

## Terms of Business – Shield Motorcycle

### Shield Motorcycle Terms of Business 20210401 IDD v1.1

#### Who Authorises and regulates us?

Shield Total Insurance is a trading name of Kingfisher Insurance Services Limited (“Kingfisher”) registered in England. Registered address: Level 15, 30 St Mary Axe, London EC3A 8EP. Kingfisher is authorised and regulated by the Financial Conduct Authority (FCA No 311541). This can be checked on the FCA’s register by checking the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) Kingfisher acts on behalf of Insurers who have authorised Kingfisher to issue and administer your policy.

#### Introduction

This agreement sets out the terms on which Kingfisher (trading as Shield Total Insurance) agrees to act for you as its client. You should read these terms and conditions in conjunction with our privacy notice which can be found online at [shieldtotalinsurance.co.uk/privacy-notice/](http://shieldtotalinsurance.co.uk/privacy-notice/) and the insurer’s policy wording; statement of facts/proposal; Insurance Product Information Document (IPID) and schedule. Please contact us immediately if there is anything in these terms, the privacy notice or insurance documents that you do not understand or is incorrect or if the policy/policies does/do not meet your needs.

#### What services will we provide you with?

You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

As an insurance intermediary we act as your agent for sourcing and placing insurance business and making any amendments to the policy requested by you. We may act as agent of the insurer for the purposes of cancelling the policy, handling claims, collecting or refunding premiums or as otherwise informed

#### Whose products do we offer?

We only offer a product from Highway Insurance Company Ltd

In addition, we offer optional additional add-on products from single insurers:

Key Care provided by Astrenska Insurance Limited

Legal Cover provided by Allianz Insurance plc

#### Conflicts

In certain circumstances we may act for and owe a duty of care to other parties. Where this is the case we will do all we can to ensure that any potential conflicts of interest that arise will be dealt with fairly so as to avoid prejudice to any party. We will inform you if we are unable to manage these conflicts.

#### What to do if you have a complaint?

Full details of our complaints procedure are available upon request. If you are unhappy with our service, please let us know by using your preferred method of contact -

Post: Kingfisher Insurance Services Limited, Ladybird Suite, Burnt Meadow Road, North Moons Moat, Redditch, B98 9PA

Telephone: 03301 746910

Email: [complaints@shieldtotalinsurance.co.uk](mailto:complaints@shieldtotalinsurance.co.uk)

If we are unable to resolve your complaint you may be entitled to refer it free of charge to the Financial Ombudsman Service at: Exchange Tower, Harbour Exchange Square, London E14 9SR or telephone 0800 0234 567 email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full details and further information on the scheme are available online at [fscs.org.uk](http://fscs.org.uk) or from the FSCS at: PO Box 300, Mitcheldean, GL17 1DY

#### Fees, Commissions and Other Remuneration

When we arrange your insurance, we usually receive commissions from the insurer(s), which is a percentage of the premium you pay. This commission does not affect your premium. If another intermediary is involved in your insurance transaction they will usually be remunerated by a proportion of the commission included in the premium you pay, unless a fee in respect of their activities has been agreed with you in advance. We may receive an annual payment based on the profitability of the business written with Ageas (except motorhome)

Policies with a premium of £60.00 or less will be charged a fee of £8.00. Otherwise we will also charge fees as follows:

Arranging or renewing a policy	£15
Mid-term amendments or alterations to your policy.	£12
Cancellation	£30

These fees are in addition to any charges levied by the insurer or premium finance provider and are non-refundable.

#### Cancellation

If you wish to cancel your policy please contact us by email [info@shieldtotalinsurance.co.uk](mailto:info@shieldtotalinsurance.co.uk) or telephone to 03301 746910. You can also write to us at Kingfisher Insurance Services Limited, Ladybird Suite, Burnt Meadow Road, North Moons Moat, Redditch, B98 9PA. If you cancel within the first 14 days no fee is payable to us but you may be required to pay a proportion of the premium for the cover provided, the initial policy admin fee is non-refundable. After 14 days the above fee will apply in addition to the cost of cover provided. If you have made a claim on the policy then the full premium will be due and you will not be due any refund unless you are advised otherwise.

Some insurers’ charge short term rates upon cancellation – please refer to the policy wording. If you are buying over the telephone we will inform you if short term rates apply before you purchase your policy. You can cancel the optional additional product you have purchased within 14 days, on the condition that no claims have been made or pending you will receive a full refund. After 14 days you may cancel the optional additional products but you will not receive a refund of unused premiums.

