

Terms of Business

Accepting Our Terms of Business

Briefly and Brieflycover are an online only service meaning we do not offer telephony support. Therefore, all communications and correspondence will be sent via email or Live Chat.

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

About us

Briefly and Brieflycover are trading names of Acorn Insurance and Financial Services Ltd of 98 Liverpool Road, Formby, Liverpool, Merseyside, L37 6BS and is authorised and regulated by the Financial Conduct Authority (FCA). We are permitted to arrange, and deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies. Our firm reference number is 311873, which may be verified on the FCA's Register by visiting the FCA's website at <http://www.fca.org.uk> or by contacting the FCA on **0800 111 6768**. All our sales are conducted on a non-advised basis. This means that you will not receive any advice or personal recommendations from us. We will provide details about the products or policies from which you can make a decision about their suitability for you.

Product Providers

We only provide insurance products from a single insurer 'Haven Insurance Company Ltd'.

These policies can only be purchased online. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

Compensation arrangements

We are covered by the Financial Services Compensation Scheme (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, also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on **0800 678 1100** or **020 7741 4100** or by visiting <http://www.fscs.org.uk>.

Your duty of disclosure

Consumer customers:

If the insurance you are buying or renewing is arranged exclusively for personal use, providing cover for you in a private capacity outside of purposes relating to your trade, business, or profession you are a consumer customer. As a consumer 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 should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid. We use your information to carry out checks on databases which help detect and prevent fraud and financial crime. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how your details may be used or how the information held by fraud prevention agencies may be used can be obtained from us at your request.

Commercial customers:

If the insurance is arranged wholly or mainly for purposes related to your trade, business, or profession you are a commercial customer and you have a duty of fair presentation which means you must disclose every material circumstance and take reasonable searches which is important to the assessment of your insurance risk. Alternatively, you must disclose sufficient information that would put the insurer on notice that it needs to make further enquiries to establish those material circumstances. Otherwise, incorrect information may invalidate your insurance. This duty applies throughout the life of your policy when any variation is made and when you renew your insurance. Material facts are any facts which may influence the insurer’s decision to accept the policy and/or what terms are applied. Failure to disclose a material fact may invalidate your insurance and could mean that part or all of a claim may not be paid. We use your information to carry out checks on databases which help detect and prevent fraud and financial crime. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how your details may be used or how the information held by fraud prevention agencies may be used can be obtained from us at your request.

Policy Cancellations

In the event of cancellation of a policy which is issued for a period of **less than 6 months** there is no return premium from the insurer. Please refer to your policy documents for full details. This does not affect your statutory rights. For details on how to cancel please visit www.brieflycover.co.uk or contact us on Live Chat.

Fees and Charges

In addition to premiums charged by insurers, we make the following charges. Such charges are non-refundable and detailed below.

In return for placing business with Haven Insurance Company Ltd, we normally receive a commission from them which is a percentage of the premium that you are charged. 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.

Fees for setting up your policy (non-refundable):

Car

Policy	Arrangement
30 Day Impound	£65.50
Short Term	Up to a maximum of £60.00

Van

Policy	Arrangement
30 Day Impound	£65.50
Short Term	Up to a maximum of £60.00

Please note these charges are non-refundable in the event of cancellation. Additionally, you will not be able to make any mid term adjustments to your policy.

Prior to acceptance, premium and charges will be explained to you in full. No cover will be incepted until the agreed payment has been received.

Documents sent by email

Briefly is only available via online, we will send all documentation, including certificate of insurance to the email address you have supplied to us. Please note your insurer has the right to cancel a policy by giving you seven days' notice which would be communicated by email. It is therefore important that we hold the correct email address for you so please contact us if you change your email address.

Protecting your money

Prior to your premium being forwarded to the insurer and for your protection, we hold your money as an agent of the insurer in an Insurer Trust Account. This means that it is regarded as having been received by the Insurer when placed in this account. We may need to transfer your money to another intermediary in some cases; where this happens, it is still regarded as having been received by the insurer when placed in the Trust Account. We also reserve the right to retain interest earned on this account. *By accepting this Terms of Insurance Business document, you are giving your consent for us to operate in this way.*

Protecting your information

All personal data held about you will be collected, processed and stored securely in accordance with the Data Protection Legislation. When we refer to the **Data Protection Legislation**, we mean:

- i. the Data Protection Act 2018 ("the 2018 Act") and the United Kingdom General Data Protection Regulation ("UK GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK;
- ii. the General Data Protection Regulation EU 2016/679 ("GDPR") where applicable;
- iii. the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("PECR"); and
- iv. any applicable successor legislation.

