

Our Terms of Business Agreement

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third-party providers. This is our standard client agreement upon which we intend to rely on. This "Terms of Business Agreement" (TOBA) supersedes all previous versions issued. Your receipt of this document constitutes your informed consent to its contents and by instructing us you are accepting this TOBA. Please contact us immediately if there is anything in this document that you do not understand or with which you disagree. In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

1. **About Us**

Paragon Car Ltd of Jupiter House, Orbital One, Green Street Green Road, Dartford, Kent, DA1 1QG, are an independent intermediary authorised and regulated by the Financial Conduct Authority (FCA). Our FCA register number is 312028. You can check the FCA register by visiting their website www.fca.org.uk or by contacting the FCA on 0800 111 6768. We are also authorised by the FCA for consumer credit broking. We act for one lender.

2. **Trading Names**

Thamesbank Insurance Services, Myinsurer.co.uk, Paragon Household, Homeinsurer.co.uk, Tradeinsurer.co.uk, Quoteyourhome.co.uk, Driveinsurance.co.uk, and Quoteyourmotor.com.

3. **Our Services**

We offer general insurance products from a wide-ranging panel of insurers. We use a single insurer for legal expenses, uninsured loss recovery, key protection, gadget and home emergency cover. You can request a list of those insurers from whom we select our products if you wish.

When a policy is purchased through our Customer Service Centre, we will act on your behalf and make a personal recommendation to you, based on a fair and personal analysis of the market, where possible. If we are unable to do so we will inform you accordingly. In some circumstances, such as where we have the authority to issue an insurer's documents or settle claims, we may act on behalf of insurers and other product providers. You will be suitably informed where we do so.

Policies bought online are non-advised which means that we offer a policy which is closest to your needs but without providing you with advice or a recommendation. It will be your choice as to how to proceed.

4. **Your Duty of Disclosure**

Consumer Customers: 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, including at renewal 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 or all of a claim may not be paid.

Commercial customers: Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair representation of the risk. You must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. *You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search. Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.*

5. **Paragon Car Ltd Fees and Charges**

Consumer Clients (e.g. Private Car, Household)

New Policy or Renewal Administration Fee:	Up to £60.00 (refer to premium breakdown)
Making a Change to a Policy:	£40.00
Dual Insurance Claim	£40.00
Policy Cancellation	£40.00
Administration of a Dishonored / Arrears Payment:	£15.00

Commercial Clients (e.g. Let Property, Motor Fleet)

New Policy or Renewal Administration Fee:	Up to £60.00 (refer to premium breakdown)
Making a Change to a Policy:	£40.00
Policy Cancellation	£40.00
Administration of a Dishonored / Arrears Payment:	£15.00

6. **Policy Cancellation**

Please be sure to contact us if you wish to cancel any insurance policy, we have arranged for you.

With consumer policies, and some commercial policies, there are certain rights of cancellation within the first 14 days of the policy inception and these are shown in each insurer's policy documentation. Please refer to your policy summary or your policy document for further details. If you cancel within this initial cancellation period (where this applies) you will receive a pro-rata refund of premium from the insurer. Please note that not all commercial policies offer a 14-day cooling-off period.

However, in addition, both we and the insurers are entitled to make an administrative charge to reflect the administration costs of arranging and cancelling the policy. **Our charge is £40.00 and will be applied even where insurance cover has not commenced.**

Where policies are cancelled after 14 days, insurers will charge for the cover used in accordance with the cancellation conditions of the policy. **To cover our costs our charge of £40.00 will also apply and any commission earned for arranging the policy will also be retained and deducted from any refund applicable. Where we have written off our commission in order to offer you a discount on your premium as a new business or renewal, please note this will be reclaimed in the event of policy cancellation and deducted from any refund given by the insurance company.**

Please note where there is a difference in the refund due and the settlement amount requested under a premium finance agreement it is the responsibility of the policyholder to settle any outstanding arrears which may be owed including our own fees. A full breakdown of all charges and fees can be provided. Failure to settle outstanding arrears owed may result in further administration fees being applied and the debt being passed to a recovery agent.

