Our Terms of Business with you

Please read this Terms of Business document carefully as it contains important information of which you should be aware. By asking us to quote for, arrange or handle your insurance, you agree to the terms set out in this Terms of Business and to us acting as your broker.

Company Contact Details

Stella is a Trading Style of Freedom Brokers Ltd, BizSpace Cheadle, Cheadle Place, Stockport Rd, Cheadle, SK8 2JX
Telephone Number: 0333 996 2499
Email: gap@withstella.co.uk

Stella is a trading style of Freedom Brokers Ltd. Freedom Brokers Ltd is an appointed representative of Action 365 Ltd which is authorised and regulated by the Financial Conduct Authority (FRN 306011). Freedom Brokers Ltd is registered in England and Wales, company number 10399389 and its registered address is BizSpace Cheadle, Cheadle Place, Stockport Road, Cheadle, Cheshire SK8 2JX.

About the firm

Freedom Brokers Ltd trading as Stella, (we / us / our) is an insurance intermediary offering products and services from a range of insurers for GAP and Commercial Risk Insurance.

Our Services

We offer a wide range of insurance products and have access to leading insurers in the marketplace. The advice given by the firm is on a personal recommendation based on a fair and personal analysis of the market, however for certain types of insurance we deal with a single or limited number of insurers which we have selected as offering value for money and quality service.

In circumstances where the firm does not give a personal recommendation based on a fair and personal analysis, such as via our customer website or portal, we will provide you with the name of the insurer which the firm may and does conduct business with. We will give you details of these arrangements before you make any commitment on any product, we offer you.

We will explain the key features of the products' cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover.

We will make a recommendation for you after we have assessed your needs or advise you if we are unable to place your insurance. In certain circumstances we provide information only and do not therefore make a personal recommendation.

The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis. We will also make clear in our documentation prior to conclusion of the contract, areas where we are acting as agent for the customer, the insurer or both.

Our service includes arranging your insurance cover on your behalf to meet your requirements and helping you with any ongoing changes you must make, such as amendments to the cover, use and property insured. We will also arrange the cancellation and renewal of your insurance policy.

Charges/Fees

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. These fees are non-refundable.

Fee Type	Maximum Charge	Notes
New Policy inception or Renewal fee where commission is also received	£100*	A charge will be made dependent upon the type of policy purchased. You will be informed in advance of committing to purchase of any relevant charges payable. *Any policy requiring bespoke underwriting of risk will be charged on a case-by-case basis and confirmed before inception
Amendments to your policy	£40 + any change in premium	You will be charged an administration fee for any amendments, this will be added to any increase/decrease in premium.
Cancellations Charges BEFORE policy inception	Nil	No charges are applied to cancel a policy BEFORE the policy has started (inception)
Cancellation Charges WITHIN cooling off period (30 days)	£0	You will be charged for any Policy Inception Charges as they are non-refundable.
Cancellation Charges AFTER cooling off period (30-days dependent upon policy)	Full premium due	After 30 days the premium is due to be paid in full.
Sending correspondence via Special Delivery	£6.50	Our correspondence is mainly sent via email or standard post if requested. Where correspondence is requested or required to be sent via Special Delivery, we may charge you to recover the additional postage costs.

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding £100 and will advise you of the actual amount at the time of quotation or renewal. These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. To the extent that it is not possible for an amount to be given, the firm will provide the basis for its calculation.

Limitations and Exclusion of our Liability

The following provisions set out our entire financial liability to you.

You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise (including our liability for the acts or omissions of our senior management, employees and any appointed representatives shall be limited to £5m per claim, however, our liability for multiple negligence claims arising out of one single cause, is limited to an aggregate amount of £2m. Any claim or series of claims arising from one act, error, omission, incident, or original cause shall be considered to be one claim. We shall not be liable to you for any loss of profit or loss of business whether directly or indirectly occurring and which arises out of or in connection with the provision of our services. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and or varying the exclusions set out above.

Your responsibilities

If you are buying insurance for personal use, your responsibility is to take reasonable care when answering questions, not to misrepresent, and answer questions thoroughly and honestly. Are accepting from you. You must also inform us of any changes in your circumstances or the risk that might affect your insurance cover. It is your responsibility to read and understand the terms and conditions of any insurance policy before accepting it. If you have any doubts, please ask us for assistance.

If the information you give is wrong or incomplete, your claim may not be paid, or payment reduced. Your policy could also be cancelled or voided, and you may not get back your premium.

If in doubt about any point in relation to material circumstances and reasonable search, please contact us immediately.

Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against The Office of Financial Sanctions Implementation (OFSI) HM Treasury consolidated list of Financial Sanctions Targets in the UK as part of the information gathering process.

We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

Consumer Credit

Action 365 Ltd are authorised and regulated by the Financial Conduct Authority in respect of Consumer Credit.

Solvency of Insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):
• New policies: immediate payment on or before the inception date of the policy
• Alterations to existing policies: immediate payment on or before the effective date of the change

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

If you choose to pay for your insurance premium using a finance provider, your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and subsequently your finance provider will send you a document outlining key features of their credit agreement with you including any fees they apply and the cost of default charges.

