

We only offer products from single insurers for breakdown cover, motor legal expenses, non-motor legal expenses, gap insurance, gadget, goods in transit, vehicle replacement, mis-fuel cover, windscreen cover, excess reimbursement, helmet & leather cover, home emergency and travel insurance. If you purchase additional covers you should refer to the policy information we send you, as it will explain the terms and conditions of the contract and your cancellation rights. A refund may not be available if Additional Covers are subsequently cancelled after the statutory cooling-off period.

#### **Comparison Websites**

You may have used a Comparison Site before proceeding with any purchase. Some insurance comparison websites may ask you fewer questions in order to speed up the quotation process, and they may also make a number of assumptions about you. Always make sure that you check the details we hold about you to ensure they are correct as any discrepancies could affect your price, cover or your insurers decision to meet a claim.

#### **Data Protection and Privacy policy notice**

We want you to be confident that we take data protection and your privacy seriously. As a regulated company and data controller we are responsible for the security and management of the personal information we hold about an individual. That's why we have invested in our systems and processes to ensure that the way we collect, use, share, and store your information meets the legal, regulatory and our own standards.

Our Privacy policy notice explains how we collect, use and store your personal information (including any personal information given to us about other people named on the policy, quote or claim) when you use our services or contact us.

You (including anyone named on your quote or proposal or policy) must read our Privacy policy notice

You can find details here: [Privacy Policy](#), [Cookie Policy](#), [Terms of use](#) (for our websites, applications and online insurance account). If you need paper copies please let us know.

#### **Warning: Your duty to give information**

If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) you must take reasonable care that all statements you make or any answers you give to all questions put to you about your proposed insurance are provided 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 vital that you discuss this with us. Once cover has been arranged, you must immediately notify us of any changes to the information that has been previously provided.

Failure to provide correct information or disclosure of false information could result in:

- cancellation of your policy and your insurer will refuse to pay any claim, or
- Your insurer may not pay any claim in full, or
- Your insurer may revise the premium and/or change the compulsory excess, or
- the extent of your cover may be affected.

If you (or anyone acting on your behalf) are a commercial customer (i.e. buying insurance mainly for purposes related to your trade, business or profession) you must make a fair presentation of the risk to us. This means you must:

- 1) disclose to us every material circumstance which you know or ought to know or sufficient information to alert us that we need to make further enquiries; and
- 2) disclose your information in a reasonably clear and accessible manner; and
- 3) ensure that any material representation as to a:
  - a. matter of fact is substantially correct; and
  - b. matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence the judgement of a prudent insurer in determining whether to take the risk and, if so, on what terms. This duty also extends to any variations or changes you wish to make.

If you fail to make a fair presentation of the risk this could affect the extent of your cover or could invalidate your policy. If you make a deliberate or reckless misrepresentation your insurer will be allowed to void your policy, which means that claims will not be met.

If a misrepresentation is deemed to be not deliberate or reckless then your insurer:

- might avoid the policy and return the premium
- might apply different terms if it would have accepted the risk but on different terms
- might reduce the amount paid on your claim if it would have accepted the risk but at a higher premium

### Your Insurance Policy

You must thoroughly read all insurance documents issued to you and ensure that you are aware of the cover, limits, exclusions and other policy terms that apply. Particular attention should be paid to any warranties precedent to the contract and policy conditions, as failure to comply with them could invalidate your insurance cover. A breach of any terms, conditions and warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

If a proposal form, statement of fact or other declaration is completed on your behalf, it is your responsibility to check that the answers given to all questions are true and complete. You should also keep copies of any correspondence you send to us or direct to your insurers. Failure to correct, update or notify us of any changes to your information could invalidate your insurance cover.

If you are unsure about what information you should disclose (or any other matter) you should contact us for guidance.

### How we are paid

We are either paid:

- a percentage of the premium due to the insurer for the insurance policy (a commission or brokerage); or
- a charge (see below); or
- a combination of both

If the type of policy we sell reaches specific profit targets insurers may also pay us an additional bonus. These are often referred to as profit share or volume over-riders.

We also receive commission for arranging finance agreements for the payment of insurance premiums and we may also receive a commission or fee for passing introductions to other professional firms.

We may also receive payment from our service providers for distributing their products.

### Disclosure of commission – (Commercial Customers)

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.

### Payment for our services

We make the following non-refundable service charges:

New Business	Our service charge will be set-out before you buy and then confirmed in the documents we issue to you.
Renewal	Our service charge will be set-out when we invite your policy for renewal, and also confirmed in your renewal documents.
Cancellation within 14 days of purchase	£55.00
Cancellation outside cooling off period (where your annual premium is less than £300)	£55.00
Cancellation where your annual premium is over £300	£75.00
Cancellation due to non-receipt of documents	A further £20 will be added to the cancellation charge set-out above
If your policy is declared void or is cancelled due to non-disclosure or misrepresentation	£100.00
Failed Card or Cheque Payment	£20.00
Refunds issued by cheque	£20.00
Any changes to existing policies	£50.00
Proof of NCB or Duplicate Documents (by post)	£10.00
Debt administration charge	£50.00
Paying premium in 2 instalments	£15.00

Please be aware that charges may also apply for any additional contracts or services you arrange including premium finance arrangements (full details can be found in the contractual documentation that is issued to you).