No return of premium will be due in the event that a claim, loss or accident has occurred within the period of insurance. There is no refund due for any ancillary policies (such as Legal Expenses, Emergency/Breakdown Cover, Gadget, Key Insurance or Courtesy Car cover) cancelled outside the initial 14 days cooling off period.

Money will be refunded via the same method of payment by which you paid, wherever possible.

7. **Protecting your information**

We take your privacy extremely seriously and at all times we comply fully with the UK GDPR, Data Protection Act 2018 and other applicable data protection legislation. We will only use your personal details in line with our Privacy Notice.

Our Privacy Notice provides comprehensive details including information about the data we hold, how it is used, who it is shared with and where it is stored.

Please read our Privacy Notice carefully, (available on request or by clicking [Privacy Policy](#)) and contact us immediately if you have any queries.

We would like to keep you updated about our relevant products and services by email, SMS and/or telephone. We will do this on the basis of Legitimate Interest. If your consent is required, it will be obtained before contacting you for marketing purposes. Any consent you provide can be withdrawn at any time.

We and/or the insurers and/or credit providers may use publicly available data, including credit reference agencies, to verify your identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes on your behalf. Searches may appear on your credit report whether or not you proceed with your application and/or in advance of your renewal being prepared. In order to maintain a quality service, we record all calls. This data will be held securely.

8. **Your Policy Documentation**

Your policy may contain **WARRANTIES, TERMS, CONDITIONS AND/OR EXCLUSIONS**, details of which will be shown in your **POLICY SCHEDULE**.

It is important that **YOU READ your SCHEDULE** carefully in conjunction with all **the SUPPORTING DOCUMENTATION INCLUDING YOUR POLICY WORDING**.

Failure to comply with any **WARRANTIES, TERMS, CONDITIONS AND/OR EXCLUSIONS** may lead to your policy not operating in the event of a loss and a claim not being paid. If you are in doubt as to whether any of the above apply to your policy, please call us immediately on 03442740162 or e-mail our Admin Team at admin@thamesbankinsurance.co.uk. The Statement of Fact, Policy Schedule and Policy Wording form the basis of the contract between you and the insurer. **As a Policyholder, you are expected to read your policy documentation as soon as you receive it to ensure that all the information contained therein is accurate and that the policy cover meets your needs.** If any information contained in the documentation is inaccurate or requires amendment, please contact us immediately. Failure to do so may lead to your policy being invalidated or not operating in the event of a claim.

If you have any questions about your policy cover, please contact us.

9. Law

The laws of England and Wales govern this agreement, and any dispute is subject to the jurisdiction of the English Courts.

10. How to Claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the insurer direct as soon as possible using the contact details provided. If in doubt about whom you should contact, please contact us.

11. Finance

When you opt to pay for your insurance on instalments, finance will be arranged through a third-party finance company, Close Brothers Premium Finance.

Close Brothers Premium Finance operate by means of a loan under a separate (credit) agreement to the contract of insurance and will conduct credit searches that will appear on your credit report whether or not you proceed with your application and/or in advance of your renewal being prepared. In all cases these checks will be carried out to confirm identity, help prevent fraud and calculate premiums. This is a hard search which will leave a visible mark on your credit report so a prospective lender can see that you've applied for credit and whether you were accepted.

In addition to the credit check undertaken when you first take a policy with us, if you opt to pay by instalments, a credit check will be undertaken **automatically** as part of the automatic renewal process we operate, full details of which are contained in our Terms of Business. You can opt-out of the automatic renewal process and credit check by contacting us at any time, but in all cases **no later than 45 days prior to your renewal date**.

We receive a commission for arranging the finance agreement on your behalf, which is a percentage of the total amount being funded by the agreement.

12. Our Earnings

In return for placing business with insurers and/or underwriters and/or other product providers, we receive a commission from them which is a percentage of the annual premium.

With some insurers/product providers, we may be party to a profit-share agreement or enhanced commissions. 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 or arranging premium finance.

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

13. Protecting Your Money

Prior to your premium being forwarded to the insurer, the premium you pay to us is held by us as an agent of the insurer in a trust account. Your money will be protected at all times because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.

