

# TERMS OF BUSINESS AGREEMENT – BLACK BOX INSURANCE

### this document

This contract is between Ramasis Limited and you, our customer.

#### who we are

Safely Insured is a trading name of Ramasis Ltd. We are an independent intermediary; we give advice on, sell and administer general insurance policies. We're also allowed to help arrange credit facilities to help pay for insurance.

### ownership

Ramasis Ltd is part of Daly Holdings Group Limited. The Directors of Daly Holdings Group Limited, have more than 10% voting rights in Universal Insurance Company (Guernsey) Limited. If you want to find out more about Safely Insured, you can call or go to our website at <a href="www.safelyinsured.co.uk">www.safelyinsured.co.uk</a>.

We're authorised and regulated by the Financial Conduct Authority, and you can search for us on the financial services register. Our firm number is 306294. You can find out more by going to <a href="https://www.fca.org.uk">www.fca.org.uk</a> or calling 0800 111 6768.

Our promise to you is that you'll always get our best policy, best price, best service.

Our address is 28 Station Close, Potters Bar, Herts, EN6 1TL. You can call us on **03303 331251** or email at <a href="mailto:enguiries@safelyinsured.co.uk">enguiries@safelyinsured.co.uk</a>.

### what we do and who we act for

We will give you a personal recommendation, based on a limited analysis of the market, from our panel of insurers. Markerstudy, AXA Insurance UK plc and My Policy form our panel.

Amongst other criteria, we offer cover on the basis that you have not previously had an insurance policy cancelled, withdrawn or refused by Geoffrey Insurance Services, Zenith Group, Zenith Marque, Markerstudy Insurance Services Limited, AXA Insurance UK plc, Sky Insurance Services Group Limited, Safely Insured or Ramasis Ltd.

We act on your behalf when we are arranging and servicing your insurance policy, however when collecting and refunding premiums, we do so on behalf of your insurer. We use information you've given us to find the right cover for you. We ask questions to make sure we have the right information. We give the answers you've provided to insurers; they use this information to help them decide what cover to offer and how much to charge.

# what you need to do

We will ask you questions that are important to insurers when offering to cover you. You must take reasonable care to ensure your answers are correct.

If the answers you give aren't correct the insurer could;

- Cancel the policy and treat it as if it never existed
- Refuse to pay any claim
- Refuse to pay a claim in full
- Revise the premium and/or charge the compulsory excess, or the extent of the cover may be affected.

It is also a criminal offence to give incorrect information to get a certificate of motor insurance.

You must check your policy documents to make sure that the information in them is correct. We recommend that you keep copies for your records. If you'd like a copy of your application, within the first three months of your policy, we'll provide this free of charge.

If anything mentioned in your policy documents changes let us know immediately.

We will also provide you with a list of documents, which you will need to send to us. If you don't provide the documents your policy may be cancelled.



# your information

Your information will be kept private and confidential. There are certain times when we need to share your information with business partners, insurers, credit providers and other third parties. We do this when they are directly involved in administering your insurance.

We also use your information to keep you up to date with developments at Safely Insured and our other companies. We might need to do this for legal reasons, to help you find your insurance policy or collect payment. With your consent, we may use your information to contact you for marketing purposes. We record all calls.

We hold data in line with the General Data Protection Law. This means you have the right to see the personal information we hold about you. If you want to know what information we hold about you, please let us know. There is no charge for this information. There may be a charge if the request is onerous, but this will only cover the cost to us.

We also use information that is publicly available to help check who you are and protect against fraud. This

### what you pay

Our fees are as follows:

£60 Up to For setting up a policy £60 For renewing a policy £25 For mid-term adjustment (temporary or permanent) £50 For any cancellation, whether instigated by you, us, or your insurer £5

We don't charge for giving advice or searching the market. Once we've found the right policy for you, we'll give you a breakdown of the price, including fees, commission and insurance premium tax.

If we change our charges, we'll let you know by providing an up-to-date copy of this agreement. These charges are in addition to any charges made by the insurer. If you want to discuss our earnings, please don't hesitate to ask.

Should your policy be cancelled, outside of the cooling off period, our commission and fees are not refundable. We will refund any remaining premiums unless there is an outstanding amount on a finance agreement. In that case, your finance provider will reclaim the outstanding amount before any money is returned to you.

All above fees and charges are non-refundable.

For duplicate documents

includes things like credit referencing and checking the financial sanctions lists. Credit checks may appear on your credit report, even if you don't take the policy out. If you have any queries don't hesitate to call or write to us. For further information on how we use your personal information, you can also refer to our Privacy Notice.

# finance

If you pay by instalments, you will pay for your policy using a finance agreement. We use Universal Personal Finance Limited. Universal charges interest on the value of the loan. Universal Personal Finance Limited has close links with Safely Insured.

If you pay by continuous monthly direct debit, we'll renew your policy for you. The only reasons we won't renew your policy are if you tell us, the finance company won't offer credit, or your first payment fails.

We will let you know when you need to pay your finance agreement. If you don't pay in time, your policy won't be valid. If you pay monthly, and don't make a payment, your policy will be cancelled in line with your credit agreement.



# next year's policy

Before your policy ends, we'll be in touch to discuss next year's cover. We'll get your renewal quote based on the information you gave us when you took out your current year's insurance. You need to let us know about any changes, as this may affect the price and cover you are offered.

We'll put your quote in writing for you. In some cases, we might get in touch with other companies to help find you cover. If we do, we'll let you know who they are.

