

Terms Of Business Agreement

Definitions: In this Terms of Business Agreement "**we**", "**us**" and "**our**" means Ageas Retail Limited and/or Ingenie Services Limited. **We** are an intermediary working on your behalf to understand what you need from your insurance and to offer appropriate products and services. We work on behalf of insurers to incept, collect and refund premiums for your insurance policy. Ingenie Services Limited, registered in England and Wales No 07465078 at Thorncroft Manor, Thorncroft Drive, Dorking Road, Leatherhead, Surrey, KT22 8JB introduces you to Ageas Retail Limited who will arrange and administer your policy of insurance.

Ageas Retail Limited is registered to England No 1324965 and **our** registered address is Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Our Regulator: Ageas Retail Limited are authorised and regulated by the Financial Conduct Authority ("FCA") and our Firm Registration Number is 312468 and Ingenie Services Limited is authorised and regulated by the Financial Conduct Authority ("FCA") and our Firm Registration Number is 565208. You can check this by calling the FCA Consumer Helpline on 0800 111 6768 or at the website www.fca.org.uk.

Ownership: Ageas Retail Limited is a wholly owned subsidiary of Ageas (UK) Limited and a sister company to Ageas Insurance Limited.

Language: During the term of any insurance policy **we** set for you **we** will communicate with you in English.

Your Agreement To These Terms Of Business: In seeking insurance through **us**, you agree to the Terms of Business Agreement and to **us** acting as your agent. This does not affect your normal statutory rights.

About Our Service: **Our** service includes arranging your insurance cover and helping you with on-going changes. You will be asked a series of questions so **we** understand what you need from your insurance, **we** will not provide advice or recommendations. Please ensure that the policy meets your needs.

About The Products We Offer:

We offer products from Ageas Insurance Limited, Covea Insurance plc. Highway Insurance Company Limited, Royal and Sun Alliance and Zenith Insurance Plc for motor insurance contracts.

We offer optional additional products of Legal Expenses, Replacement Vehicle and Motor Breakdown from Ageas Insurance Limited.

Our ingenie Learner Driver product is offered from Ageas Insurance Limited.

Important Information: Please take care to answer all questions honestly and to the best of your knowledge. If you don't your policy may be cancelled, treated as if it never existed, or your claim rejected or not fully paid.

You should read and retain all the documents we have sent or may send in the future. You should make sure the documents are accurate and contact **us** if the documents contain any errors. If you have any queries about your policy or do not understand it, please inform **us** immediately and **we** shall be pleased to assist you.

What You Will Have To Pay For Our Services:

We may make a charge and **our** charges are detailed below. There are no fees applied to **our** Learner Driver Product. These charges are independent of any charges imposed by the insurer. Certain other fees may be charged under the contract of insurance in relation to your telematics device these are referred to in the Fees and Charges section of the policy wording.

These fees are non refundable with the exception of the cooling off period set out below:

A fee of £25 when a change is made to your insurance policy;

A fee of £12 for Direct Debit defaults and returned cheques;

Cancellation fees are as follows (This section does not apply to our Learner Driver Product):

1. Within 14 days from the later of either the purchase date of the policy or the date you receive your policy documents - the cooling off period:

We will retain an administration fee of £10 for the setup of your policy.

Your insurers may make a pro rata on risk charge plus an administration charge, please refer to the Policy Summary or Policy Wording for further details.

2. After the 14 day period:

We will retain a cancellation fee of £35 to cover our administration costs in the event of the policy being cancelled outside of the cooling period.

Any fees **we** apply to your policy will be independent of any charges imposed by the insurer. Any add on products that you may have purchased will be charged at the full price in the event of cancellation.

Please note that your insurance premium may have included a discount. If this is the case (the letter accompanying your insurance documents will tell you) in the event you cancel your policy before its expiry date, **we** will still include this discount.

If you wish to cancel your insurance contract let **us** know in writing to: Customer Services, Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke-on-Trent ST4 4TW.

If your policy is cancelled and there are unpaid monies, **we** may withhold any relevant documents, such as proof of no claims discount, until full payment has been received. **We** also reserve the right to refer the matter to a debt recovery agency to collect any unpaid monies owed to **us**. This may result in you incurring further costs, which you will be notified of in advance.

What Is Received From Your Insurers: When you arrange or renew your policy and any additional optional products, Ingenie receive or retain commission from your insurer(s) which is a percentage of the premium

Receiving Your Documents: If you are currently receiving your documents electronically then **we** would encourage you to continue to do so, saving paper saves trees let's help our environment! Paper copies can be provided though, if you would prefer this please call **us** and let **us** know. If you are receiving paper copies and would prefer the convenience and more environmentally friendly option of electronic copies, then again please call **us** and let **us** know.

Validity Period: Where **we** have provided a quotation **we** operate in a real time live environment where rates change on a daily basis. Therefore rates are only guaranteed at the time the quote is obtained.

