

# Terms of Business Agreement

## Definitions

In this Terms of Business Agreement "**we**", "**us**" and "**our**" means UKAIS 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 02613429 and **our** registered address is Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke-on-Trent ST4 4TW. GM (UK) Limited is an appointed representative of UKAIS Limited.

## 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 0845 606 1234 or at the website [www.fsa.gov.uk](http://www.fsa.gov.uk).

## Ownership:

UKAIS 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 up for you **we** will communicate with you in English.

## Your agreement to this Terms of Business Agreement

In seeking insurance through **us**, you agree to the terms set out in this 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.

You agree to receive your policy documents, including certificate of insurance, electronically, where appropriate to do so.

## About the Products we offer:

**We** only offer products from a single insurer Ageas Insurance Limited for motor insurance contracts

**We** only offer products from a single insurer (UK General Insurance Ltd) for contracts of Legal Protection insurance

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

**We** only offer products from a single insurer (UK General Insurance Ltd) for contracts of Excess Protection insurance

**We** only offer products from a single insurer (Europ Assistance) for contracts of Breakdown 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. 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. These charges are independent of any charges imposed by the insurer.

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

A fee of up to £10 to issue you with a duplicate insurance document;

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

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

### Cancellation fees are as follows:

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

**We** will retain an administration charge 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 £50 in the event of the policy being cancelled outside of the cooling off period.

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

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 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 **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.

## 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 Ageas Group which includes UKAIS 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 this insurance policy out, you confirm that **we** may use your personal information for the purpose(s) 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 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.

All telephone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

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 give you information about other products and services offered by **us**. **We** 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, email or write to **us** using the details 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 Database (MID). **We** may pass information relating to your insurance policy and any incident (such as an accident or theft), to these registers.

Motor Insurance Database (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 an accident in the UK or abroad, other UK Insurers and the Motor Insurers' Bureau 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 your husband, wife, civil partner or any other person whom **we** reasonably believe to be acting for you as your agent if they call **us** on your behalf in connection with your policy. **We** may also cancel your policy on your sole instruction over the telephone.

## 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, 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 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 reference 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.

## How to make a complaint:

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 within four weeks of receipt. If **we** are unable to do this **we** will give the reasons for the delay and indicate when **we** will be unable to provide a final response. If for any reason you remain dissatisfied with **our** final response, you should escalate the matter as outlined below.

**Step 2: 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.

**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 information about the compensation scheme arrangements are available from the FSCS - [www.fscs.org.uk](http://www.fscs.org.uk)

**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.