We may share your personal data with legitimate third parties where the disclosure is made at your request; or to validate your insurance contract where the law requires us to; or where a mutual third party requires us to validate your insurance contract. Our regulators, for example, the FCA, may ask us to provide it with access to our customer records in order that it may carry out a review of our activities.

Some or all of the information you supply to us in connection with your insurance proposal may be passed to insurance and other companies for underwriting, claims and premium collection purposes. We and/or the insurers and/or credit providers may use publicly available information about you from a variety of sources, including credit reference agencies and other external organisations to verify your identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on your behalf. Each of these searches may appear on your credit report.

Under Data Protection Legislation, you have various privacy rights in respect of your personal data including the right to access and the right to find out about how your data is collected, used and stored. We have set out your rights and how we use your personal data in more detail in our Privacy Notice available on our website www.brieflycover.co.uk. If you have any questions about how we use your personal data, please contact our Data Protection Officer at dataprotection@acorninsure.com.

How to Make a Claim

If you are involved in an accident or incident which may give rise to a claim on your policy you should contact Haven Claims within **24 hours** of the claim or incident occurring, regardless of who you think is responsible or to blame. Please refer to your Insurance Product Information Document (IPIID) or your policy document for full details of what to do in the event of an accident or incident and how to notify your insurer of a claim.

You can report a claim 24 hours a day, 7 days a week, on the claims line number **0345 092 0700** or alternatively you can text "CLAIM" to **83118** to receive a call back from the claims team. If in doubt about whom you should contact, please visit www.brieflycover.co.uk or contact us via Live Chat.

Awareness of Policy Terms

When you take out a policy, we will send you a statement of fact and/or proposal form which shows the information you have supplied to us to obtain insurance cover. Please check this carefully and inform us immediately of any errors via live chat by visiting www.brieflycover.co.uk. Please also check your schedule of insurance, certificate of insurance, along with your policy wordings and Insurance Product Information Document carefully, as it is these documents which forms the basis of the Contract of Insurance you enter into. If you are in any doubt over the policy terms and conditions, please contact us promptly.

Policy validation

To ensure that the policies we provide are appropriate to your needs and provide the correct cover, as well as preventing fraud we are required to validate the information you have provided to us. To do this we may contact you to confirm your details and collect any necessary information to assist in the validation process. By validating your Insurance Underwriting details, we are reducing the risk of incorrect information forming the basis of your insurance contract and future claims not being indemnified due to this incorrect information.

We may need to validate your information initially by checking a number of databases such as Claims and Underwriting Exchange. We may need some further details from yourself such as your Driving Licence details and DVLA share code, which can be sent to us at info@brieflycover.co.uk

If supporting documentation is not received, we reserve the right to cancel the policy or charge an increased premium. We may also cancel or void the policy if a serious misrepresentation or act of fraud is detected, but only if the policyholder has acted deliberately or carelessly in not telling us the truthful information required to validate the insurance application.

Complaints

It is our intention to provide a high level of service at all times. However, we recognise that things can go wrong occasionally and if this occurs, we are committed to resolving matters promptly and fairly. If you wish to register a complaint first, please contact us, we will try to put things right immediately.

You can complain by contacting our webchat service at www.brieflycover.co.uk, or by email at complaints@brieflycover.co.uk. Alternatively, you can contact us by post at, **The Complaints Department, 98 Liverpool Road, Formby, Merseyside, L37 6BS.**

In all cases, please quote your policy number or other reference we have given you. If you cannot settle your complaint with us, you may be entitled to refer the matter subsequently to the Financial Ombudsman Service free of charge. You can contact the Financial Ombudsman Service by telephoning **0800 023 4567** and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected. We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

Conflicts of Interest / customer's best interests

As insurance brokers we generally act as your agent in arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly and professionally ensuring your best interests are our priority. In certain circumstances we may act for insurers and/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

Directors of Acorn Insurance are shareholders in Haven Insurance, an Insurer used by Acorn to place your business. Acorn Insurance is owned by a holding company which also owns Haven Insurance.

Money laundering/Proceeds of crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Adequacy of insurance values

It is the responsibility of the insured to ensure that all sums insured, and policy limits are adequate.

Insurer security

The insurer we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

Termination

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. However, under certain circumstances, such as suspected fraud and/or misrepresentation, your insurers may exercise their right to cancel your policy with immediate effect. Please refer to your policy documents for full details.

Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.