

# Terms of Business

Please read this document carefully it sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities.

## Our Status

Policywise Ltd is a private limited company registered in England & Wales number 8107294.

Policywise Limited act as an independent Insurance Broker directly authorised and regulated by the Financial Conduct Authority (FCA). Our number is 586471 and you can verify our status by either visiting the FCA website: [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by telephoning them on 0800 111 6768. Our permitted business is arranging and advising general insurance contracts.

## Relationships and our service to you

As an independent Insurance Broker we act as the agent of our client. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur, so you will be aware of any possible conflict of interest.

We offer products from a range of insurers but for certain products, we only select from a limited number of insurers or only offer products from a single insurer. We will provide you with a list of these insurers if you request this.

We will advise and make recommendations for you after we have assessed your needs. This will include the type of cover you seek together with the costs. Upon receipt of your instructions we will place insurance with insurers and keep you informed of the progress of our negotiations. We will advise you of any inability to place your insurance. Please note products purchased online are Non-advised sales and you have made the decision to purchase from the information available to you and based on your own assessment of the product and its suitability for your demands and needs.

We will assist you with any on-going changes you may need to make to your policy and will assist you with any claims help that may arise. In certain circumstances charges will apply and these are detailed in our Schedule of Fees & Charges.

We will not in any circumstances guarantee the solvency of any insurance company or supplier with whom we may place your insurance cover.

## Information We Need From You

We will ask you a series of questions to establish your demands and needs and it is important that you answer each and every question and provide us with full information. If you are unsure of a question, or are uncertain as to whether you must tell us certain information, please ask the handler to explain what is needed to you. Your answers will form the basis of the insurance contract we arrange for you. It is important that we obtain full details from you in order to prevent an insurer requiring an additional premium or declining your claim.

Your insurance policy is an annual contract: the inception date, renewal date and terms and conditions of which are disclosed in your Schedule of Insurance, Policy Booklet and Certificate of Insurance. Please ensure that you read and check these important documents including any Endorsements shown in the Policy Booklet for any errors, omissions or non-disclosure of facts as it may affect or invalidate your insurance cover.

## Quotations

We will seek quotations from a range of Insurers. Certain products may be offered on behalf of a limited range of Insurers and where this applies, we will provide you with the names of the Insurers, if you request them. Other products may be offered on behalf of a single provider who will be named on correspondence and on your documents. Once we have all the relevant information, we will advise you and make a recommendation which is based on your demands and needs and the answers provided by you. All premiums quoted are subject to the current rate of Insurance Premium Tax (ipt) as defined by HM Government. Quotations are generally valid for 30 days.

## Premium

You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in our documentation to you. Failure to meet the payment date may result in insurers/us automatically cancelling your policy. The premium received from you will be held by us as (Agent of the Insurer or Client money) and the account is designated as per the relevant regulatory rules. We pass premium received from you to the insurer when requested. We earn a commission for arranging your insurance and this goes towards our administration costs.

## Evidence of No Claims Bonus

Your insurance will be arranged on the basis of any No Claims Bonus which you have advised us has been earned by you on a previous policy; and which will be used on the insurance we have arranged for you. Insurers will issue at the premium net of the bonus earned; but will require evidence of bonus from your previous insurer. If evidence of No Claims Bonus is not received within the required period, they will revert to the gross premium and you will be required to pay the difference.

## Fees and Charges

We may include an administration fee or charges in relation to transactions arranged for you. You will be advised of the amount we charge at each transaction verbally, in writing or both. In addition, we will make a charge of £25 in relation to duplicate documentation and £30 in the event of a default in payment.

### Finance and Credit checks

In the event that your insurance has been arranged on finance, we will advise you of the name of the finance provider, the initial amount required by the Insurance Company and the additional premium you will be required to pay if you select to pay on Premium Finance. We will also advise you of the amounts you will be required to pay and when; and you should be aware that certain Insurers and Finance providers may carry out credit checks when arranging your insurance. Please read the information provided by your finance provider carefully, including the cancellation arrangements, in conjunction with our Terms of Business Agreement and your Insurers Information. We receive income from the finance provider for arranging your insurance payments with them.

