



Independent Insurance Price Searching Company

Terms & Conditions

1. Definitions

“You” and “Your” means the person who wishes to use the website, “We” “Us” and “Our” means ICUK Insurance, its employees and agents, its successors and includes any other person or business to which we may transfer our rights under these terms and conditions.

ICUK Insurance is not the insurer but provides consultancy services and services of intermediary nature.

ICUK Insurance does not give any advice or make any personal recommendations as to the suitability of any policy to individual or business client’s circumstances. We may describe policy features, but it is the client’s decision to buy.

2. In terms of introducing insurance services our activities do not include the following

- Accepting deposits
- Effecting or carrying out contracts of insurance as principal
- Assisting in the administration and performance of a contract of insurance

3. In terms of any other financial services our activities do not include the following

- issuing e-money
- dealing in investments
- arranging deals in investments
- arranging home finance activities
- operating a multilateral trading facility
- managing investments
- safeguarding and administering investments
- sending dematerialised instructions
- establishing collective investment schemes
- establishing stakeholder pension schemes
- providing basic advice on stakeholder products

advising on investments

advising on home finance activities

Lloyd's market activities

entering funeral plan contracts

entering into a home finance activity

administering a home finance activity

4. FSMA Regulatory and PCI DSS Compliance Information:As stated in clause 2 and 3 above, as a professional firm we do not perform any of the above regulatory activities, therefore according to The Financial Services & Markets Act 2000 (FSMA) we are not required to be authorised and regulated by FCA and PRA. In terms of handling personal and sensitive data and payment information we are registered with ICO as per Data Protection Act/GDPR 2018 and made our declarations to the information commissioner. We, as a merchant provide information to Security Metrics (www.securitymetrics.com) which involve our security policies, procedures and regulations. Security Metrics has found ICUK Insurance to be compliant with Payment Card Industry Data Security Standards (PCI DSS) endorsed by VISA, Master Card, American Express, Discover and JCB card brands.

5. Consultancy and advisory services as described by the Information Commissioner's Office, for the purpose of Data Protection Act/GDPR 2018:

Purpose Description:

Giving advice or rendering professional services. The provision of services of advisory, consultancy or intermediary nature.

Data Subjects are:

Customers and clients.

Complainants, correspondents and enquirers.

Advisers, consultants and other professional experts.

Data Classes are:

Personal details.

Family, lifestyle and social circumstances.

Education and training details.

Employment details.

Financial details.

Goods or services provided.

Racial or ethnic origin.

6. Financial Services Compensation Scheme (FSCS)

Your insurer would normally be covered by FSCS Financial Services Compensation Scheme; our associates are also covered by FSCS. You may be entitled to the scheme if your insurer can not meet their obligations. Any amount paid to your insurer would be covered by FSCS; this depends on the type of business and the circumstances of the claim. If you receive any separate services from us which may incur a separate administration charge which is non-refundable, will not be covered by FSCS. Further information about compensation schemes arrangements is available from the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th Floor Chambers, Portsoken Street, London E1 8BN.

7. Use of the website

You agree that your use of the website shall be in accordance with the following conditions: You will not do anything that affects the integrity or security of the website or causes unreasonable inconvenience to any of our staff.

8. Definition of Tailored Quote

When we provide service, in most cases we do not act as a broker or agent for any particular insurer, specially for car insurance price searching work. We have provided you with links to comparison websites, and other various companies, to find you the best possible deal so that you can use our website to have an instant quote from a provider of your own choice and buy online. If you are short on time and would like us to manually fill out any form according to your tailored specification and requirement, on your behalf we can work on finding you a Tailored Quote, as long as you authorise us and provide us with accurate information. Based on the details given, we can provide you with no obligation Tailored Quotes from various companies. If a similar quotation (that is generated through our work) is bought, the charges may apply depending on circumstances. We can look into your current situation and the conditions you are currently residing in. With the given information we will manually search into a deeper field of scope, to find insurance suited to your lifestyle. Usually this is a more challenging premium which in turn will save you money and time. By the term Tailored Quote for any policy we mean you can have the policy tailored to your requirements. We cannot make any alterations to the insurance policy itself but we can endeavour to find the type of policy that fits your requirements. Tailored Quote includes our administration fee, interest and all other charges, but it does not include any charges from insurer or broker that may arise later on if you instruct any amendment or alteration to the policy after setting up, like change of car or change of address. When we work on Tailored Quote we always process your data and payment information according to Data Protection Act/GDPR 2018.