14. Complaints

We aim for 100% customer satisfaction. If, however, you have any cause for complaint please write to the Senior Partner at the address overleaf, call us on 0344 2740162 or e-mail us complaints@thamesbankinsurance.co.uk.

If you remain dissatisfied, you may be able to refer your complaint to the Financial Ombudsman Service by telephone on 0800 0234 567 and further information is available at www.financial-ombudsman.org.uk. A full copy of our company complaints procedure is available on request.

15. Compensation Arrangements

We are covered by the Financial Services Compensation Scheme. 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 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.

The scheme does not apply to Consumer Credit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting <http://www.fscs.org.uk>.

16. Vulnerable Customers

We are committed to helping vulnerable customers and supporting those who need a little extra help.

You can read our Vulnerable Customers Policy here [link], or you can ask one of our team they will be happy to share this with you.

IMPORTANT INFORMATION

Automatic Renewals

Wherever possible, we will endeavor to renew your policy either with your existing insurer or with a selected alternative policy automatically to ensure continuous insurance cover using your last payment method. **Allowing for weekends and bank holidays payments can be collected up to 5 working days in advance of the renewal date.**

If you paid by instalments, it may be necessary to undertake new credit checks in order to prepare your renewal invitation. This will result in a hard search appearing on your credit record. To avoid this, you must opt-out of the automatic renewal process at least 45 days ahead of your renewal.

We will also renew any additional benefits such as legal expenses, uninsured loss recovery, key protection, gadget and home emergency cover or Courtesy Car cover. We will send out your renewal terms at least 21 days before the expiry date. Where we have offered a policy with an alternative provider to your current Insurer, we will identify any differences in cover by providing a comparison table to allow you to make an informed decision in advance of the commencement date.

If we invite the policy on the basis of an automatic renewal, you can opt out of this process at any time during the duration of your policy right up to and on the renewal date. Should you wish to opt out any payments already collected under the automatic renewal issued will be refunded in full. If you however contact us to cancel after the renewal date and cover has commenced, charges for cover used and administration will apply. Charges however may be waived if official proof of alternative cover from your new provider or proof of sale can be provided.

You can advise us by calling our office, E-Mailing or contacting us via our live chat facility. If we do not hear from you to the contrary, we will treat it that you agree to this.

Please note, cancelling the third party finance (direct debit) instruction in place with your bank, making a chargeback or indemnity claim without contacting our office will not stop your renewal and will result in charges for cover and administration being applied. We will not accept responsibility for any bank charges or fees incurred if you fail to contact us.

If your policy is not eligible for automatic renewal, we will write to you prior to your renewal date to advise you how much the new premium will be. You will need to contact us to arrange your renewal.

Continuous Payment Authority

When you complete your purchase online, we will retain your payment details securely and in line with data protection regulations, in order to facilitate future payments on a recurring basis. By accepting these Terms of Business, you are consenting for us to use your card data for this purpose.

If you would like to purchase a policy without consenting to the Continuous Payment Authority, **you can do so by calling our office, E-Mail or via our live chat facility. If we do not hear from you to the contrary, we will treat it that you agree to this.**

Premium Finance

When you pay by instalments, the annual premium is paid to the insurer, in full on your behalf. This means that once the insurer has been paid, you are liable for the full premium, which you agree to pay via instalments, as per the Consumer Credit Agreement you signed. Should you cancel mid-term for any reason, any return of premium given by the insurer will be deducted from the amount you owe. However, due to fees and the interest charges applied under the agreement, it is often the case that there is a balance owing from you after the insurer's return of premium.

Where there is a claim during a period of insurance, **NO RETURN OF PREMIUM** is given by the insurer. This is a condition contained in the policy wording and is standard across the insurance industry. Therefore, if you are paying by instalments and cancel the policy mid-term following a claim, the insurers will not provide a return of premium, meaning the balance of the original annual premium is due.

Defaults

If your credit agreement falls into default, Close Brothers Premium Finance have the right to request the cancellation of your policy. Should this be necessary, they will contact us with instructions for to inform your insurer of their request on their behalf.

If you have any questions or would like to speak to us, **you can do so by calling our office, E-Mail or via our live chat facility.**