

Car Insurance Terms of Business

The purpose of this document is to describe our professional relationship and the services we will provide to you. It also sets out the terms on which we act for you, including our regulatory and statutory obligations and your own responsibilities.

Endsleigh Insurance Services Limited is an insurance intermediary acting on behalf of the insurer. We are authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 304295. You can check this on the Financial Services Register by visiting their website at <https://register.fca.org.uk>. Our principal place of business is at Shurdington Road, Cheltenham, GL51 4UE.

Endsleigh Insurance Services Limited is owned by Endsleigh Limited, which is a member of the A-Plan group of companies. National Union of Students (United Kingdom) also has an interest in Endsleigh Limited.

Whose products do we offer?

<p>Car insurance</p>	<p>We work with a panel of insurance undertakings to provide your insurance at the lowest price based on your requirements. The following insurance undertakings are included on our panel:</p> <p>Ageas, Aviva, AXA, Covea, LV (Highway), Markerstudy, Premier, Sabre, Zurich.</p>
<p>Optional additional overs</p> <ul style="list-style-type: none"> • Breakdown cover • Hire car cover • Legal cover • Excess protect cover • Key care cover • Personal accident cover 	<p>We only offer products from single insurers.</p>

We regularly check the financial strength of each insurer we work with. However, we cannot guarantee their financial ability to pay claims.

Endsleigh designed this car insurance for people who wish to ensure that if they are involved in a motor accident during the policy term, claims against them by third parties for personal injury or damage to property can be paid, now and in the future. If you buy this policy, you confirm that this is a fair description of your insurance demands and needs.

Which services will we provide?

The services we can provide you with include:

- Explaining the main features of the insurance cover to you
- Arranging insurance cover with insurers to meet your requirements based on the information you have provided
- Helping you with any subsequent changes to your insurance cover you wish to make
- Notifying any claim you make under your policy with the insurer

We may ask questions to narrow down the selection of products that we will give you information about. Any information we give you does not constitute advice or a personal recommendation. You agree to make your own choice about the insurance cover, and whether to buy the insurance policy. When we sell you a policy, we keep a percentage commission from the total annual premium. We will receive a commission from the insurer where you enter into an insurance policy with them through us. If you choose to pay by direct debit using a premium finance loan from Premium Credit Limited, they will pay us a commission for introducing you to them.

How we hold your policy premiums

We act as agents for the insurer for the collection and refund of premiums. This means that premiums are treated as being received by the insurer when we receive cleared funds from you, and that any premium refund is treated as received by you only when it is actually paid over to you by us.

Your obligations

It is important that you take reasonable care when answering any questions we ask by making sure that all information provided is accurate and complete.

If you carelessly provide false or misleading information to us, or the insurer, it could negatively affect your policy and any claim. If you deliberately or recklessly provide false or misleading information, the insurer will be entitled to treat your policy as if it never existed, decline all claims and take further legal action against you.

You must also tell us as soon as possible about any change in circumstances, because this could affect your insurance cover. We give examples of the type of changes we need to know about in your policy wording.

We may ask you to give us documents to help us validate your details or identity. This could include proof of No Claim Discount, copies of your driving licence, utility bills and other documentation that is necessary for us to check your information. If you do not give us the documents we need by the date we set out, we may charge you a mid-term adjustment fee, increase your premium, or cancel or void your policy.

Please note that if we ask for proof of No Claim Discount, it must have been earned in the UK from policies that expired within the last two years.

Data protection

Endsleigh is committed to being transparent about how we handle your data and protect your privacy. You can find full details in our privacy policy at endsleigh.co.uk/privacy

Which laws apply to this contract?

English law governs these terms and you can bring legal proceedings against us in the English courts. If you live in Scotland, you can bring legal proceedings against us in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings against us in either the Northern Irish or the English courts.

What will you have to pay us for our services?

We charge fees to cover the costs involved in setting up, servicing and cancelling your policy. We will not charge any administration fees detailed in your policy wording unless they are shown in the tables below.

1) The fees in this table apply if your quote was provided after 05/11/2020

All of the fees shown in this table are non-refundable.	Fee(s) applicable for transactions via our contact centre	Fee(s) for any transactions using your personal online account	Additional fee(s) charged by your insurer
Intermediary services fee We charge this fee to cover the cost of arranging your policy. This fee is included in your premium when you buy your policy.	£50	£50	No charge
Contact centre set up fee We charge this fee to cover the cost of setting up your policy via our contact centre.	£20	No charge	No charge
Mid-term adjustment fee We charge this fee to cover the cost of servicing your policy when it needs to be changed, such as for a change of address or vehicle.	£30	£10	Ageas Motorguard - £7.50 Ageas EYD - £7.50 Markerstudy - £10 Aviva - £10 No additional fees for other policies.
Administration fee and time on risk (TOR) within 14 day cooling off period We charge this fee if your policy is cancelled within 14 days of the date you buy it to cover the costs of setting up your policy and cancelling it. We will charge the fee if you cancel before the cover begins. Some insurers require a minimum payment for your time on risk.	n/a	n/a	The following insurers make a minimum charge for TOR: Premier - £15 Markerstudy - £25 There are no additional fees for other policies.
Cancellation fee after cooling period We charge this fee if your policy is cancelled more than 14 days after you bought it.	£35	£35	No charge
Policy termination fee We charge this fee if we cancel your policy as a result of incorrect information being provided to us.	£35	n/a	No charge

