

General Terms of Business Agreement

Accepting Our Terms of Business

By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. Please read these terms carefully. If you have any questions about this Terms of Business document or have any questions regarding our relationship with you, please contact us.

About Us

My Policy is a trading name of Acorn Insurance and Financial Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our firm reference number is 311873, which may be verified on the FCA's Register by visiting the FCA's website at <http://www.fca.org.uk> or by contacting the FCA on **0800 111 6768**.

Acorn Insurance and Financial Services Limited is registered in England and Wales, Company Number 01636368. Its registered address is 98 Liverpool Road, Formby, Liverpool, Merseyside, L37 6BS.

We are permitted to arrange and deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies.

Trading Address: Prospect House, Prospect Road, Halesowen, West Midlands, B62 8DU.

All our sales are conducted on a non-advised basis. This means that you will not receive any advice or personal recommendations from us. We will provide details about the products or policies from which you can decide about their suitability for you.

Product Providers

We only select insurance products from a limited number of insurers. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer. For policies purchased online either via our website or on an aggregator site (commonly referred to as price comparison sites), we will only select an insurance product from a single insurer, Haven Insurance Company Limited.

Additional Optional (Add-On) Products

Product	Policy Providers	Ultimate Insurer
Keycare Cover	Keycare Limited	AA Underwriting Company Ltd
Breakdown Cover*	Haven Insurance Company Limited	Haven Insurance Company Limited

Any additional optional add on policies which you purchase run alongside your main insurance policy and cannot be purchased separately.

*For breakdown cover there is no cover for any insured incident occurring **within 48 hours** following your initial purchase of the policy.

Compensation Arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit.
- For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS on **0800 678 1100** or **020 7741 4100** or by visiting <http://www.fscs.org.uk>.

Your Duty of Disclosure

If the insurance you are buying or renewing is arranged exclusively for personal use, providing cover for you in a private capacity outside of purposes relating to your trade, business, or profession you are a consumer customer. As a consumer you must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, renewal of your insurance policy and when an amendment to your policy is required, should be honest and accurate.

If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid. We use your information to carry out checks on databases which help detect and prevent fraud and financial crime. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how your details may be used or how the information held by fraud prevention agencies may be used can be obtained from us at your request.

Cancelling Your Insurance

You can cancel your policy at any time by contacting us on 0330 100 2337.

Your Cancellation Rights

Within 14 days

If you are buying or renewing a policy, you have the right to cancel the policy within the “cooling off period” which is 14 days from when you purchase your policy, or when you receive your policy documents, whichever is the latter. For a renewed policy, this is within 14 days of your renewal date.

Provided you have not made a claim, or a claim has not been made against you, we will return to you the amount you have paid us, after deducting:

- A pro-rata deduction of the total premium for the time you have been on cover
- A £40.00 new business or renewal arrangement fee
- No cancellation fee

Within 15 – 50 days

If you wish to cancel within 15-50 days, provided you have not made a claim, or a claim has not been made against you, we will return to you the amount you have paid after deducting:

- A pro-rata deduction of the total premium for the time you have been on cover
- Our arrangement fee as set out in the section fees and charges
- Our cancellation fee as set out in the section fees and charges

After 50 days

If you wish to cancel after 50 days, provided you have not made a claim, or a claim has not been made against you, we will return to you the amount you have paid after deducting:

- A pro-rata deduction of the total premium or an amount calculated on the number of miles used. This will be based on whichever is the lower amount.
- Our arrangement fee as set out in the section fees and charges
- Our cancellation fee as set out in the section fees and charges

Where the amount that you owe exceeds the amount that you have paid us, you will be required to make payment for the outstanding amount.

Please refer to your policy summary or your policy document for further details about cancelling your policy.

Add On Products

You can cancel your optional add on products at any time. If no claim has been made on these policies you will receive a pro rata refund from the Insurer, with the exception of Keycare cover. Please note, if you have made a claim or reported an incident which may give rise to a claim under these policies your insurer will retain the whole premium.

For Keycare cover if you cancel the product within 14 days of either receiving the policy documentation or from the start date (whichever is later) than any premium already paid for this product will be returned providing no claim has been made on the policy. If you cancel outside of this period, there is no entitlement to a refund of premium.

Cancellation of your main policy will automatically result in the cancellation of any additional optional add-on policies.

Payment of Refunds

Where applicable, all refunds will be processed to the same debit/credit card that was used to make payment on the policy. If you were paying for your premium by Direct Debit, any refund will be offset against any outstanding Direct Debit payments and any shortfall will become payable by you. If you are paying by Direct Debit, your insurer may pay your claim settlement to the finance house to discharge any sums owed to them.

If you take out a new policy with us and make payment towards this new policy but have a previous policy with us that has an outstanding balance, we reserve the right to transfer any money paid on the new policy to cover the debt outstanding on your previous policy.