### Mid-term amendments to your policy

You must advise us of any change in your policy details as soon as they occur as it may impact your premium and affect your insurance cover. If there is a change to your premium we will advise you of the change by any of the following methods: letter, email, and text or customer online portal.

- If there is a reduction in your premium, we will make a refund by the same method and to the same account as the original transaction once we have confirmed the reduction with your insurer. If you pay by instalment plan, you agree to us reducing your outstanding monthly payments to reflect the reduction in premium.
- If there is an increase in premium, you agree to make the payment within 7 days of being notified of the increase, or alternatively, that the increase shall be added to the outstanding monthly payments of your instalment plan.
- Please note some insurers may also make additional service charges for certain changes
- If a payment due to Policywise is not made within 7 days of notification of the increase in premium, we may choose to cancel your policy.

### Renewal

We will send you an offer to renew your policy not less than 21 days' in advance of your last day of cover. For your convenience and to ensure you continue to be insured, where premiums are paid for on our finance option your policy will renew automatically unless you notify us to the contrary. In such cases we will notify you prior to the renewal date of the premium and terms and conditions that will apply. Unless we hear from you on or prior to renewal date, your policy will be renewed and payments will continue to be taken from your account. If you pay by an annual payment we will contact you to take your renewal payment from you. **If we are unable to contact you or fail to receive payment your policy will be lapsed** The terms of your renewal will be based on the Statement of Fact provided by you at inception of the policy; if any details have changed you must inform us immediately under the terms of your insurance.

### Claims

Claims will be managed by Policywise or its authorised claims administrator (Soter Professional Services Ltd) on your behalf. To make a claim under your policy you should call our claims helpline on 0161 429 4587 or alternatively email [Policywise@soterps.com](mailto:Policywise@soterps.com) which is also shown on our website and customer portal. This number is open 24/7, 365 days a year and should be contacted as soon as possible when there is the potential for a claim to be made. It is a condition of your policy that you should advise us of any incident involving a potential claim. As a matter of course, you should not admit liability, settle or agree to pay any claim without referring matters to Policywise or its authorised claims administrator.

You must also refer any correspondence in relation to the incident to us and advise us immediately of any notification of legal proceedings or prosecution without answering them.

Payment of claims money may be subject to a deduction of any unpaid debt outstanding in relation to your premium which is owed by you to Policywise at the time of settlement of your claim.

### Complaints

We are proud of our customer service and endeavor to meet our commitments to our service level standards and treat our customers and business partners fairly. In the event we fall short of your expectations we value your feedback to help us to maintain and improve our service to our customers. Should you have cause to complain, please telephone the Office Supervisor, in order that the matter may be resolved to your satisfaction? In the event that your complaint is not resolved, please write to the Office Supervisor and we will acknowledge your complaint and advise you of the person who will deal with your complaint. We will send a copy of our complaints procedure which sets out the process and timescales for handling your complaint. If your complaint is not resolved to your satisfaction you may refer to the Financial Ombudsman Service, details of whom are available on their website and we will provide you with contact details.

**Complaints contact:**

Telephone no.	0333 366 0714
E-mail	<a href="mailto:Info@policywise.co.uk">Info@policywise.co.uk</a>
Post	2 Saddlers Court Oakham Office Park Oakham Rutland LE15 7GH

In the event that you are dissatisfied with the final outcome from our complaints process, you can refer your complaint to the Financial Services Ombudsman. ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Phone 0800 023 4567)

### **Your right to cancel**

You have the right to cancel your policy within a 14-day period subject to a £60 administration fee and any other reasonable fees we may have incurred when arranging your insurance. You have certain rights in relation to the cancellation of your insurance in the early stages, and these are set out in the Insurer's documentation. Cancellation terms vary by Insurer and it is recommended that you read this section carefully, as cancellation refunds are not given after a claim and are otherwise calculated on a short period scale weighted in favour of the Insurer. Cancellation after the 'cooling off' period is explained in your policy wording.