### **Payment, Premiums and Client Money**

We will give you full information about your payment options before you buy your insurance policy and when we invite renewal. We normally accept payments by most debit/credit cards and by cheque or we may offer the option to spread your payments by introducing you to a credit scheme with a third party finance provider or an insurers' instalment scheme. Paying by premium finance will make the cost of your insurance more expensive compared to paying in full.

If you choose to pay using a finance provider your details will be passed to them and you may be required to sign and return a credit agreement to the finance provider (failure to sign the agreement may incur a charge which may be spread over your remaining instalments). Finance providers may also apply additional charges, for example:

- a Facility Fee to facilitate your agreement
- each time you default on a payment
- each time you make a change to your payment dates

Full details about your credit agreement and charges will be provided to you by the finance provider.

Please note that a finance agreement is a contract between you and the finance provider, and is separate to the insurance contract. Should you fail to keep up repayments on an instalment agreement or premium finance facility we will contact you to reach a resolve; if the repayments cannot be resolved, or we cannot contact you, we may issue notice of cancellation of the policy cover.

We reserve the right to collect payment of premium in certain circumstances i.e. adjustments to policies, defaulted payments and balances owing following cancellation using any credit/debit card details held. At all times credit/debit card details are held securely.

For return premiums or refunds, where appropriate we will refund monies to the debit or credit card details held on your file. We reserve the right not to issue a refund if the amount due to you is under £20.00.

If you receive a refund you are not entitled to, you must pay it back when we ask you to.

Premiums we collect from you are held in an insurance broking bank account or dedicated client account used for the purpose of holding client premiums. In most cases insurance companies accept that monies paid to us are treated as being received by them (Risk Transfer). However in some cases we will receive premiums you pay to us as your agent. All insurance premiums you pay to us are protected in trust accounts until we pay insurers. We will assume that you consent to us using the accounts in this way, unless we hear from you to the contrary. We will remit the premium to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers. We do not pay interest on amounts accrued in the client accounts.

If you have to change insurer mid-term and your new policy is placed back with us any amount you owe us from your previous contract(s) may be added to your new contract. This could include the amount being added to your direct debit instalment facility in order to spread the cost.

### **Continuous Payment Authority**

If you choose to pay by card you (or the cardholder if this is not you) also agree that we may retain the card details and use these to take any additional premiums, cost or charges relating to the policy, or automatic renewals if applicable, until you state otherwise. This will apply even if the card does not belong to you. You will always be informed before we try to take any funds from the card so you must make sure the cardholder is informed if they are a third party.

### **How we handle debts**

Your insurance policy is at risk of cancellation if you fail to make payment. Where cancellation takes place and a debt arises we will contact you to arrange payment. If payment is not made we will make a charge as outlined in "Payment for our services" to cover our administration costs. If payments were made using a credit/debit card we will attempt to collect any arrears from it.

If you still do not make the full payment, or fail to reach an agreement with us to pay the balance, we may pass your details to a debt recovery agent and you will be responsible for all reasonable costs incurred in the recovery of the outstanding balance this includes debt collection charges levied against the value of the outstanding amount; the rate may vary but will be no more than 25% of the total amount due. If the initial debt recovery agent is unsuccessful the debt may be passed to another agency and then the rate may be more than 25% (details available upon request).

### **Automatic Renewals**

We may offer to renew your insurance policy for you automatically using the payment details you have given to us, unless we advise you otherwise or you have opted out.

If you don't pay by direct debit: we will attempt to collect payment in full from any card details held.

If you do pay by direct debit: payments will continue to be collected from your bank account. The number of instalments you pay might change at renewal, and the number of repayments may differ from your insurance policy term. For example, you might pay 10 instalments but your insurance policy period is 12 months.

We will send your renewal notice in good time before the renewal date of your policy, to provide you with details of your premium, payment, our charges and the cover that is being offered.

If we find an alternative insurance product for you at renewal, we may arrange your cover with the new insurer where automatic renewal applies. We will normally only do this for example, if your existing insurer no longer offers terms or the premium has increased significantly with your existing insurer. We will write to you beforehand to ensure you are kept informed. You must check that the new policy remains suitable and continues to meet your demands and needs. You must let us know before the renewal date if it does not.

It is not always possible to offer automatic renewal in all circumstances regardless of your preference. We will let you know if this is the case before the renewal date.

