OUR TERMS OF BUSINESS - VAN

Gladiator is a trading name of Able Insurance Services Ltd and is located at Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN. Able Insurance Services Ltd is an Insurance Intermediary, and we represent a number of Insurance Providers. Able Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority (FCA Registration Number 311649). Please read these notes carefully.

Quotations

Gladiator gives quotations based on the information given to us by you or your representative. When a policy is taken out we send you a copy of your Proposal Form, which shows all the information given for your quotation. Your Insurance Provider has the right to decline your risk, increase your premium or offer a policy containing restrictions in cover at any time before acceptance of the quotation. **Insurance Providers may change their prices at short notice.** Unless otherwise advised the ability to Drive Other Vehicles on a third party basis is not covered under any policy. Unless stated in your quotation and policy document there is no cover for any personal effects, goods or tools of the trade on any policy. The term “carriage of own goods” relates to the use of the vehicle and not what is covered.

Misrepresentation

Failure to accurately and honestly answer all questions asked could render your insurance invalid and not give protection in the event of a claim. The questions we ask are those which are likely to influence the acceptance and assessment of your proposal. Any misrepresented details could lead to the cancellation of your policy and/or you may be required to pay additional premiums. If you have paid your policy in full, we may debit any credit/debit card previously used to transact business on any Able Insurance policy. If you pay by Direct Debit, we will automatically spread any additional premium over your remaining instalments. We will retain 30% of the full annual premium and charge for your time on cover if your policy is cancelled as the result of misrepresentation. You should call us if you require more information.

Fees

Gladiator will charge a fee of £25.00 for setting up or renewing your policy, we will apply a £7.50 charge for printed documents for the remaining policy term. If you make a change to your policy such as a new vehicle, change of address or any other policy change a £25.00 administration fee may also apply. Missed instalments may be subject to a £4.50 charge. Please note, any amendments are subject to approval by the policy underwriters. Your Insurance Provider will take off their charges for any refund before passing it to us to pay to you.

Making a claim

If you have an accident or need to make a new claim, please call the claims helpline administered by Auxillis Limited immediately on 0800 587 5765. It is important that you report any incident or accident as soon as possible, even if you are not making a claim yourself. If a claim is made on the policy or an incident has occurred that may lead to a claim during the period of insurance, the full annual premium may be due with no refund given. It is likely that any No Claims Bonus you have could be affected. Please check your Insurance Provider’s policy booklet for full details on how your No Claims Bonus will be handled.

Paying by instalments

A motor insurance policy is a 12-month contract and if you decide to terminate the contract early your Insurance Provider will apply cancellation charges. Therefore, customers who pay by instalments will often be left with an outstanding amount to pay if they decide to cancel their policy early. Please refer to the ‘Cancellation of your policy’ section. **We must point out that cancelling your Direct Debit Instruction will not automatically cancel your policy.** If you wish to cancel your policy it is very important that you contact us immediately. If you choose to pay by instalments, we will pay your Insurance Provider the full premium in advance on your behalf. You will then be responsible to repay us according to the payment plan through the Direct Debit Scheme. Interest is charged on all premiums paid by instalments. It is your responsibility to ensure that the bank account details we hold are current and valid at all times. If a Direct Debit payment is rejected, you must contact us within 14 days to pay any outstanding amount by credit/debit card. If we do not receive payments of any missed instalments in full, we reserve the right to withdraw the Direct Debit facility and we may ask that the remaining balance be paid in full. Please refer to your credit agreement for facts about the Direct Debit Scheme.

Renewing your policy

Where your policy is due to automatically renew, we will apply for payment up to 7 days prior to your renewal date. It is your responsibility to ensure that payment has been made and that your policy has renewed. If we are unable to auto-renew your policy for any reason, cover will cease at the end of your original policy term. At renewal, we may also run a check through a credit reference agency. If you do not wish for us to do this, please advise a member of our renewals team.

Cancellation of your policy

We may cancel your policy at any time by sending a minimum of 7 days notice in writing to your last known address if you:

- fail to respond to written requests for further information, or documentation
- fail to make a payment
- fail to disclose facts that may affect your cover about you, your drivers, your vehicle or its use
- harass or use abusive or threatening behaviour against our staff or behave in a manner that is inappropriate for us to continue your insurance

If a claim is made or had arisen during the period of insurance the full premium may be payable and no refund will be given. This applies in all circumstances regardless of the payment method. The policyholder may cancel the policy by telephoning our Customer Service department on 0333 220 2095 or by notifying us in writing, via a letter signed by the policyholder. Any refund due will be processed as soon as your policy is cancelled. Similarly, any outstanding amount owed on the policy will need to be settled in full on the date of cancellation. Please note that cancellations cannot be backdated. We will cancel your policy with immediate effect if the risk covered becomes unacceptable during the policy term.

Cancellation during the cooling off period

You have the right to cancel your policy within 14 days of the policy start date. If you exercise this right and cover has not commenced, you will be entitled to a full refund. If the insurance has commenced, your Insurance Provider will make a deduction for the time you have been covered under the policy and may apply a cancellation fee. In addition we may charge a fee of £25.00 to cover our arrangement costs. Any additional products purchased are subject to the same cooling off period and are fully refundable within this period subject to no claim having been made. All cover will be deemed as null and void from inception.

Cancellation outside the cooling off period

Your Insurance Provider will apply a charge for the time you have been covered under the policy. Charges can vary between Insurance Providers and are detailed in your policy documents. Gladiator will also charge a cancellation fee of £50.00. Additional products are non-refundable. Please note that the combination of charges and non-refundable products as outlined above will often result in a greater charge than the actual period of insurance. This may leave customers who pay by instalments with an outstanding balance that will need to be paid at cancellation. Please refer to the ‘Paying by Instalments’ section. To recover any outstanding balances, we may debit any credit/debit card previously used to transact business on any Able Insurance policy. Gladiator may use a third party debt agency to recover any outstanding balance; as a result you will incur additional charges. If you have paid your premium by debit/ credit card, all refunds due will be credited to the original card.

Comments and complaints

We are dedicated to providing you with a high quality of service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service, please contact us and we will do our best to solve the problem. Please write to the Quality Manager at Gladiator, Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN. Tel: 0333 222 6720, email: gladiatorquality@aisl.uk.com.

Protecting your data

For your protection we may record or listen to telephone calls. Gladiator may occasionally send you offers from third parties who act on our behalf. If you do not wish to receive such mailings, please write to the Data Protection Officer at: Gladiator, Ty Admiral, David Street, Cardiff CF10 2AA.You have the right to ask for a copy of the information held by us on computer. In accordance with the Data Protection Act 1998, we are entitled to charge £10.00 to cover the administration costs. You also have the right to request us to correct any inaccuracies in your information.

WE'RE HERE WHEN YOU NEED US

Customer Service department 0333 220 2095

Claims email: claims@auxillis.com

Sales department 0800 519 2555

Renewals department 0800 519 6446

Claims line 0800 587 5765

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