Our Fees and Charges

In addition to premiums charged by insurers, we make the following charges. The table below is here to help you understand what fees are charged and when they are charged. Such charges are non-refundable.

Arrangement Fees	
For setting up your policy	£97.50
To renew your policy	£92.50
Refund of Arrangement Fees	
Cancelling your policy before it starts, or within 14 days of its start date	£57.50 Refund for New Business Policies £52.50 Refund for Renewals
After 14 days of the policy start and/renewal date	No Refund

Fees for Making a Change	
To make any changes after your policy starts	£30.00

Additional Device Fees for Making a Change	
To make a change of vehicle if you have a self-fitted device	£34

Cancellation Fees	
Cancelling your policy within 14 days of start date	Nil
Cancelling your policy after 14 days of start date	£55.00

Cancellation Fees Applicable for Your Device	
For new policies with a self-fitted device	£34.00
For renewal policies with a self-fitted device	£17.00

Our Earnings

In return for placing business with insurers, underwriters, and other product providers we normally receive a commission from them, which is a percentage of the annual premium that you are charged with. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs.

Payment by Instalments

We act as a credit broker; this means that we can arrange instalment facilities for you with a lender. The lender we will offer you is Granite Finance Ltd, a sister company of Acorn Insurance and Financial Services Limited.

We never take a fee from customers for this credit broking service and any charges imposed by the lender will be explained in the Consumer Credit Agreement provided by them. This is a Credit Agreement between you and the lender and is in effect a loan for the initial premium and/or renewal of your policy. This agreement should not be cancelled until this has been repaid in full to the lender, even if the insurance is cancelled.

Funding your insurance premium in this way will be more expensive compared to paying for your policy upfront, as this will include a rate of interest within your credit agreement.

Granite Finance may charge an administration fee of £25.00 if you fail to make your Direct Debits on the due date, so please ensure you are fully aware when your payments fall due and read through your finance documents carefully to understand the nature of any additional fees and charges which may be imposed by them.

If you fail to bring your account up to date, Granite Finance will cancel your credit agreement to avoid increasing the debt. As a consequence of cancellation of your credit agreement due to non-payment, your insurance policy and any associated optional add-on products will also be terminated.

When paying for your premium on Direct Debit, any refund will be offset against outstanding Direct Debit payments, and any shortfall will become payable by you. In addition, your insurer may pay your claim settlement to the finance house to discharge any sums owed to them.

If you have had any fault or open claims on your insurance policy there is no refund of premium so this means that you will be liable for the full premium, even if you decide to cancel the policy and/or your policy is cancelled for non-payment.

Please note that Granite Finance has its own set of terms and conditions and charges, and you should familiarise yourself with these by reading the Granite Finance documentation carefully. Should you have any questions regarding your credit agreement, please contact them on 01704 339 500.

Documents & Cancellation Notices Sent by Email

If you have agreed to receive your policy by email we will send all documentation, including your certificate of insurance, to the email address you have supplied to us. Please note we have the right to cancel a policy by giving you notice by email. It is therefore important that we hold the correct email address for you so please do take care when providing your email address to us and please do notify us promptly if we have the incorrect details and/or you change your email address.

Renewal

We will notify you in good time via email before your renewal date advising you of your renewal price and other important information. In some cases, we may be unable to offer you a renewal price and we reserve the right not to renew your policy. If this is the case, we will notify you that we are unable to offer you a renewal price.

Your renewal notice will be based on the information that we hold so if anything has changed, please do let us know so we can provide you with an updated quotation.

Cancellation of Automatic Renewal

Should you purchase a policy which is subject to an automatic renewal, you can at any time exercise your right to cancel your policy from automatically renewing. This can either be actioned at the time of purchasing your policy or at any time during the policy term. You can do this by using the Customer Portal, via this link <https://www.portal.mypolicy.co.uk/> or contacting us on **0330 100 2337**. By stopping your policy from automatically renewing, this will mean you need to ensure you have alternative cover from the day your policy expires.

Protecting Your Money

Prior to your premium being forwarded to the insurer and for your protection, we hold your money as an agent of the insurer in an Insurer Trust Account. This means that it is regarded as having been received by the Insurer when placed in this account. We may need to transfer your money to another intermediary in some cases; where this happens, it is still regarded as having been received by the insurer when placed in the Trust Account. We also reserve the right to retain interest earned in this account. *By accepting this Terms of Insurance Business document, you are giving your consent for us to operate in this way.*

Protecting Your Information

All personal data held about you will be collected, processed and stored securely in accordance with the Data Protection Legislation. When we refer to the Data Protection Legislation, we mean:

- I. the Data Protection Act 2018 (“the 2018 Act”) and the United Kingdom General Data Protection Regulation (“UK GDPR”) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK;
- II. the General Data Protection Regulation EU 2016/679 (“GDPR”) where applicable;
- III. the Privacy and Electronic Communications (EC Directive) Regulations 2003 (“PECR”); and
- IV. any applicable successor legislation.