If you choose to automatically renew your policy, without making contact with us to discuss your renewal, then a recommendation will not be made, and your policy will be renewed on a non-advised basis.

If you choose to automatically renew your policy, we'll only renew your main policy. We won't renew any additional policies (like Breakdown Cover or Excess Protection).

#### claims

If you need to make a claim, you can call our claim line on **0343** 506 5793. This is provided on our behalf by Kindertons, an accident management company, free of charge. If you need any help when making a claim you should check your policy booklet or call our customer service team on **0330 333** 1251.

If anyone else involved in the claim contacts you, you should get in touch with us or your insurer without making any comment.

### conflicts of interest

We will make you aware of any conflicts of interest that could affect you. We will discuss this with you before we do anything that will affect your cover.

We have systems in place to manage conflicts of interest and make sure you aren't affected.

### changes to your policy

Your circumstances might change during the year. This may mean a change to your policy. If your insurer will still offer cover, based on the changes, we'll let you know the additional cost, if there is one.

# cancelling your policy

You can cancel your policy at any time by calling or writing to us. If you cancel within 14 days, you have statutory rights. This means your insurer will refund the premium and we will refund our commission, based only on the time you've been covered. We will charge you a fee, which is shown above. Your insurer may also charge a fee. The 14 days start from the date you take the policy out or receive the documents – whichever is later.

If you cancel after 14 days, your refund is worked out differently. We won't refund our commission or fees as we'll have done all the work to earn them at that point. You should refer to your insurer's policy documents to find out more about their cancellation policy.

If you make any claims in the year, it is likely that you'll not receive any refund – even if you cancel within the first 14 days. If you pay in monthly instalments, cancelling the direct debit does not cancel the policy.

We may cancel your policy at any time. This could be for a number of reasons including but not limited to; tampering with the telematics box, excessive speeding, dangerous or reckless driving or misrepresentation. If we do this, we will explain why and provide you with 7 days' notice, in writing, to you last address. This letter will be in line with the Road Traffic Act 1998 and will be sent recorded delivery.

## how we pay refunds

Any refund payment that we make will be paid to the account you paid for your insurance. We cannot make payments to different accounts. This is for your protection and to prevent money laundering. However, should you require a refund after six months, we will pay the refund via BACS.

Refunds will be paid once we have received your money back from the insurance company, this can take up to 30 days.

## how we are paid

when you take out a policy with us, we will charge you a fee as detailed above. In addition, we also receive a commission from the insurer which is a percentage of the total annual premium. Some insurers on our panel also pay us an additional bonus if the type of policy we sell reaches specific profit targets, if you would like to know whether your insurer pays us this type of bonus please contact us and we will let you know.



# If you are unhappy

Our aim is to provide all our clients with an excellent level of service. However, we recognise that there could be an occasion when you are unhappy. We take complaints seriously and have procedures for making sure they're dealt with.

If you want to make a complaint, please contact

At our offices -28 Station Close, Potters Bar,

5pm, Saturday between 9am-1pm

Herts. EN6 1TL, Monday - Friday between 9am-

By Telephone - 0330 333 1251 or 0170 7518

By Email- enquiries@safelyinsured.co.uk

We arrange insurance for our customer with insurance companies and through Lloyd's of London.

If you are a Lloyd's customer, you can also complain to Lloyd's:

- In Writing Complaints Department, Lloyds,
  One Lime Street, London, EC3M 7HA.
- By Telephone 020 7327 5693
- By Email <u>complaints@lloyds.com</u>

If you aren't happy with what we, or Lloyd's, do to resolve

your complaint, you can complain for free to the Financial Ombudsman Service. You can contact the Ombudsman:

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By their consumer helpline on:

- 0800 023 4567 (free for people phoning from a "fixed line"), or
- 0300 123 9123 (free for mobile users who pay a monthly charge for calls to numbers starting 01 or 02)
- By post The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- By email <u>complaint.info@financial-ombudsman.org.uk</u>

To see if you can complain to the Ombudsman, you can call them or go to their website. Information can be found in their leaflet, 'Your Complaint and the Ombudsman'. The Ombudsman's website is: <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>.

If you do wish to complain to the ombudsman, we would want to consider your complaint first. We have eight weeks to respond to your complaint. Once we respond, you then have a further six months to bring a complaint. If you complain outside of the six months, we will not consent to the ombudsman considering your complaint. Once we have received your complaint, we will acknowledge it and tell you who is going to investigate it.

# protecting your money

We hold your premium (payment or refund) in a trust account as agents of the insurers until it is passed to the insurers or refunded to you. While it is in the account, your money cannot be used for any other purpose other than paying the insurer or any brokers through whom we may have arranged your insurance. We will retain any interest earned on the account.

As a broker, we cannot and do not guarantee an insurers' solvency or continued ability to trade throughout the duration if your insurance policy, it is for you to decide on the suitability of an insurer and whether you wish to proceed.

We're covered by the Financial Services Compensations Scheme (FSCS). The FSCS steps in when financial services firms go into default. In the unlikely event that happened to Safely Insured, you may be able to claim. Insurance advising is covered for 100% of the first £2,000 of any losses and up to 90% of any additional amounts claimed, with no upper limit. Compulsory insurance is protected in full. You can find out more at <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>. Credit broking is not covered by the FSCS.

### the law

The contract is governed by the laws of England and Wales. Any disputes will be dealt with by English courts or using dispute resolutions services where appropriate.

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