

## General Terms of Business Agreement

### Law and Language

This Terms of Business is subject to English Law and the jurisdiction of the English Courts. We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

### Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all the information carefully. If you do not agree to any part of the information, please tell us. We assume that you accept the terms of this agreement unless we hear from you.

### Limit of Liability

This clause restricts the amount that may be recoverable because of our negligence. Other than injury or death of any person (that no cap on liability will apply), our liability to you for the services we provide shall not exceed £10,000,000 about any one event or connected events.

### The Regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. We are authorised for advising, arranging, dealing, and assisting with the performance and administration of all types of General Insurance policies. We are also authorised to undertake Credit Broking as part of our Consumer Credit Activities permissions. Our firm reference number is 307350 and you can check our status and permissions at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

### General Data Protection Regulations

My Policy aims to process your data responsibly, fairly and in strict accordance with the General Data Protection Regulations (GDPR) effective 25<sup>th</sup> May 2018. These regulations replace the Data Protection Act 1998 (DPA) and require wider disclosure of compliance than the previous DPA, including (but not limited to):

- Our lawful bases of processing;
- The information we collect, including GPRS data, and how we use and share that information;
- How long we keep information, including the purposes (e.g. administer your policy);
- The technical and organisational measures we have in place to safeguard your information;
- Your individual rights; and
- Our approach to marketing

As with many organisations, and to ensure Customers can easily access details on the areas listed above, My Policy has developed a separate **Privacy Notice**. This forms part of the Welcome Pack we provided to you when you took out your policy and again is included when we communicate with you about the renewal of a policy; alternatively a copy can be found at [www.mypolicy.co.uk](http://www.mypolicy.co.uk)

It is vitally important to take time to read this document carefully as it contains full details of the basis on which we will process (such as collecting, using, sharing, transferring) and store your information. It is also your obligation to ensure you show this notice to all parties related to this insurance arrangement. If you have given us information about someone else, you are deemed to have their permission to do so.

If you have any questions, including a copy of the privacy notice, or any further information about our approach to the GDPR you can e-mail [info@mypolicy.co.uk](mailto:info@mypolicy.co.uk) or write to our Data Protection Officer, My Policy Limited, Prospect House, Halesowen. B62 8DU.

## Other Drivers

As mentioned in the above GDPR section, it is your obligation to ensure you show this notice to all parties related to this insurance arrangement as the information you provide may include information about other drivers permitted under your policy. Whilst we have your consent we shall process that information on the understanding that you have explained how and with whom My Policy shares and processes information, including telematics data to any other permitted driver and providing them with details of how they can access our [Privacy Notice](#).

## Marketing (including Other Drivers)

It is extremely important that all other drivers permitted under your policy understand how My Policy processes information, including that set out in the Marketing Section of our Privacy Notice and these terms and conditions. The reason this is important is because the Telematics Smart Box cannot detect who is driving and all journey data will therefore be viewed as a whole.

Separately we will always ask for your permission (consent) to contact you, including the means to contact you (such as by phone, or e-mail, push notifications, SMS text, or post) to tell you about;

- a) new products or services we have or are developing;
- b) trialling products and services which we think may improve our service to you or our business processes;
- c) offer you rewards;
- d) enter you into a competition.

We will typically ask for your permission when you first contact us (usually on our website), but you will maintain the right to easily withdraw your consent whenever you wish (unsubscribe). We will regularly review your consent to check that your relationship with us and the processing and the purposes have not changed.

We will have processes in place to refresh your consent at appropriate intervals, including any parental consents and act on withdrawals of consent (unsubscribe) as soon as we can and not penalise you if you choose not to give or later choose to withdraw your consent.

## Credit checks

Unless you instruct otherwise, you consent to us allowing insurance companies we may approach on your behalf to conduct a credit search to check identity and assess your credit worthiness. This process usually involves a 'soft' check that is still visible on your credit report, but these do not affect your rating. When potential lenders check your credit report, they will not see the soft inquiries.

## Our Fees, Commission and Charges

We usually receive a commission from the insurance provider with whom we place your business. In such a case, the commission will be paid to us when we are in receipt of cleared funds from you (or if relevant the premium finance company) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance agreements for the payment of insurance premiums and usually as a percentage of the individual loan and paid to us directly by the premium finance provider. We may also receive a commission or fee for passing introductions to other professional firms. In addition, we may make the following charges to cover the administration of your insurance:

## Telematics Standard Fees and Charges<sup>1</sup>

<b>Arrangement Fee</b> (for arranging a new policy)	<b>£247</b>
<b>Administration Fee</b> (for changes you make during the year)	<b>£25</b>
<b>Cancellation Charge</b> (when you cancel a policy)	<b>£75</b>
<b>Renewal Fee</b> (for arranging renewal of a policy)	<b>£75</b>

<sup>1</sup>This table of charges should be read in conjunction with our Telematics Terms and Conditions which includes details of specific charges in relation to our Telematics Policies. This can be found at [www.mypolicy.co.uk](http://www.mypolicy.co.uk). (Legal Section).

In providing our service to you, if your insurance policy is cancelled after the statutory 14-day cooling-off period, we will charge (if you are due a refund of premium) the amount of commission which would have been due to us by the insurer. This amount will be specified and advised to you at the time you decide to cancel or, should we cancel in accordance with the terms and conditions set out to you, we will advise you of the amount following the cancellation.

Importantly, in addition to the commission amount, we will also charge you an administration fee to cancel the policy. In exceptional circumstances, we may choose to review our commission in the interests of treating a customer fairly, this will be strictly at our discretion.