8A. Your responsibility to provide accurate details and if your insurer provides any unfair terms the following terms and conditions are applicable for all customers (specially who consumes Tailored Quote service) effective from 2nd January 2017:

The payment you make to insurance company is for insurance cover only. You only pay the insurer/broker, if you agree with insurer's/broker's terms and conditions as stated on their website.

You pay ICUK Insurance a separate service fee for price searching work. If the insurer accepts the payment from your bank card, this fee is non-refundable. We do not take any commission from the insurer and our services is limited to price searching only .If the payment does not go through due to incorrect or false information provided to us by you, such as but not limited to undeclared accidents, penalties & NCB, we reserve the right to charge an admin fee from the amount that you would pay to ICUK Insurance, even if we do not manage to find you a quote with the correct information given to us afterwards. If any similar quotation that is generated through our work is bought, the charges for our work may apply depending on circumstances. If the insurer imposes any unfair terms to cancel your policy, depending on the time of cover we may deduct only £50 of the service charge you have paid us and refund you the rest although according to our full terms we are not obliged to do this. ICUK Insurance is a service providing company, we are not the insurer or broker.

In terms of legality and data accuracy any information entered on the insurer's website has been recorded and insurer/broker sends you this via email link or post. It is your responsibility to register yourself online on your insurer's website and check all documents and print a copy for yourself. If there is any inaccuracy please contacts us within 7 days of buying your policy so we can help you correct any issues as our service charge allows you seven days only for data checking and any change if needed.

9. Price delivery

You should receive the results of our price searching work (Tailored Quote) within 24-48 hours. You will also be contacted by telephone call to discuss where you will have the opportunity to learn more about the policy features. However, we are completely reliant on the availability of the third party sites and on the overall performance of the World Wide Web. At certain times Tailored Quotes are not available. You will be advised if this is the case and under these circumstances we will e-mail you to advise when your quote is ready.

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

Full details of any fees for amendments related to your policy that you directly pay to your insurer can be found in your policy documentation. Any other fees will be discussed or advised of before proceeding with the policy. We provide Tailored Quotes for free of charge but if you decide to buy any policy by using Tailored Quote or its reference, it may incur a separate administration fee. When you pay us any administration fee you only pay us for providing you with the Tailored Quote (only when you choose to buy the policy, if you do not buy any policy, it is free) but not for setting up the policy. A Tailored Quote always includes our administration fee in it. If you give us any false or inaccurate information, it may result in cancellation of your policy and our administration fee will not be refunded. We do not share the administration fee with any insurer and this is not linked with your insurance policy and is non-refundable at any time.

11. Your obligations

You should answer all questions to the best of your knowledge and belief. If you are not sure of any answers, then you should disclose any information you think might be important. If the answers are incorrect, you may have no insurance or additional premiums could be payable, which the insurer reserves the right to collect.

Upon purchasing an insurance policy it is your responsibility to check and if necessary amend any details with any broker or insurer who you decide to purchase a policy from. If you do not do this, this may invalidate the insurance. Unlike other companies, we like to make this clear so that we can be sure you don't face any future problems.

12. Events of accidents and Claims and Underwriting Exchange (CUE)

Any driver who has had any accidents (fault or non-fault) or claims (whether claim made or not) in the last 5 years must disclose this information when asked, failing to do so may lead to an increase of the premium or it may invalidate insurance with the possibility of cancellation fees. Insurers or brokers may also check with CUE for the history of any accidents or claims recorded within the CUE database.