Under Data Protection Legislation, you have various privacy rights in respect of your personal data including the right to access and the right to find out about how your data is collected, used and stored. We have set out your rights and how we use your personal data in more detail in our Privacy Notice available on our website www.mypolicy.co.uk. If you have any questions about how we use your personal data, please contact our Data Protection Officer at dataprotection@acorninsure.com.

How to Make a Claim

If you are involved in an accident or incident which may give rise to a claim on your policy you should contact the insurer within 24 hours of the claim or incident occurring, regardless of who you think is responsible or to blame.

Haven policy holders can report a claim 24 hours a day, 7 days a week, on the claims line number 01732 747 100 or alternatively you can text "CLAIM" to 83118 to receive a call back from the claims team. If you are in doubt about whom you should contact, please visit our website at <https://www.mypolicy.co.uk/make-a-claim/>

Please refer to your policy summary or your policy document for full details of what to do in the event of an accident or incident and how to notify your insurer of a claim.

Awareness of Policy Terms

When you take out a policy, we will send you a Statement of Fact and/or proposal form which shows the information you have supplied to us to obtain insurance cover. Please check this carefully and inform us immediately of any errors. Please also check your insurance schedule, Certificate of Insurance along with your policy wordings and Insurance Product Information Document carefully, as it is these documents which forms the basis of the Contract of Insurance you enter into. If you are in any doubt over the policy terms and conditions, please contact us promptly.

Policy documentation can also be found on our website at www.mypolicy.co.uk; however, it is important that you refer to the policy documentation which applies to your specific product and the date when you purchased the insurance policy. If you are unsure which policy applies to you, please contact us.

Policy Validation

To ensure that the policies we provide are appropriate to your needs and provide the correct cover, as well as preventing fraud, we are required to validate the information you have provided to us. To do this we will contact you to confirm your details and collect any necessary information to assist in the validation process. By validating your Insurance Underwriting details, we are reducing the risk of incorrect information forming the basis of your insurance contract and future claims not being indemnified due to this incorrect information.

We will validate your information initially by checking a number of databases such as the Claims and Underwriting Exchange. We will need some further details from you such as your Driving Licence details.

Should we require these additional documents to complete our validation process, we will contact you. If supporting documentation is not received, we reserve the right to cancel the policy or charge an increased premium. We may also cancel or void the policy if a serious misrepresentation or act of fraud is detected, but only if the policyholder has acted deliberately or carelessly in not telling us the truthful information required to validate the insurance application.

Complaints

We are committed to always providing our customers with a high level of service. However, we recognise that sometimes things can go wrong. When there are times that we have not met your expectations, we would like the chance to put things right so please do contact us on 0330 100 2337.

If you are not happy with the service you have received and wish to register a complaint, you can complain to us by calling us on 0330 100 2337, by emailing our team at complaints@mypolicy.co.uk, by visiting www.mypolicy.co.uk/get-in-touch, or by writing to - The Complaints Manager, My Policy, Prospect House, Prospect Road, Halesowen, West Midlands, B62 8DU.

In all cases, please quote your policy number and vehicle registration number to enable us to register your complaint without delay. We will acknowledge your complaint and provide you with a summary of our complaint handling procedures, which are available online at www.mypolicy.co.uk and upon request.

If you remain dissatisfied with our response to your complaint you may be entitled to refer the matter to the Financial Ombudsman Service free of charge. To use this service, you must be eligible, and your complaints must be sent to them within 6 months of our final response letter.

You can contact them by telephone on **0800 023 4567** or via email on complaint.info@financial-ombudsman.org.uk. Further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service, your legal rights will not be affected.

You can also raise a complaint directly with your insurer. The complaints process for your insurer is set out in your policy wording.

Conflicts of Interest/Customers Best Interests

As insurance brokers we generally act as your agent in arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly and professionally ensuring your best interests are our priority. In certain circumstances we may act for insurers and/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

Directors of Acorn Insurance are shareholders in Haven Insurance, an Insurer used to place your business. Acorn Insurance and Financial Services Limited is owned by a holding company which also owns Haven Insurance. We have procedures in place to ensure that Haven Insurance is used only where it is appropriate and in the best interests of the customer.

Money Laundering/Proceeds of Crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Adequacy of Insurance Values

It is the responsibility of the insured that the valuation placed on the insured vehicle, and policy limits/coverage are adequate.

Insurer Security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

Termination

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. However, under certain circumstances, such as suspected fraud and/or misrepresentation, your insurers may exercise their right to cancel your policy with immediate effect. Please refer to your policy documents for full details.

Law and Jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.