**Important:** If we write to you about automatically renewing your policy and you do not want us to renew it you must contact us before the renewal date. If you fail to contact us before the renewal date, and we haven't confirmed your policy will be lapsed, any cancellation on or after the renewal date will be subject to the charges outlined in "Your right to cancel" and "Other cancellation terms". If you pay by direct debit or any other credit or premium finance arrangement the lender may also charge you as per their terms and conditions. You can find details about how to contact us on our correspondence or website.

#### **Your right to cancel (not applicable to commercial customers)**

Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason within 14 days of receiving the full terms & conditions. The insurer may make a charge and full details will be outlined in their policy documentation.

If cancellation takes place within 14 days of you purchasing a contract of insurance from us for any reason, including as a result of changes to information supplied to us online, we will make an administration charge to cover our costs – see "Payment for our services".

The administration charge will also apply if we are unable to make contact with you to verify your information, following an online purchase.

If a discount was applied when you took your policy out, it will be deducted from any return premium issued by your insurer on a pro-rata basis.

If any claim is notified in the period of insurance the full annual premium will be required and there will be no refund.

#### **Other cancellation terms (all customers)**

Any other cancellation rights will be set out in your policy documents. We will also make a charge, see "Payment for our services".

Please be aware that some insurers do not allow any refund or may charge short period cancellation rates (please refer to your policy wording for more information).

Cancelling any direct debit instruction does not mean you have cancelled the policy. You will still need to follow the instructions above and in the above heading. If you are paying by instalments you will be liable for any shortfall in the event your finance agreement is terminated.

If a discount was applied when you took your policy out, it will be deducted from any return premium issued by your insurer on a pro-rata basis.

If any claim is notified in the period of insurance the full annual premium will be required and there will be no refund.

We reserve the right to cancel your policy by giving 7 days notice (please note some contracts may require a longer notice period, in which case the correspondence we issue will explain this).

#### **Our right to cancel**

We reserve the right to cancel your cover at any time for any reason and reasons may include but not be limited to:

- Where we, or your premium finance provider, have been unable to collect payment
- Where you fail to send us information or documents that we have requested
- Where we reasonably suspect fraud
- Where staff are subjected to abusive language or threatening behaviour

We will issue a cancellation notice to you unless your insurer requires immediate cancellation for example, where your policy is declared void. Your insurer will charge as per their policy wording and we will also make the charges outlined in "Payment for our services", "Your right to cancel" and "Other cancellation terms".

If any claim, or any incident that might give rise to a claim, is notified then the full annual premium may be required and no refund of premium will be due.

**Notification of Claims**

A 24hour claims line is available which is a service provided by Kindertons Limited.

Simply call 01708 925 057 (24 hours a day, 365 days a year) if you are involved in an accident or suffer damage or loss to your vehicle/property.

Please notify details of any possible claim or circumstance which may give rise to a claim as soon as possible. You should also refer to your insurers claims conditions, which you can find in your policy wording.

**What to do if you have a Complaint**

Our aim is to provide the best service possible at all times. Should there be an occasion when we do not meet your expectations please call us on 01708 609 331 or write to the Customer Services Manager, 7 Station Lane, Hornchurch, Essex RM12 6JL.

Alternatively you can email us at [customer.care@performancedirect.co.uk](mailto:customer.care@performancedirect.co.uk). In the unlikely event we cannot resolve the matter to your satisfaction we will promptly acknowledge your complaint in writing and where necessary provide a final response within 8 weeks of receipt of your complaint.

Full details of the complaints procedure are available on request.

If you are not happy with our response you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS). The FOS helpline is 0300 123 9123. Alternatively you can find them online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or write to them at The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

**Insurer Security**

We do not guarantee the solvency of any insurer we arrange policies with. Some insurers carry a financial strength rating given by a rating agency such as Moody's, Standard and Poor's and A.M. Best. Such ratings are based on an assessment of the financial strength of an insurer and its ability to pay claims to its policyholders. Where that is not the case, we carry out checks using other sources. Any insurer, whether it carries an official rating or not, can still be at risk of failure.

We are satisfied that the insurers we place your business with are suitable, but if you have any concerns then do get in contact. You can find out more information about your insurer by referring to your IPID or key facts document, or your policy schedule and policy wording.

**Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS) and therefore you may be entitled to compensation from the FSCS if we should be unable to meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS on 0207 892 7300 or [www.fscs.org.uk](http://www.fscs.org.uk).

**Limit of Indemnity**

We trade with Professional Indemnity covers in place to a limit of £15million, which is above the legally required limit and within market guidelines.

**Transferred Business**

If we take over the servicing of insurance policies which were originally arranged through another insurance broker, intermediary or direct with the insurer, we do not accept liability for any claim arising out of the advice given by that broker or intermediary, nor for any errors, omissions or gaps in your current insurance protection.

We would ask you to contact us without delay should any aspect of a policy which has been transferred to us causes you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.