The Claims and Underwriting Exchange (CUE) is a central database of motor, home and personal injury/industrial illness incidents reported to insurance companies, which may or may not give rise to a claim.

13. Motor convictions, fixed penalty or disqualification and Driver and Vehicle Licensing Agency (DVLA)

Any driver who has had any motor convictions, fixed penalties or disqualifications in the last 5 years must disclose this information when asked, failing to do so may lead to an increase of the premium or it may invalidate insurance with the possibility of cancellation fees. Insurers or brokers may also check with DVLA for the history of any motor convictions, fixed penalties or disqualifications recorded within the DVLA database.

The Driver and Vehicle Licensing Agency (DVLA) is the organisation of the UK Government responsible for maintaining a database of drivers and a database of vehicles in Great Britain.

14. No claims bonus (NCB) / No claims discount (NCD)

Proof of No Claims Bonus (NCB) may be required if you take out a policy which a NCB has been applied. It is solely the client's responsibility to provide the proof of NCB. This proof should be a renewal notice or letter from your previous Insurance Company, which shows the main driver as the policyholder and the NCB earned. A policy schedule is not a good form of proof and may not be accepted. This NCB can only be used on one policy at any one time, and must have been used on a policy within the last 24 months.

15. Claims & Underwriting Exchange Register

Insurers pass information to the Claims and Underwriting Exchange Register run by Insurance Database Services Limited (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) to help the insurer to check the information provided and also to prevent fraudulent claims. When the insurer deals with your request for insurance, the insurer may search these Registers and any other relevant registers. Under the conditions of your policy, you must tell the insurer about any incident (such as an accident or theft) regardless of blame and whether a claim has been made or not. When you tell the insurer about an incident, the insurer will pass this information to the Registers and to any other relevant registers. You can ask the insurer for more information about this.

16. Motor Insurance Database

Your motor insurance policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC), sometimes it may take up to 7 days to get your policy details updated on the MID. You can also check information about your own vehicle at www.askmid.com. MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes 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 the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant car insurance 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 the insurer, or at www.miic.org.uk

17. Terms of risk and circumstances where the insurer is unable to provide a quote

All providers specialise in slightly different risks and they do not quote on risks that fall outside their target customers. The more "high risk" or "non-standard" your risk is classed as by them, the fewer prices you will receive. In some cases, it might not be possible for you obtain a quote at all over the internet. In such cases we may put you in contact with a specialist telephone provider who will approach the insurance underwriters direct and negotiate a special rate on your behalf.

18. What to do if you have a complaint?

We aim to provide a high level of service to all our customers but occasionally things can go wrong, when this happens we will do everything we can to put things right.

If you have a complaint about our service or your policy, please write to our Service Quality & Assessment Manager at the address shown below.

Please address your letter to:

Complaints Dept

ICUK Insurance

330 Upper Parliament Street

Liverpool

L8 7QL

Please include details of your name and address, a contact telephone number, your policy or quote number and details of why you are unhappy. This will help us to respond to you as quickly as possible. If we do not have enough information to investigate your complaint we will contact you to ask you for further details.

Within four weeks of receiving your complaint we will send you either:

A final response

or

A letter explaining why we are not yet in a position to resolve your complaint and advising you of when we will be contacting you again.

19. UK residents only

The products and services described on this website are only available to residents of the United Kingdom insuring within Great Britain, Northern Ireland and the Isle of Man (excluding the Channel Islands). By requesting a quote, you confirm that all drivers on your policy are UK residents and that if there is any change to this status then you would immediately notify the insurance provider.

20. Intellectual property

The copyright material contained in this website and any trademarks and brands included in that material belongs to us or our licensors.

You may download or copy the content and other downloadable items displayed on the website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the website for other than personal use is expressly prohibited.