2) The fees in this table apply if your quote was provided before 05/11/2020

All of the fees shown in this table are non-refundable.	Fee(s) applicable for transactions via our contact centre	Fee(s) for any transactions using your personal online account	Additional fee(s) charged by your insurer
Contact centre set up fee We charge this fee to cover the cost of setting up your policy via our contact centre.	£20	No charge	No charge
Mid-term adjustment fee We charge this fee to cover the cost of servicing your policy when it needs to be changed, such as for a change of address or vehicle.	£30	£10	Ageas Motorguard - £7.50 Ageas EYD - £7.50 Markerstudy - £10 Aviva - £10 No additional fees for other policies.
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Cancellation fee after cooling period We charge this fee if your policy is cancelled more than 14 days after you bought it.	£75	n/a	No charge
Policy termination fee We charge this fee if we cancel your policy as a result of incorrect information being provided to us.	£75	n/a	No charge

Continuous Payment Authority

By buying a policy with us, you give your consent for us to set up a continuous payment authority.

This allows us to collect payments from the debit or credit card you used to buy the policy, or any other card you later give us for renewals, mid-term adjustments, missed payments and any other outstanding amounts, including any administration or cancellation fees. We will always tell you in advance before we collect any payments.

You can cancel your continuous payment authority at any time by contacting us on **0333 234 1552**.

Automatic renewal

At renewal, we will search our panel of insurers for our lowest price based on your requirements and invite your renewal in good time, so you can make an informed decision about whether to renew.

If you are happy to renew you don't need to do anything. We will automatically renew your policy for you. If you originally paid in full, we will take payment from the card you used then, or any card you have provided since.

If we are unable to take payment for any reason, or if you cancel your continuous payment authority, we will try to contact you using the details you have given us, to give you the opportunity to make payment by alternative means.

If you originally paid monthly, your direct debit will continue and Premium Credit Limited will contact you with confirmation of the new monthly amount.

If you decide not to renew your policy, or you would like to change your payment method, call us on **0333 234 1552** before your policy renewal date, and we will make sure no further payments are taken.

About monthly payments

If you have chosen to pay for your insurance monthly using a premium finance loan from Premium Credit Limited (PLC), you should be aware that if you cancel your Direct Debit instruction or fail to make a payment you would be in default of your credit agreement. PCL will charge you a default fee every time this happens, as explained in your credit agreement.

PCL will write to you if this happens, and you will have 14 calendar days to resolve the payment issues and to set up a new Direct Debit instruction if needed.

If the default is not resolved, then:

- PCL may terminate your credit agreement and the full amount outstanding under that agreement will become immediately due
- We may reimburse PCL with any amount that you owe them and seek to recover this amount from you alongside any cancellation fee owed to us
- We may cancel your insurance policy. Any premium you have already paid will be used towards the cover you have received to date and the cancellation fee due to us
- If, after cancellation of your policy, there is still an outstanding balance owed to us we may debit this from the card provided when your policy was issued, as outlined in the 'Continuous payment authority' section of our Terms of Business agreement with you
- If we are unable to recover the outstanding amount we may pass this to our debt collection agency and this will incur additional charges of 18% + VAT based on the full outstanding amount owed

Ultimately, failure to pay may result in action being taken that could affect your future ability to obtain credit from any source. It is important that you contact Endsleigh or PCL as soon as you are aware you may have difficulty in making a payment.

Please note: if a claim is made against your policy, you will need to pay the full annual premium.

What to do if you have a complaint

Our insurance consultants will aim to resolve any complaint you have about your policy or our service on the same day. Alternatively, you can contact our customer experience department using the following details:

By phone	0800 085 8698
By post	Customer Experience Department Endsleigh Insurance Services Limited Shurdington Road Cheltenham GL51 4UE

For any claims-related complaints or issues, please refer to your claims correspondence for contact details. You have the right to contact the insurer(s) directly.

If your complaint is not resolved to your satisfaction you have the right to ask the Financial Ombudsman Service to review your case. You will need to contact them within 6 months of the date of our final decision about your complaint.

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to get advice from Citizens Advice (or a similar service) or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

Endsleigh is covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation if we are unable to meet our obligations to you. This depends on the type of insurance and the circumstances of the claim.

Further information is available at fscs.org.uk or by contacting the FSCS directly on **0800 678 1100**.

Motor insurance database

Information relating to your car insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurer's Bureau (MIB). MID and the data stored on it may be used by certain statutory or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) Electronic licensing
- b) Continuous insurance enforcement
- c) Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- d) The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

If you are involved in a road traffic accident (either in the UK, EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) 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.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at www.askmid.com You can find out more about this from your insurer, or at www.mib.org.uk

Fraudulent claim detection and prevention

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these registers.

Under the conditions of your insurance policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

In order to prevent and detect fraud, we may at any time:

- Share information about you with other organisations including the police
- Conduct searches about you using publicly available databases
- Undertake credit searches
- Check and/or share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

Endsleigh and the insurer or other organisations may access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt and tracing beneficiaries
- Checking details on proposal and claims for all types of insurance
- Checking details of job applicants and employees

The information recorded by fraud prevention agencies may be stored in other countries and used by the Insurer and other organisations from these countries. Please contact us by email to policy.validation@endsleigh.co.uk if you want to receive details of the relevant fraud prevention agencies.