

# Moving Food

## Terms of Business

Effective 3<sup>rd</sup> April 2017 to 25<sup>th</sup> May 2018

### **About us**

MovingFood is a trading name of Spotlight Insurance Services Ltd FCA registration number 616284, an Appointed Representative of Saffron Insurance Services Ltd (SISL), an independent intermediary.

### **Who are we regulated by?**

The Financial Conduct Authority (FCA) is an independent watchdog that regulates the financial services sector. SISL is authorised and regulated by the FCA. Our FCA registration number is 302774. You can check this on the FCA register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

### **Products and Services we offer:**

- Commercial insurance products from a range of insurers.
- Commercial and residential property owners insurance from a limited number of insurers and a list of these can be supplied on request.
- Commercial legal expenses insurance from DAS Legal Expenses Company Limited.
- A commercial loss recovery service from a range of insurers.
- A claims management service to our commercial fleet customers managed by Winn Solicitors Ltd.

### **Protecting your Money**

For your protection we will hold your money as an agent of the insurer. In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. Interest that may be earned on these accounts is retained by SISL.

Whilst we constantly monitor the financial strength of Insurers with whom we place business, adverse business conditions could affect their solvency and we cannot therefore guarantee the ongoing financial strength of any Insurer and a liability may arise for the premium, whether full or pro-rata if they were to become insolvent.

### **Service we provide**

We will establish, via our website or by telephone, your insurance requirements and assist you in arranging your insurance cover to meet with your requirements or where these cannot be fully met, provide you with enough information to enable you to make an informed decision;

### **Our fees and charges – Effective from 01/11/2013**

In addition to the premiums charged by insurers, we may charge a professional fee to cover the placing of your insurance All our fees and our charges are non-refundable and all refunds will be made after the deduction of commission. At any time you may request information on our and the agreed provider's commission income or profit share.

	<b>Explanation of Fee</b>	<b>Amount of Fee</b>
New Business and Renewal Fee	Fee payable on new policies issued and renewal of existing policies	Any administration Fee or any other charges will be clearly disclosed prior to commencement of cover or renewal of existing policies.
Mid-term Adjustment	Any change made to your policy after inception or renewal	£20
Cancellation	Payable if the policy is cancelled	£35
Cancellation or rejection of payment	Fee payable if your cheque, card or direct debit payment is cancelled or rejected	£10
Duplicate document charges	Fee payable for providing duplicate documents	£10
Credit card Charges	Fee payable for the use of any acceptable credit card (excludes Debit cards)	£4

You may also incur the following costs from your insurer or credit provider:-

- Insurer charges upon cancellation – practices vary so please refer to your policy documents for any specific arrangements.
- Credit charges vary according to the chosen payment-option so please check your credit agreement carefully for full details
- Arrangement Fees may be withdrawn with prior agreement.

### **What to do if you wish to complain**

It is our intention to provide you with a high level of customer service at all times. However, if at any time you are dissatisfied with the service we provide, we have a formal complaints procedure. You should, therefore take the following course of action:

- In the first instance you should discuss your complaint with the team you have been dealing with.
- If you remain dissatisfied please contact David Beswick our Managing Director using the details below:-
- Call your local team or our head office 01799 588088.
- Write to Moving Food, 22 High Street, Saffron Walden, Essex CB10 1AX.
- E-mail: [help@movingfood.co.uk](mailto:help@movingfood.co.uk)
- We will acknowledge your complaint within three working days and advise you who is investigating the matter and will supply a summary resolution communication within 8 weeks from the initial receipt of the complaint. If we are unable to resolve the complaint within this timescale we will explain why.
- Lloyds Syndicates only. Saffron Insurance Services Ltd Acts on behalf of insurance companies and some Lloyds syndicates. For a complaint about a Lloyds syndicate you may either report the matter to Saffron Insurance or ask Lloyds to investigate your complaint by contacting [complaints@lloyds.com](mailto:complaints@lloyds.com). If you are unsure where your insurance is placed please refer

your policy document or contact Saffron Insurance for help.

- By phone: +44 (0) 20 7327 5693
- By fax: +44 (0) 20 7327 5225
- If you remain dissatisfied with the outcome of your complaint, you may be entitled to refer it to the Financial Ombudsman Service, whose address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0800 023 4567. Further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **How to amend your insurance**

If you want to make a change to your insurance, please telephone a member of your local office or the main office on 01799 588088 and let us know the details of the change that you wish to make and the date the change is to be effective from. If we, and your insurer, agree to the change we will also agree on the effective date of the change. You must give us advanced notice. We will let you know of any additional premium to be paid and any fee that may be payable for the mid-term adjustment.

### **How to report a claim**

To report a claim please call us on 0344 412 2416, at any time.

