

Leisuredays Terms of Business Agreement



1. Who are we?

We are an independent insurance intermediary who specialise in holiday home, park home, caravan and motorhome insurance. Leisuredays is a trading name of Caravan Guard Limited. Our head office address is New Road, Halifax, HX1 2JZ. Tel: 01422 396 888. Email: info@leisuredays.co.uk

2. Who regulates us?

Caravan Guard Limited is authorised and regulated by the Financial Services Authority. Our FSA Register number is 310409. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. Our permitted business is advising, arranging, dealing in and assisting with the placing and administration of general insurance contracts.

3. Whose products do we offer?

We only offer products from a single insurer; you will be advised of the insurer at quotation stage and in your policy documents. We arrange and issue documentation on behalf of the insurer.

4. Payments

We accept payment by cheque but cannot issue cover without payment. The following credit/debit cards are accepted: Visa, MasterCard, Maestro and Solo. Direct debit payments available through Premium Credit Limited. Cover will cease if you fail to pay an instalment.

We receive premiums you pay to us as Agent of the Insurer with whom we place business with under a risk transfer agreement. All insurance premiums you pay to us are protected in an Insurer Trust Account until we pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance or income derived from arranging premium financing.

5. The service we will provide you with

Our services include arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. You will not receive advice or recommendations from us. You will need to make your own choice about how to proceed. This policy meets the demands and needs of someone looking to insure against accidental damage, fire, theft, storm and third party liability protection for injury or damage you may cause to others. As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims. If you mislay your policy at any time, we will issue a replacement policy document, if you request it.

6. What will you have to pay us for our services?

We usually receive commission from the insurer or direct debit provider with whom we place your business. An administration charge of £15 is also made for issuing duplicate documents or use of Royal Mail Special Delivery postal service. We make a charge of £10 to cover the administration costs of any mid year policy adjustment or processing a bounced cheque.

No charge or refund will be made for any mid year policy adjustment if the amount (including £10 administration charge) is less than £10. If the policy is cancelled within 14 days from receipt, providing there has been no claims or incident likely to give rise to a claim, we will refund any premium paid in full. Cancellation administration charges apply, as noted in your policy booklet, outside the 14 day money back refund period.

7. Your Right to Cancel

You have a legal right to cancel your policy for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. If you wish to cancel you can advise us by telephone or in writing.

8. Your Duty to Give Information

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure that all statements you make in telephone calls, on proposal forms, statements of fact, claim forms and other documents are full and accurate.

You should disclose any material information, fact or change in circumstance that is likely to influence the assessment or acceptance of your application for insurance even if a direct question is not asked. If you are in any doubt as to whether a fact is material, you should disclose it to us. Failure to disclose, could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

9. Confidentiality and Data Protection

We will treat all your personal information as private and confidential to us and anyone else involved in the normal course of arranging and administering your insurance, even when you are no longer a customer. We will not give anyone else any personal information except on your instructions or authority, or where we are required to do so by law, or by virtue of our regulatory requirements. We may use information we hold about you to provide information to you about other products and services, which we feel may be appropriate to you. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries please write to us at our usual office address. Please note that we may also send confirmation of your decision to take insurance with us to any company that introduced you to us (e.g. a dealer, holiday park or members organisation). That company may use such information for statistical analysis, confirmation of payment of commission, and/or to improve relevancy of their future marketing campaigns. Please notify us within 14 days of receiving this document if this is not ok.

10. Language Used

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.

11. What to do if you have a complaint

Our aim is to provide a first class service, however, if you wish to register a complaint, please write to Leisuredays, New Road, Halifax, HX1 2JZ or telephone 01422 396888 or fax 01422 396800 or e-mail info@leisuredays.co.uk. We will provide you with a copy of our full complaints procedure and respond to you promptly within 5 working days. We will aim to make a final response to you within four weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded, and will track the progress of the complaint and responses of that party. After our final response has been issued, if you still cannot settle your complaint with us, you are entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion. The FOS Consumer Helpline is on 0845 080 1800 and their address is Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

12. Are we covered by the Financial Services Compensation Scheme (FSCS)?

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 the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.