

# OUR TERMS OF BUSINESS - LIABILITY

Gladiator is a trading name of Able Insurance Services Limited and is located at Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN. Able Insurance Services Limited is an Insurance intermediary representing a number of Insurance Providers. Able Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA 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.**

## Non-disclosure

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. Providing incorrect/false details could lead to the cancellation of your policy and/or you may be required to pay additional premiums. We will charge a £50.00 fee if your policy is cancelled as the result of non-disclosure or the provision of false information. You should call us if you require more information.

## Administration charges

Gladiator will charge a fee of £25 for setting up or renewing your policy. Also if you make a change to your policy such as change of address or any other policy change, require copies of documents, a £25 administration fee will also apply. Your Insurance Provider will take off their charges from any refund before passing it to us to pay to you.

## Making a claim

If you need to report a new claim, you will need to contact your Insurance Provider directly. The Claims telephone number will be found in your policy booklet. You may be asked to complete a Claim Form. **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 is payable and no refund given. This applies in all circumstances regardless of payment method.**

## Paying by instalments

This insurance policy is a 12-month contract and if you decide to terminate the contract early your Insurance Provider will apply short period 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 cancel your policy.** If you wish to cancel it is very important that you contact us immediately and return your Policy Schedule. Please note that if you are cancelling your Employer's Liability or Goods in Transit Insurance you will need to return your Certificate of Insurance.

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.

**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 7 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 ask that the remaining balance be paid in full. Please refer to your credit agreement and facts about the Direct Debit Scheme.**

## Renewing your policy

If we are not in receipt of payment by your renewal date the policy will expire. 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 been renewed.

## 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 may effect the cover provided to you and your employees
- If you 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 is payable and no refund will be given this applies in all circumstances regardless of the payment method.

## Cancellation during the cooling off period

You have the right to cancel your policy within 14 days of receipt of your policy documentation. 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 we will charge a fee of £25.00 to cover our arrangement costs. Any additional products purchased such as Goods in Transit 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 short period 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. Any additional products you may have purchased, such as Goods in Transit 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. We may use details of the last card transaction on the policy to recover any outstanding balance. 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: 0800 952 1333, 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, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ. 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 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

**Public Liability/Tools Cover Sales**  
**0844 848 4304**

**Public Liability/Tools Cover Renewals**  
**0844 848 4306**

**Public Liability/Tools Cover Sales Customer Care**  
**0844 848 4305**

**Web**  
**www.gladiator.co.uk**