Claims: **We** do not process claims for your insurer. When you tell **us** about a claim **we** will need to take your name, address, policy number and enough detail about the claim so that your insurer can best decide how to proceed. In these circumstances, **we** are acting as your agent. Full details of how to make a claim are included in your policy booklet. Please note that your insurer shall have no responsibility in handling any claim if the incident date is after the date of a cancellation or the lapse or end date of your policy.

Client Money: **We** act as agent for the Insurer for the collection of premiums and payment of premiums. This means that premiums are treated as being received by the insurer when received in **our** bank account and any premium refund is treated as received by you when it is actually paid over to you.

Confidentiality: **We** will treat information received from you relating to this Terms of Business Agreement and to the Insurance business as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil **our** obligations in the conduct of insurance business and except as may be required by law or by the FCA. For the avoidance of doubt **we** shall be entitled to disclose such information where necessary to insurers or reinsurers, actuaries, auditors, professional agents and advisers and other Group companies. This paragraph will not apply to information which was rightfully in the possession of **us** prior to this Terms of Business Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this paragraph) or which is trivial or obvious.

Use Of Your Personal Information: For details of how **we** collect, use and store your personal data - please visit **our** website <https://www.ingenie.com> or contact **our** Data Protection Office at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or thedpo@ageas.co.uk. You can also request a copy by contacting **us**.

Change Of Insurer: As your agent acting on your behalf, **we** may from time to time use a different insurer(s) to provide you with insurance. A change of insurer(s) may take place on the renewal date of your policy or at any other time. **We** will notify you prior to any change of insurer(s) and advise you of any change in the policy terms. Accordingly, you authorise **us** as your agent to place your insurance with insurers other than those named in your schedule or certificate. You will have the opportunity to terminate that policy both before and after such a change becomes effective.

Outstanding Monies Owed: You shall pay **us** on demand all outstanding monies arising from any contract you place with **us**. You agree that **we** can obtain these monies from the original debit or credit card using the details you supplied to pay the deposit to set up the insurance contract. However, **we** will write to you in good time to inform you of **our** intention to do so.

In the event of a valid claim made on your insurance contract, and subject to the relevant authority of your insurer, **we** shall offset any outstanding monies owed to **us** by you, from any financial settlement provided by your insurer under the terms of your insurance contract.

Automatic Renewal: Each year **we** may seek to automatically renew your insurance contract at the end of your 12 months policy period by using the personal and payment details you originally supplied to **us** and **we** will write to you towards the end of this period providing appropriate information about the insurance contract in good time, to enable you to make an informed decision about your policy. This will also provide you with the opportunity before your renewal date to tell **us** if you do not wish to renew.

Irrespective of whether you receive a renewal reminder, it remains your responsibility to ensure that your insurance is valid and in force.

Automatic Renewal does not apply to **our** ingenie Learner Driver product.

Complaints Procedure

In the event that you are not happy with any aspect of **our** service **we** will aim to resolve the issue as quickly as possible. Please follow the guidelines below:

Let us know

We need to know the nature of your complaint and how you think the problem should be resolved. You can do this by:

- Telephoning **us** on the number shown on any of **our** letters.
 - Writing to **our** Customer Service Manager at Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke-on-Trent ST4 4TW.
- We** will try to resolve your complaint by the end of the third business day. If **we** are unable to do this, **we** will write to you within five working days to either:
- Tell you what **we** have done to resolve the problem; or
 - Acknowledge your complaint and let you know when you can expect a full response. **We** will also let you know who is dealing with the matter.

If your complaint is about an authorised insurer

If you have a complaint against your insurer, you should contact your authorised insurer, whose address is shown on your schedule.

If you are insured by Lloyd's of London

If you are still dissatisfied and you are insured by Lloyd's of London, you may write to: Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA.

Contact the Financial Ombudsman Service

If **we** have sent you either **our** 'summary resolution' or 'final response' letter or if eight weeks have passed since you first raised your complaint with **us** you have the right to contact the Financial Ombudsman Service (FOS) at the address below, but you must do this within six months of the date of either the summary resolution or final response letter. Please note that they will only consider your complaint once you've tried to resolve it with **us** first.

In writing: Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London E14 9SR.

Telephone: 0800 023 4567
E-mail: complaint.info@financial-ombudsman.org.uk
Web: <http://financial-ombudsman.org.uk>

Please note that if you do not refer your complaint within the six months, the FOS will not have **our** permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Alternatively if you have a complaint about a service you have bought online you can make a complaint through the following European Commission's Online Dispute Resolution Platform: <http://ec.europa.eu/consumers/odr/>

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. Insurance advising and arranging is covered at 90% of the claim, without any upper limit. Where Motor insurance has been arranged you will be covered at 100% of the claim, without any upper limit. Further details about compensation scheme arrangements are available from the FSCS.

Governing Law and Jurisdiction: This Terms of Business Agreement, and all quotations and policies that **we** obtain for you are subject to the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales unless your policy document states otherwise.