In any event, if you choose to cancel your insurance policy within the statutory 14-day cooling off period, you will be charged our cancellation fee shown in the Fees & Charges table, this charge will apply in addition to the charge for cover provided.

Any other specific charges, which might apply to individual policies, will be advised to you prior to the commencement of each contract applicable to a particular policy. You are entitled to request at any time, information about the commissions that we may have received about your insurance, if you want this information please contact us.

### **Our Service and Type of Sale**

We can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf. We will either:

- (a) ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties. We will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks; or
- (b) provide you with information only; including generic comparisons between different insurers, you will need to make your own choice as we will not provide you with any advice or specific recommendations.

We will confirm to you the level of service we are providing as part of our sales process. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes and assisting you if you need to make a claim, or where we outsource claims handling facilities to give you an enhanced service. If we use the services of another intermediary to place your insurance, we will advise you of the name of the intermediary we use and the name of the insurer. If you mislay your policy at any time, we will arrange a replacement policy document if you request it.

### **Our Selection**

We offer typically products from a wide range of insurance companies and our selection will principally involve presenting to a reasonable number of insurance companies that will insure for the risk at hand (fair analysis of the market). Sometimes we may only approach one, two, or a limited number of insurers (limited Panel) in any event we will tell you the basis of our selection as part of our selling process. You can also request a list of the companies that form the Panel we have approached.

### **Financial Strength**

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and A M Best published with other readily available information within industry guides, newsletters and press releases. Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

## Money

We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers. This will include holding your money in one of the following ways.

A non-statutory trust client bank account that allows us to use the money held in trust on behalf of one customer to pay another customer premium before we receive it from that customer and to pay premium refunds or claims before we receive payment from Insurance Companies. This is a standard practice within the Insurance Industry and we cannot use your money for any other purpose. We do not pay any interest on premiums held by us during arranging and administering your insurance, unless, in the case of consumer transactions we receive more than £20 per transaction, and then we will ask for your permission to retain the interest. Unless you tell us otherwise, you are consenting to us holding your money in this way.

An insurer trust bank account in accordance with our agreements with Insurance Companies that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses if our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to you. By holding your money in one of these way(s), means that if this firm becomes insolvent your money remains protected.

In arranging your insurance, we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

## Payment Options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium. If you choose to enter in a finance arrangement, this will be subject to a Regulated Consumer Credit Agreement. Importantly, the arrangement you will enter will be with the finance company not us. We are a credit broker not a lender. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment it is possible that the finance provider approaches the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder, and the finance company direct, not us or the insurer. Full details will be provided to you as part of our Sales Process.

## Right to Cancel

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason within 14 days of receiving the full terms & conditions. A charge will apply for the period of cover provided and, in addition, an administration charge will apply as shown in the charges section. We are only able to cancel a policy from the date of receiving the request. We aim to process refunds promptly and as soon as practicable. You will not be entitled to a refund if you have made a claim (this will typically vary and is subject to your specific policy terms and conditions) If you are paying for your insurance using a finance agreement it is your responsibility to keep up with the agreed payments until the refund is received by the finance company and to settle any amount due after any refund has been forwarded. Policies such as legal expenses or breakdown assistance are not refundable, if you cancel this sort of arrangement you will not be entitled to any refund of the premium you paid.

## Complaints

Our aim is always to provide our customers with a first-class service; however, we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our main office telephone 0330 100 2337, or write to The Complaints Manager, My Policy Limited, Prospect House, Prospect Road, Halesowen, West Midlands B62 8DU or go to <http://www.mypolicy.co.uk/contact.html>.

If we are unable to resolve your concerns within 3 working days, we will continue to investigate the matter. We will formally acknowledge the complaint lodged with us, detailing our understanding of your concerns and send you a copy of our complaints process to help you understand the next steps in the complaints process as well as the right to refer such concerns to the Financial Ombudsman Service (FOS) for an independent assessment and opinion. Our aim is to keep you regularly informed about the investigation and give you a final response no later than 8 weeks. If you are not happy with our final response, or the position after a period of 8 weeks, we will tell you about your eligibility to refer the complaint to the Financial Ombudsman Service

The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively, you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme (FSCS)

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and [www.fscs.org.uk](http://www.fscs.org.uk).

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent.

## Insurance Premium Tax (IPT)

Your premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

## Termination

You may cancel this agreement with us at any time, you can do this by contacting us, either by calling us on 0330 100 2337 or by e-mailing our customer services team using the contact form which can be found at [www.mypolicy.co.uk](http://www.mypolicy.co.uk). We also reserve the right to cancel this agreement at any time, if we choose to do this, we will notify you of such termination in writing together with an explanation if appropriate. You will normally have sufficient time to re-arrange your insurance if you take such steps as soon as we first write to you about the termination.

## IMPORTANT INFORMATION

Your duty to give information when applying for or amending your insurance policy, we and / or your insurer will ask several questions to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all questions raised by insurers or us honestly and reasonably. These questions are designed to enable us or the insurer to obtain a comprehensive picture of the nature of the risk to be insured, and only by asking such questions and receiving answers which are given honestly and with reasonable care, can we or the insurer be able to offer terms which are designed to meet your demands and needs.

The reason why this is vital and extremely important is that if you fail to tell us or the insurer something when asked, or act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection; insurers may not pay a part or all your claim and may cancel your policy.

You may find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you must disclose this fact when you reapply for insurance. **FAILURE TO ANSWER QUESTIONS HONESTLY AND REASONABLY, WHEN ASKED, MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.**

**End**