- You may cancel your annual policy by writing to us. The date of cancellation cannot be prior to the date of the letter and you must either return the Certificate of Insurance (and any copies made) or confirm that all certificates of insurance have been destroyed by completing the Policy Documents Destruction form (available on request)
- If you have made a claim against the policy, no refund of premium is payable and you will be charged the cancellation fee. These charges are shown in our Schedule of Fees & Charges. If you pay your premium using our finance option you MUST continue to make monthly payments until the full premium and associated charges have been cleared in full.
- If no claim has been made, you will receive a refund calculated in accordance with the rates charged by the insurer within the terms and conditions of the policy less our cancellation fee and other reasonable charges. These charges are shown in our schedule of fees & charges
- If you have chosen to pay by instalments, any refund due will take account of the total value of payments you have made to date
- In circumstances where you owe money to Policywise due to the cancellation of a policy, you agree to pay Policywise the outstanding amount within 7 days of being notified of the amount due.
- No refund will be made in the refundable amount is less than £10
- No refund is made for value added products after the 14 day cooling off period or if a claim has been made against a value added product policy
- We will not refund any of our commission or fees earned for incepting the policy

### **Our right to cancel**

- We reserve the right to withdraw and cancel insurances on behalf of customers who fail to pay premiums or instalments of premiums on demand or who fail within seven days of a written request from the company to provide any documentation or information required by the company. In the event we choose to cancel your policy, provided no claim has been reported, you will receive a refund calculated in accordance with the rates as charged by the insurer within the terms and conditions of the policy less our cancellation fee. These charges are shown in our schedule of fees & charges.

### **Cancellation of this Agreement**

Our agreement may be terminated by one of us giving 7 days' notice in writing to the other. In the event that our services are terminated by you we will be entitled to receive any fees or brokerage payable.

### **Claims and Underwriting Exchange Register, Motor Insurance Anti-Fraud Register and MID**

Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Ltd and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIIC) which has been formed to help identify uninsured drivers and may be accessed by the Police to help confirm who is insured to drive. In the event of an accident, this database may be used by Insurers, MIIC and the Motor Insurance Bureau to identify relevant policy information. Other insurance related databases may also be added in the future. You can find out more about the MID at [www.mib.org.uk](http://www.mib.org.uk).

### **Credit Searches and use of Third Party Information**

In assessing your application and to maintain our policy records we will need to comply with legal and regulatory requirements. We reserve the right, and you agree to allow us, to check information provided by you and to carry out searches in relation to, but not limited to, your identity, fraud, money laundering and anti-terrorism. Such searches may also include a credit reference agency. This search will appear on your credit report whether or not your application proceeds.

### **Financial Services Compensation Scheme**

Policywise and its panel of insurance companies are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Policywise or its panel of insurers cannot meet their obligations and cease to trade. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk), telephone number 0207 741 4100).

### **Financial Crime**

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity

and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

### **Confidentiality and Data Protection**

We will treat all customers' information in a confidential manner and will ask you a set of questions to ensure that we are speaking to the policyholder only. We are not authorised to speak to another person in relation to your insurance and will decline any request for information or to make alterations to your policy unless we have a legal mandate to do so. Your details will be held in compliance with the Data Protection rules. Details of any credit or debit card used in connection with the arrangement of your insurance will not be held by us on computer or file; and will not be passed to a third party.

### **General Data Protection Regulations (GDPR)**

By supplying data to us you will provide information about yourself and others which the GDPR (EU) 2016/679 regulation defines as personal data or sensitive personal data. The data controller will be Policywise Limited. Your Personal Data will be used by Policywise Limited and other carefully selected companies for administration, renewals, claims checking, a credit search, marketing and research purposes and will be added to certain databases which may be checked by various organisations including the police. For full details of how we will handle and share your Personal Data, Driving Data and Sensitive Personal Data please refer to our Privacy Policy.