21. Responsibility for content

We are providing this website on an “as is” either end basis and make no representations or warranties of any kind in respect of this site or its contents and disclaim all such representations and warranties. In addition, we make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this website the information contained in this site may contain technical inaccuracies or typographical errors. All Our liability howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

We make no warranty that the website or any linked website is free from viruses, mal ware or other malicious computer problems. You are responsible for ensuring that you use the appropriate Antivirus software. Neither we nor any of our employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property in claims of third parties.

Notwithstanding the foregoing, none of the exclusions and limitations under the clause are intended to limit any rights You may have as a consumer under local law or other statutory rights which may not be excluded or in any way to exclude or limit Our liability to You for death or personal injury resulting from Our negligence or that of Our employees or agents.

22. Privacy policy

We shall comply with all applicable data protection legislation from time to time in force in respect of the personal data we collect from you.

We acknowledge and agree to be bound by the terms of Our Privacy Policy.

23. Third party websites

This website may also contain hypertext links to websites operated by third parties. The operation and content of those websites shall be determined by the organisation which controls the website and this will be governed by separate terms and conditions. Links are provided for convenience only and inclusion of any links should not be taken to imply endorsement in any way of the site to which it links. We accept no responsibility or liability for the contents of any other website

24. Indication and level of our administration and service charges

Trading Standard require that we make you aware of our level of charges. Our services are charged on a time basis for work undertaken on your specific (file/case) requirement. The company’s current charge out rate is £220 per hour for work done by a Senior Service Providing Officer or Management and £200 per hour for all other Service Providers. In addition all letters and e-mails sent out by us and all telephone calls made and received by us will be charged at £22 and £20 respectively. VAT will be added at the appropriate rate (currently 20%) and other expenses, if incurred. Our charges are subject to

annual review. If all or part of any bill rendered by this company remains unpaid we may be able to charge interest.

25. Fraud

If you or anyone acting on your behalf misrepresents or deliberately fails to disclose material facts at inception, at any time during the term of the policy or at renewal of the policy that would materially impact either the terms and conditions or the issue or renewal decision itself. This includes where the insurer has been provided with any information or documents which are false or stolen. The insurers have the right to cancel or void your policy and any other related policies. The insurers may seek to recover any costs they have incurred and may not return any premium.

26. Termination

We have in our sole discretion the right to issue a warning, temporary suspension, or an indefinite suspension and termination of your rights to use the website if you:

- Act inconsistently and in breach of these terms and conditions;
- At any time violate or attempt to violate any rights of any other user of the website or third parties;
- Are engaged in any fraudulent activity.

27.

As outlined in clauses 3 and 4, as a professional firm we do not perform any of the above regulatory activities, therefore in conjunction with The Financial Services & Markets Act 2000 (FSMA) we are not required to be authorised and regulated by FCA and PRA, as we do not conduct in the regulated activity of assisting in the administration and performance of a contract of insurance.

28.

We do not conduct activities as a broker or agent for any specific insurance company. Coherence to Consumer Rights Act 2015 and The General Data Protection Regulation (GDPR) the client (yourself) is appointing or authorising us to carry out price searching work on your behalf to find you a Custom-made quotation or renewal comparison from the available market (based on the accuracy of the information you have submitted to us). ICUK Insurance does not make any personal recommendations or suggestions or give any financial advice to the suitability of any products to our clients.

29. General

If any provision of these terms and conditions are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this agreement and the remainder of the provision in question will not be affected.

English law will apply to this agreement and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

Save as expressly provided elsewhere these terms and conditions shall apply only between us and you and no other person shall be entitled to benefit from them.



ICUK Insurance is a trading name of Innovative Consultancy and Trading Limited, registered in England and Wales, company number: 12583782, registered office: : 330 Upper Parliament Street, Liverpool, L8 7QL. Compliant with Payment Card Industry Data Security Standards (PCI DSS). ICUK Insurance is registered with Information Commissioner's Office for data protection, registration number: ZB266558.

ICUK INSURANCE DO NOT ENGAGE IN ANY REGULATORY ACTIVITIES FOR INSURANCE PRICE SEARCHING.