

# 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.

## Who regulates us?

Endsleigh Insurance Services Limited, trading as Endsleigh Loop, is an insurance intermediary acting on behalf of the insurer. Our principal place of business is at Shurdington Road, Cheltenham, GL51 4UE. 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 [www.register.fca.org.uk](http://www.register.fca.org.uk)

## Ownership

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?

Telematics car insurance	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: Covea, LV (Highway), Markerstudy
Optional Additional Covers <ul style="list-style-type: none"><li>• Breakdown Cover</li><li>• Replacement Vehicle</li><li>• Legal Expenses Cover</li></ul>	We only offer products from single insurers.

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

This product meets the demands and needs of those who wish to ensure that in the event of being involved in a car accident during the policy term, claims against them by third parties for personal injury or damage to property will be met, now and in the future. By purchasing this policy you confirm that this is a fair description of your insurance demands and needs.

## Which services will we provide?

The services we may 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 to us
- 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 provide information on to you. Any information we provide to you does not constitute advice or a personal recommendation and you agree to make your own choice about the insurance cover and whether to purchase the insurance policy.

We will receive a commission from the insurer where you enter into an insurance policy with them through us.

## 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 cleared funds are received by us 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's important that you take reasonable care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If you carelessly provide to us, or the insurer, false or misleading information it could adversely 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 as this could affect your insurance cover. Examples of the type of circumstances you need to tell us about can be found in your policy wording.

We may ask you to provide us with documentation in order to validate your details or identity. This could include proof of no claim discount, copies of your driving licence, utility bills and other documentation deemed necessary. Please note that should we request proof of No Claim Discount, it must be earned in the UK and from policies expired within the last two years. Failure to provide us with the required information by the specified date may result in administration charges, increases in premium or your cover being cancelled or voided

## Data protection

Endsleigh Loop is committed to being transparent about how we handle your data and protect your privacy. Full details are in our privacy policy, which you can find at [endsleighloop.co.uk/privacy](http://endsleighloop.co.uk/privacy).

## Which laws apply to this contract?

These terms are governed by English law 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. Other fees may apply in connection with the Endsleigh Loop device and these are detailed in your policy wording.

	Fee applicable
<b>New business administration fee</b> This fee covers costs associated with setting up your telematics policy. This fee is non-refundable if the policy is cancelled.	£150
<b>Renewal administration fee</b> This fee covers costs associated with renewing your telematics policy. The fee is non-refundable if the policy is cancelled.	£90
<b>Mid-term adjustment fee</b> This fee covers the cost of servicing your policy when changes need to be made, e.g. change of address.	£30
<b>Administration fee 14 day cooling off period</b> If you cancel within 14 days of buying your policy we will charge this fee. However, there will be no refund of the new business administration fee or the renewal administration fee.	£0
<b>Cancellation fee after cooling off period</b> This fee is charged if your policy is cancelled more than 14 days after you bought it.	£75
<b>Policy termination fee</b> This fee is charged if we cancel your policy as a result of incorrect information being provided to us.	£75

## Continuous Payment Authority

When you pay for your deposit or the full policy premium using a debit or credit card we will ask if you want to provide your consent to set up a continuous payment authority.

If you provide your consent to set up a continuous payment authority we will collect payments from the debit/credit card you used to purchase the policy for renewals, mid-term adjustments and any outstanding amounts payable by you in the event of cancellation including any administration or cancellation fees. We will give you prior notice before we debit your card automatically.

If you provide your consent to allow your card details to be stored for future manual payments this will prevent you from having to re-enter your details. We will always ask your permission before we debit your card. If you do not provide your consent for us to use the same card to collect payments you will have to provide your card details every time a change is made to your policy and at renewal.

Your selected continuous payment authority can be changed at any time by contacting us on 0333 234 1713.

## Auto Renewal

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

If you have paid for your policy in full and provided your consent to set up a continuous payment authority you don't need to do anything at renewal if you are happy to renew. We will automatically renew your policy for you and payment will be taken from the card you provided consent for us to use.

If we're unable to take payment for any reason or you have not provided your consent to set up a continuous payment authority, your policy will not renew automatically. We will attempt to contact you using the contact details you have given us, to provide you with 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, simply call us on 0333 234 1713 as soon as you receive your renewal quote, and before your policy renewal date, and we will ensure 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 (PCL) you should be aware that if you cancel your Direct Debit instruction or fail to make a payment you will be in default of your credit agreement and you will be charged a default fee by PCL each time this happens, as specified in your credit agreement.

PCL will write to you in these circumstances and you will have 14 working days to resolve the payment issues and if required to set up a new Direct Debit instruction.

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 monies which 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 the 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 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 Loop or PCL as soon as you are aware you may have difficulty in making a payment.

Please note: if a claim has been settled against your policy you are liable for 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. Please contact us:

By phone **0333 234 1713**

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 using the following details:

By phone 0800 023 4567

By post Financial Ombudsman Service,  
Exchange Tower,  
Harbour Exchange,  
London E14 9SR

Online [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

### **The Financial Services Compensation Scheme (FSCS)**

We are 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](http://fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

### **Motor insurance database**

Information relating to your motor 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](http://www.askmid.com)

You can find out more about this from your insurer, or at [www.mib.org.uk](http://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 Loop 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 if you want to receive details of the relevant fraud prevention agencies.