### **Consent for your Data to be used**

By supplying data you give explicit consent for all data provided to be used in this way unless you tell us otherwise.

### **Your Driving Data**

Please refer to our GDPR Statement above and to our Privacy Policy. By proceeding to purchase a telematics policy you agree to all your driving data being shared with us, your insurance company, claims management companies and the telematics software provider together with the usage data of your online portal and smartphone App.

### **Remuneration**

Our remuneration may be as a fee or as commission or a combination of both. Commission is a percentage of the insurance premium paid by you and allowed by the insurer with whom the insurance is placed. Commission and fees are earned for the policy period and we will be entitled to retain all fees and commission in respect of the full policy period in relation to policies placed by us, even if the contract is terminated for any reason. In addition to client fees and commission we may receive remuneration by way of administrative fees or commissions for services provided to insurers, suppliers and finance providers. If you are involved in a motor accident, we may refer you to one of our recommended panel solicitors. We may receive a referral fee if you proceed with our advice. Should you wish to know the amount of the referral fee please make your request in writing. You reserve the right to use your own solicitor. Please refer to our Schedule of Fees & Charges.

### **Law**

This agreement shall be governed by the Laws of England, Wales and Scotland and the parties agree herewith that any dispute arising shall be subject to the (non) exclusive jurisdiction of the relevant Court.

### **Consumer Vulnerability**

As a regulated firm we are required to make the necessary enquiries to ensure that you are able to meet any payment to the Insurer, finance provider and our administration fee or charges. We are also required to have in place systems and controls and disclosure information which ensures that you are receiving the product which best suits your demands and needs and have received a full explanation of each product before you proceed with your purchase. If you require additional information or explanation, we ask that you request this when seeking a quotation and/or when purchasing an insurance product from us.

### **Telematics Customers Only**

Where customers choose our telematics product additional fees & charges will apply and these are detailed in our Schedule of Fees & Charges.

**Box Installation-** you must ensure your box is fitted on the date agreed at the time of taking out your insurance. Failure to attend a fitting and/or to have the box installed within 14 days of inception will result in a charge and may result in cancellation of your insurance. **Please remember that the excess on your policy is doubled until the point that the box has been fitted.**

**Change of Vehicle –** If you change your vehicle you will be required to have a new device fitted to the replacement vehicle for which there will be a charge, please refer to our Schedule of Fees & Charges.

**Sale of Vehicle-** If you sell your vehicle you will be obliged to inform the new owner that a telematics box is installed and to notify Policywise accordingly that they have been informed.

**Box maintenance-** your telematics box is guaranteed for 3 years and will require no maintenance on your part. Should you suspect your box is not functioning correctly please contact the help desk details of which will be found in your insurance documentation?

**Box tampering-** should you interfere with the box or any of its electrical supply, parts, leads, wires, or antenna or should you try and stop or interfere with the transmission of the data or location signal you will invalidate the manufacturer's warranty and will be charged for the replacement and fitting cost of the box and/or any damaged components thereof. Furthermore, your insurance contract will be cancelled.

**How does it work?** The telematics device is hard-wired to your vehicle and will monitor several aspects of your driving including speed, braking, acceleration, cornering, quick changes in direction, type of road, time of day and total miles travelled. Should the device detect aggressive acceleration, braking, cornering or excessive speed an alert is sent to us to notify us of the "Event"



**Dashboard and Monitoring-** Following installation of the telematics device. You will be expected to regularly access your online portal/smartphone App to review your dashboard and driving score.

**Driving Behaviour and Scoring-**by choosing a telematics product you have already indicated you are a responsible person who is prepared to have your journeys tracked and monitored. Your recorded journeys will display as Excellent, Good, Average, Poor and Bad. We will contact you with regards to your driving if your score is "Poor" or "Bad". We will request an immediate improvement is made to ensure your score and overall driving improves. If no improvement is made, we will look to impose an additional premium or cancel the policy. We may also consider this action if there are any "Events" that we deem excessive and/or three or more "Events" occur in any thirty-day period.

**Driving Events and Penalties-** your insurance company has allowed you a significant discount in return for having your driving Behaviour monitored. Providing you drive in a safe manner and attract Excellent or Good journeys your premium should remain the same (subject to no other changes) However, we will contact you with regards to your driving if your score is "Poor" or "Bad". We will request that an immediate improvement is made to ensure your score and overall driving improves. If no improvement is made, we will look to impose an additional premium or cancel the policy. We may also consider this action if there is/are any "Event(s)" that we deem excessive and/or three or more "Events" occur in any thirty-day period.

**Excessive Speed-**There are excessive speed conditions which may/will result in cancellation or financial penalties. Firstly, if the vehicle goes over 100 mph and secondly if the vehicle goes over 50% of the speed limit of the road you are travelling on i.e. 45 in a 30 mph zone.

**Mileage-** The box records the number of miles your vehicle has travelled. Your premium would have been calculated based on the annual mileage declared at the start of policy. Should you exceed your mileage allowance or If your predicted mileage is likely to exceed the monthly average amount of miles (this is based on the amount you declared as your annual mileage) you will be required to purchase top up miles or the policy will be cancelled. We will contact you if you appear to be exceeding your limit.

**Renewal** – if you lapse your policy with us then the box will remain dormant in your vehicle and we will simply de activate the device. There are charges that apply if you wish to have the box removed from your vehicle.

**Cancellation of a telematics policy-** As per stated terms and conditions above but PLEASE NOTE if the Telematics Device has been installed in your vehicle there will be NO refund of these costs, this condition also applies to any policy cancelled within the 14 day cooling off period

#### Schedule of Fees and Charges

We normally receive commission from insurers or product providers which is a percentage amount of the Premium paid by you. In addition to commission we will also apply further charges and fees details of which are shown below. Please note these are the maximum charges we may apply. Please refer to your documentation for the actual charges applied to your transaction.

Type of Transaction	Maximum amount we may Charge	Notes
New Policy Inception	£100.00	
Mid Term Amendments	£75.00	Change of vehicle, drivers, address etc.
Cancellation	£100.00	The will be no refund of commission
Aggregator Charges (if applicable)	£85.00	Will be deducted from any refund
Duplicate Documents	£25.00 per request	No charge if downloaded from portal (if appropriate)
Renewals Fee	£60.00	
<b>Telematics Charges</b>		
First year: Box cost, installation, GPS monitoring and portal service	£315.00	Not refundable once the box has been installed (includes 14 day cooling off)
Second Year: GPS monitoring and portal service	£120.00	
Removal of telematics box	£100.00	Policy lapsed or cancelled
Change of Vehicle- removal fitting of new device	£150.00	The insured vehicle must have a telematics box fitted
Re-installation of faulty box	Nil	Covered by manufacturer's warranty
Failure to attend fitting appointment without 24 hours' notice	£100.00	
		We will contact you to discuss your excessive events and will always try and be fair and reasonable before imposing fines or cancellation. In certain circumstances we will use our discretion and may reduce or alter the frequency of the penalty. Refer to our Telematics Information sheet for full details of driver scoring and events
<b>Driving penalty:</b>		
1 <sup>st</sup> Event alert	£150.00	
2 <sup>nd</sup> Event alert within 30 days of 1st	£250.00	
3 <sup>rd</sup> Event alert within 30 days of 2nd	£250.00 and/or cancellation	

<b>Payment Charges</b>		
Deposit	20, 30% or 45%	New business or Renewal
Payment by Direct Debit	14.99%	Equivalent to 40.8% APR with 9 instalments or 43.2% if spread over 10 instalments
Returned Cheque	£30.00	
Reinstatement of Direct Debit	£30.00	
Missed Payment	£30.00	
Refunds	No refund will be made for amounts less than £10.00	In addition to any charges from finance provider