#### Payment of Premiums

The policy premium (and any fees) must be paid in full prior to the commencement of cover unless we have agreed otherwise. You may be able to spread your payments by using a third party Premium Credit Limited who are a premium finance provider we deal with exclusively. Credit is subject to status and a credit search will be undertaken as part of the application process. If your application for credit is declined the premium will become payable in full. Once credit has been provided, if you do not keep up with your repayments you may incur further charges and the credit agreement and insurance policy may be cancelled, this may be recorded on your credit file and could affect future applications for finance. If you default on your credit agreement and the contract is cancelled, any outstanding balance will be reclaimed from us by Premium Credit Limited and the debt will become due to Kingfisher. If your policy renews at the end of the policy period a new credit check will be run to assess your suitability for finance prior to your renewal date. You may contact us to cancel your credit agreement without penalty within the first 14 days, but the insurance premium will become immediately payable in full. We act as a credit broker not a lender. We may receive remuneration from premium finance providers for introducing you to them – details are available upon request.

We have no obligation to fund premiums on your behalf and failure to pay your premium or maintain payments on premium finance agreements could result in the cancellation of your insurance policy, which will incur a fee as noted above. Cancellation may be invoked by us (acting on the insurers behalf) or by the insurer directly.

#### **How do we handle your money?**

##### Insurer Money (money we hold as agent of an insurer):

Where we have an agreement with your insurer we will hold any premiums paid by or due back to you or claims monies due to you (where we administer a claim) in a trust account. Whilst in this account monies are treated as being held by the insurer— this is known as 'risk transfer'. Any interest earned on the account is retained by us

##### Client Money (money we hold as your agent):

Where we have not been granted 'risk transfer', we will hold premiums you pay to us as your agent. The FCA rules require that client money is kept separate from our own money. As permitted by FCA rules, we hold client money with an approved UK bank, segregated in a client account subject to a Non- Statutory Trust ("NST"). The NST protects client money in the event of our financial failure or the failure of the bank where money is held as this is protected from claims by general creditors. Holding your money subject to the rules of NST means that we are entitled to and may use client money held on behalf of one client to pay another client and also allows us to pay claims and premium refunds before we receive payment from insurers. Any interest earned on the account is retained by us. We cannot use client money to pay our commission before we receive the relevant premium.

##### Co-mingling of insurer and client monies:

We may hold both insurer and client monies together in the NST account when permitted to do so by the FCA. As money held on either basis is protected in the NST, we will not normally inform you on which basis we hold the money we have received from you or on your behalf.

##### Third Party Payments

In the process of arranging your insurance policy, we may be required to pass the premium money you pay us to a third party such as another intermediary or insurance broker but will only do so if this is a necessary function for the provision of your insurance cover.

##### Unclaimed Client Money

From time to time clients move address or for other reasons lose contact with us. Where this occurs, and a balance is due to a client, we will continue to hold that money as client money for a minimum period of six years from the date of the transaction after that period we will cease to hold that money as client money and may transfer it elsewhere. We will continue to maintain a list of transactions affected and undertake to make good any valid claims occurring after the six year period

##### Approved Banks

Kingfisher deposits client money in accounts with the following banks: Barclays Bank PLC, and Close Brothers Limited. We can confirm that the above banks meet with the FCA requirements for approved banks.

#### **Accuracy of information**

Your insurance is based upon the information provided to the insurer and this means that you must take reasonable care to answer all questions fully, honestly and accurately and to the best of your knowledge. Failure to do so may invalidate your insurance cover and mean that a claim may be not be paid in full or in part. A failure to comply with a request to confirm or clarify information previously provided is also capable of being a misrepresentation and could invalidate your insurance cover. Once cover has been arranged, you should notify us of any changes to the information that has been provided to your insurers as soon as possible as failure to do so may also invalidate your insurance.

#### **Continuing payments**

By accepting these terms and conditions 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.

#### **Renewal of your policy**

We will inform you if we are able to offer automatic renewal and we may renew your policy automatically each year unless you request otherwise. If you are paying by monthly instalments, your finance company will issue a new agreement and will then continue to collect direct debits from your account. If the direct debit fails we may need to debit the card from which the original deposit was taken to ensure continuity of cover. If you paid in full we will collect the renewal premium from the same card. You will receive a renewal invitation from us and this will normally be issued 21 days prior to your renewal date. To ensure your payment processes correctly we will debit cards seven days before renewal unless you advise us otherwise. Insurers do not provide a period of grace to renew your policy. If we are not able to offer an automatic renewal, your renewal invite will state this and you must contact us in good time prior to your renewal to ensure continuous cover is in force.

#### **Financial Strength**

Whilst we endeavour to ensure the financial stability of the insurers we deal with, we are unable to accept liability for any losses you may incur arising directly or indirectly from the financial failure or insolvency of any insurer transacting business in the UK or EU.

#### **Data Protection**

Full details of what data we hold about you and how this is used can be found in our [privacy notice](#) which should be read in conjunction with this document. By accepting this Terms of Business you also accept our privacy notice which is also available at [shieldtotalinsurance.co.uk/privacy-notice/](https://shieldtotalinsurance.co.uk/privacy-notice/) or upon request.

#### **Law and Jurisdiction**

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts