

## Terms of Business Agreement

**Definitions:** in this Terms of Business Agreement "we", "us" and "our" means UKFIS Limited.

**We** are an intermediary acting on your behalf offering products and services from insurers to meet your requirements. **We** are registered in England No 2613429 and **our** registered address is Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke on Trent ST4 4TW.

**Our Regulator:** **We** are authorised and regulated by the Financial Services Authority ("FSA") and **our** registration number is 307223. You can check this by calling the FSA Consumer Help line on 0300 500 5000 or at the website [www.fsa.gov.uk](http://www.fsa.gov.uk).

**Ownership:** Fortis (UK) Limited owns 100% of **our** share capital.

**Language:** During the term of any insurance policy **we** set up 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:** **We** are committed to treating you fairly in all **our** dealings with you now and in the future and will perform **our** services with reasonable care and skill. **Our** service includes: arranging your insurance and processing any required changes that you may wish to make to your policy.

If you speak to one of **our** advisors about the taking out of, amendment to, renewal or cancellation of your policy then you will do so on an advised basis. This will include the provision of advice and recommendations where appropriate in order to ensure insurance discussed is suitable for your needs.

If you choose to take out, amend, renew or cancel your policy without speaking to one of **our** operators (for example through **our** website) then you will do so on a non-advised basis. This means information will be provided in order for you to make an informed decision about any insurance transactions undertaken by you.

### About the Products we offer:

**We** offer products from a limited number of insurers for Motor insurance contracts.

**We** offer products from a range of insurers for Household insurance contracts.

**We** offer products from a limited number of insurers for Travel insurance contracts.

**We** offer products from a limited number of insurers for Commercial Vehicle insurance contracts.

**We** offer products from a limited number of insurers for Motor Cycle insurance contracts.

Ask **us** for a list of the insurers from which **we** offer these insurances.

**We** only offer products from a single insurer (Brit) for contracts of HomeCALL Legal Protection insurance.

**We** only offer products from a single insurer (RSA) for contracts of Home Emergency cover.

**We** only offer products from a single insurer (Allianz) for contracts of Motor Protection Plan (Plus) insurance.

**We** only offer products from a single insurer (Europ Assistance) for contracts of Breakdown insurance.

**We** only offer products from a single insurer (Axa) for contracts of Key Protection insurance.

### Your Responsibilities:

You are responsible for telling **us** about all material facts. Material facts are those that your insurer would regard as likely to influence the assessment and acceptance of your insurance. If you are unsure what facts are considered material, you should tell **us** and **we** will give you further guidance. Failure to provide information relevant to your application or providing incorrect information for insurance may mean that your insurance will be invalid and the insurer may refuse any claim. You do not need to tell **us** about convictions that are regarded as "Spent" under the Rehabilitation of Offenders Act 1974. You must also keep **us** updated throughout the policy term by telling **us** as soon as possible about any changes which could affect your insurance. Until you do this, **we** will assume that the information **we** hold about you is correct.

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 you do not understand it, please inform **us** immediately and **we** shall be pleased to assist you.

### Remuneration and Cancellation Fees:

**We** may make a charge and **our** charges are detailed below. As long as you have not made any claims on your policy, any other money you have paid **us** will then be refunded.

#### Remuneration: These fees are non refundable)

##### (For all policy types except travel):

A fee up to £52 to set-up your insurance policy;

An administration fee of up to £25 to renew your insurance policy;

A fee up to £15 to issue you with a duplicate insurance document;

A fee up to £25 when you ask **us** to make a change to your insurance policy;

A fee up to £20 for Direct Debit defaults and returned cheques;

##### (For Travel Insurance Policies):

A fee of up to £5 to issue you with a duplicate insurance document.

A fee of up to £5 when you ask **us** to make a change to your insurance policy.

**We** reserve the right to apply a 2% transaction charge of the total amount payable for payments made by credit card. No charge will be applied for payments made by debit card.

#### Cancellation:

##### (For all policy types except travel):

Within the 14 days from the later of either the start date of the policy or the date you receive your documents:

**We** will retain the administration fee for the setup of your policy and may charge a cancellation fee of £10.

After the 14 day period

**We** will charge a cancellation fee of £50.

##### (For Travel Insurance policies)

In the event of the policy being cancelled **we** shall not refund any monies paid.

#### All

Any other add on products that you may have purchased will be charged at the full price.

If you wish to cancel your insurance contract you should advise **us** of this by writing (and returning all insurance documents) to: Customer Services, Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke on Trent ST4 4TW.

In the event that your policy is cancelled and there are unpaid monies, **we** may withhold any relevant documents until full payment is made and **we** reserve the right to refer the matter to a debt recovery agency to collect any unpaid monies owed to us.

## Validity Period

Where **we** have provided a quotation via telephone or post, it is valid for thirty days from the date **we** gave the quotation but in any event not beyond the commencement date of the policy. Where **we** have provided a quotation, online **our** website is a real time live environment where rates change on a daily basis. Therefore rates are guaranteed only while you are live on the site.

## 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 FSA. 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

Please read this notice carefully as it contains important information about **our** use of your personal information. In this notice, **we**, **us** and **our** means the Fortis Group which includes UKFIS Limited and any holding companies, subsidiaries and other linked companies. Your personal information means any information **we** hold about you or anyone else in connection with any product or service **we** are providing to you.

By taking out this insurance policy, you confirm that **we** may use your personal information for the purposes explained below. You should also show this notice to anyone else whose name you give to **us** in connection with your insurance policy as it will also apply to them.

## How we use your personal information

**We** will pass your personal information to your insurer to enable them and **us** to manage your insurance policy, including handling underwriting and claims and issuing renewal documents.

**We** and your insurer may also release your personal information to others if **we** need to prevent fraud (see below) or **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); or there are any other circumstances where you have given your permission.

If **we** change the way that **we** use your personal information, **we** will write to you to let you know. If you do not agree to that change in use, you must let **us** know as soon as possible.

## Marketing Purposes

**We** may also use, analyse and assess your personal information to carry out research and to enable **us** to give you information about other products and services offered by **us** and selected third parties which **we** think may interest you. **We** may use e-mail, telephone, post or other means to do this.

If you do not want **us** to use your information for marketing purposes please telephone **us** using the number shown on any of our letters.

## Sharing information to prevent fraud

**We** may share your personal information with operators of registers used by the insurance industry to check information that is given to **us** and to prevent fraudulent claims. These include the Claims and Underwriting Exchange register, run by Insurance Database Services Limited and the Motor Insurance Anti-Fraud and Theft Register and the Motor Insurance Database. **We** may pass information relating to your insurance policy and any incident (such as an accident or theft), to these registers.

The Motor Insurance Database (MID) is run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA or DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing or detecting crime. If you are involved in an accident in the UK or abroad, other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

## Dealing with others on your behalf

To help you manage your insurance policy, **we** will deal with you or following the obtaining of your prior consent, your husband, wife, civil partner or any other person whom **we** reasonably believe to be legitimately acting for you if they call **us** on your behalf in connection with your policy.

## Sensitive information

Some of the personal information that **we** ask you to provide is known as sensitive personal data. This will include information relating to your health, race, religion and any criminal convictions that you have. **We** will only use sensitive personal data about you to manage your policy and to provide the services described in your policy documents.

## Monitoring and recording calls and CCTV

**We** may monitor and record telephone calls to monitor and improve our service and to prevent or detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

## Further information

You are entitled to receive a copy of the information **we** hold about you. Please contact **our** Data Protection Officer, giving your name, address and insurance policy number. **We** are entitled to charge you a small administrative fee for this.

## 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.

### **Complaints procedure**

**Voicing your concerns:** 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:

#### **Step 1: Let your usual point of contact 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** Compliance 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 next 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.

**We** will always aim to resolve your complaint at this stage. However, if for any reason you remain dissatisfied, you should escalate the matter as outlined below.

#### **Step 2: Escalation to our Managing Director**

You can do this by:

- Asking the operator who raised the complaint on your behalf to do this for you
- Or write to: The Managing Director at Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke-on-Trent ST4 4TW

**We** will always aim to resolve your complaint within four weeks of its receipt. If **we** are unable to do this **we** will give you a "holding" response that gives reasons for the further delay and indicates when **we** will be able to provide a final response.

#### **Step 3: If your complaint is about your authorised insurer**

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

#### **Step 4: 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

#### **Step 5: Contact the Financial Ombudsman Service**

You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with **our** "final response", or if **we** have not issued **our** final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below; however they will only consider your complaint once you've tried to resolve it with **us**.  
Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel - 0845 080 1800

**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 the 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.