### **How to cancel your insurance**

Telephone, email ([help@movingfood.co.uk](mailto:help@movingfood.co.uk)) or write to the office with which you deal instructing us to cancel. Please ensure you confirm the policy you wish to cancel and the date you would like this to be effective from otherwise we will not be able to process your request without further contact to confirm the details. Please also do the following:-

- For Employers Liability insurance please return the Certificate of Employer Liability Insurance.

Any applicable refund will not be issued until the appropriate certificate(s) or a lost certificate declaration is received by us.

NB: We may need to confirm the details of the card or account to be refunded before the refund can be processed.

### **Renewing your insurance**

Before your renewal date, we will meet with you and/or send details out to you by post or email. We will invite the renewal of your insurance with the most appropriate insurer and confirm the premium payable and the full terms and conditions, for your consideration. You will need to let us know if you want to go ahead with the renewal and agree payment terms prior to the renewal date. Should we not hear from you, the policy will lapse on the expiry date and you will have no insurance cover after that date. If you would prefer us to renew with your current insurer, please tell us when you call.

### **Your duty to disclose information and to check the wording on Your policy**

It is important that all information you, or anyone acting on your behalf, gives us verbally and/or in writing when arranging your cover, making changes to it or making a claim is true, complete and a fair presentation of your risk. You have a duty to disclose to your insurer every material change in circumstance you know or ought to any changes during the term of the policy, such as a reduction or increase to the sum insured, the risk address, the occupation or business description of any party on the policy, etc. Failure to provide true and complete information could invalidate your policy and/or any claims made under it. Under the conditions of your policy you, or anyone acting on your behalf, must also tell us about any incidents relating to the subject of the insurance cover

such as a fire, theft or loss. When you tell us about an incident, we will pass information relating to it to a database and will share it with your insurer.

As the certificate and schedule are the basis of the cover you have purchased you should read these documents carefully in conjunction with the policy wording, if you have any concerns please do not hesitate contact us.

### **What happens if you default on Your instalment agreement**

If any credit agreement payment is not met, you acknowledge and agree that we may instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use it to offset any outstanding costs.

### **Conflicts of Interest**

Occasions can arise where we or one of our product providers will have a potential conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists, we will write to you to detail the steps we will take to ensure your fair treatment and obtain your consent before we carry out your instructions.

### **Preventing and Detecting Fraud**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), the Hunter Database, run by MCL Software Ltd and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the Registers. Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purpose of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in UK or abroad) other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. You can find out more about this from your insurer, or at [www.miic.org.uk](http://www.miic.org.uk). We may search these databases when you apply for insurance, in the event of any accident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

In order to prevent and detect fraud we or the insurers on our panel may at any time:  
Share information about you with other organisations and public bodies including the Police  
Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this

We and other organisations may also search these agencies and databases to:  
Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household  
Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies  
Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity  
Undertake credit searches and additional fraud searches

NB: You should share this information with all the parties named in your policy.

### **Data Protection**

For Data Protection Act purposes SISL is the Data Controller. We will hold and process your personal data for insurance, administration and marketing purposes. Your data may be shared with other companies who you have insured with. For the above purposes, the information may also be passed to selected third parties, insurers and reinsurers, and may be processed outside the European Economic Area (EEA). You understand that all personal data you supply must be accurate, and you have the specific consent of those other persons insured to disclose their personal data. You may request a copy of the information held by SISL for which a charge of £10 will be made to cover our costs.

MovingFood likes to keep you up-to-date about its own products and services and those of other companies that might be of interest to you. However, if you prefer not to be kept informed please write to: The Data Protection Officer, MovingFood, 22 High Street, Saffron Walden, Essex CB10 1AX or alternatively email [help@movingfood.co.uk](mailto:help@movingfood.co.uk).

### **Who can we speak to regarding your policy**

At the request of many of our customers and to make managing your insurance policy more flexible and convenient, it is our policy to deal with other parties regarding your insurance policy as long as we are satisfied that they are acting on your behalf. This includes all activities relating to the arranging and administration of your policy, such as quotations, amendments, claims, complaints and the cancellation of the policy. We will assume that you are happy to proceed on this basis unless you advise us otherwise. If at any time you only want us to deal with you, or specific named parties, please call us to let us know immediately and we will update our records.

### **Call Recording**

For mutual protection, to allow us to improve our customer service and for training purposes, all calls may be recorded including outbound calls made by us to yourself or someone acting on your behalf.

### **Governing Law**

This document, and all other information that we issue, is directed at United Kingdom residents and shall be governed by, and work in accordance with, English Law. It is also subject to the jurisdiction of the English courts.

### **Compensation Scheme**

If we or your insurer were unable to meet our obligations you might be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about the Scheme is available from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling us.