It is important that you take time to read this document and must contact us if you do not receive this within 14 days of policy inception.
If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them.

Where your policy is paid via the finance provider and you choose to renew your cover, we will again continue to pass your details to them. If any direct debit or other payment due in respect of any credit agreement you enter to pay insurance premiums is not met when presented for payment or if you end the credit agreement, we will be informed of such events by the finance provider.

In certain circumstances the finance provider may contractually oblige us to notify your insurer to cancel the policy. Where we are not contractually obliged to do so by the finance provider, if you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being informed of non-payment under the credit agreement, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use this refund to offset the amount levied by the finance provider on the firm.

If this amount is not sufficient to cover all our costs, we reserve the right to pursue any additional debt owed to the firm through a due legal process. **You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.**
Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you and, whether, or not, your application is successful.

Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. To use the finance provider's facility, you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status.

The payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer.

By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding.

We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing, money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of Freedom Brokers Ltd trading as Stella.

Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party, then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

Cancellation

If you cancel your policy within the first 30 days of purchase, and the policy hasn't started, you will be entitled to a full refund provided a claim has not been made. If the policy has started then our fee is non-refundable.

If you cancel your policy after 30 days no refund will be due and you will have to pay any outstanding premiums.

If you make a claim and cancel your policy, you will have to settle any outstanding premiums before the claim is paid.

Remuneration

In good time before the conclusion of the initial contract of insurance and if necessary, on its amendment or a renewal the firm will advise you:

• On the nature/type of remuneration the firm received in relation to the contract of insurance
• In relation to the contract of insurance the basis/source of the remuneration
• The basis of a combination of any type of remuneration set out below:
o A fee that is remuneration paid directly by you to the firm or,
o A commission of any kind that is a remuneration included in the premium or,
o Any other type of remuneration including an economic benefit of any kind offered or given in connection with the contract.

You are entitled, at any time, to request further information regarding the amount of any commission which we may have received as a result of placing or renewing your insurance cover. We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer. We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers, claims management services and others. Please ask us should you require further information.

Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a single Finance Provider, and we may receive a commission for introducing you to them. The firm will advise the customer of any commission payable by the lender in relation to a credit agreement where knowledge of the existence or amount of commission could affect the impartiality of the firm in recommending a particular product or have a material impact on the customers' transactional decision.

Refunds

Full details will be available in your policy.

In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Your attention is specifically drawn to the following: Where you request a mid-term adjustment which results in a refund of premium, we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not completed a mid-term adjustment. If there are unpaid monies at the point of cancellation, we may withhold any relevant documents until full payment is made and we reserve the right to refer the matter to a debt recovery agency to collect any monies owed to us. This may result in additional costs, which you will be notified of in advance. If you fail to settle a debit balance promptly, we will use any credit or debit card details you have previously authorised us to use to collect the balance, before referring the matter to a debt recovery agency.

We will advise you if this affects you. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £10. Bank details may be retained for the purposes of refunds and claims payments that may be made by BACS.

How to make a claim

As we offer products from multiple insurers, each individual policy will have different claims procedures. Please refer to the policy document for information on how to make a claim.

Complaints

It is our intention to always provide you with the highest possible level of customer service. However, we recognise that things can go wrong occasionally, if this occurs, we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so:

- In writing to the Customer Relations team
- By telephone on 0345 528 0256
- By e-mail at complaints@withstella.co.uk
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website www.financial-ombudsman.org.uk

Further details will be supplied at the time of responding to your complaint.

We are a firm that sell products online and are required to inform you of the availability of the online dispute resolution (ODR) platform to assist you if we are unable to resolve your complaint. This facility will direct you to the alternative disputes resolution (ADR) provider for the firm who in this case is the Financial Ombudsman Service (FOS) and you may therefore wish to contact them directly.

More details are available on https://webgate.ec.europa.eu/odr

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme depending on the type of business and circumstances of the claim if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at www.fscs.org.uk

Confidentiality and Data Protection

We are a data controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history).

Details of our legal basis for processing your information, along with details of any third party recipient whom it may be necessary to share your personal data with in order to fulfil the contract, retention period for data held, security of your data, your rights under the General Data Protection Regulations (GDPR) including the right to complain can be found in our full 'Privacy Notice' on our website at https://www.withstella.co.uk/

Communications/Documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately. Here at Stella, we send your policy documents and policy related communications electronically, including by email or via your online portal. So, to make sure we can always stay in touch, you'll need to keep us updated with your current email address and mobile phone number. You can choose to receive your paper versions of your policy documents by post free of charge upon request.

Termination of our authority to act on your behalf

You or we may terminate our authority to act on your behalf by providing at least 7 days' notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to these terms of business unless we agree otherwise in writing.

You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of written termination.

Conflicts of Interest

Occasions can arise where we or one of our associated companies, clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists that cannot be managed by our procedures, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Action 365 Ltd and Stella Services have close links with us, either by direct financial holding or through common or shared directors. We are members of the same group of companies.

General

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales or Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions, and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.