# TERMS OF BUSINESS AGREEMENT INSURELEARNERDRIVER.CO.UK



#### This Document

This contract is between InsureLearnerDriver.co.uk and you, our customer.

#### Who We Are

InsureLearnerDriver.co.uk is a trading name of Sky Insurance Services Group Ltd. We are an independent intermediary who sell and administer general insurance policies.

When trading as InsureLearnerDriver.co.uk, we distribute short term learner insurance online.

Our website address is <a href="www.insurelearnerdriver.co.uk">www.insurelearnerdriver.co.uk</a> We only work with two specific insurers and as such

### More About Us

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 469048. You can find out more by going to <a href="https://www.fca.org.uk/register">www.fca.org.uk/register</a> or calling 0800 111 6768.

Our address is 28 Station Close, Potters Bar, Herts, EN6 1TL. You can call us on 01707 624 780 or email at enquiries@insurelearnerdriver.co.uk.

do not conduct a full market analysis, especially for you on this policy. We do not give advice about the suitability of policies for your needs but will provide you with a range of options that could be acceptable, based on your answers to our online form.

We also provide additional insurance products, which you can add-on to your main insurance policy. These policies are also provided based on the answers to our online form. We don't give advice about these and nor do we conduct a full market analysis for these additional products.

Sky Insurance Services Group 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.

#### How we Work

As InsureLearnerDriver.co.uk we work exclusively with Markerstudy Insurance Ltd & KGM Underwriting Services Limited to provide you with access to short term motor insurance. Information about this insurance can be found in the policy documentation.

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.

#### Your insurance

Your insurance is based on the answers you have provided to our website. You must take reasonable care to ensure your answers are complete, accurate and honest. This information has been used to provide you with a quote. You must now also check to make sure that the cover suits your needs.

If the answers you have provided are not complete and accurate:

- Your insurer may cancel your policy and treat it as if it never existed
- Your insurer may refuse to pay any claim
- Your insurer may not pay a claim in full
- Your insurer may revise the premium which you will pay and/or change the excess, or the extent of the cover may be affected.



## Cancellation and Changes

#### Policies of less than one calendar month's duration

You must make sure that your policy is suitable for your needs. Once you have purchased it you cannot make changes. If you wish to cancel your policy, you can; however, you will not receive a refund. Due to the short-term nature of 1-28 day policies, there is no cooling off period.

#### Policies of more than one calendar month's duration

If a period of less than 14 days has elapsed since you received your policy documentation email, and you have not made a total loss claim, you have the right to cancel the policy and receive a refund of premium for the unexpired period of insurance. An administration charge which will be no less than £100 will also apply.

## Your Information

We hold your information in line with your rights under data protection legislation. We share your information with your insurer. Your information may also be shared on the Claims and Underwriting exchange, or various databases for the prevention of fraud.

It is a condition of this contract that, in consideration for providing you with a quote, we hold and process certain information about you. We hold your information only for as long as we will need it, in line with our data protection policy, it will be removed from our system when we no longer have a need for it.

We also hold certain information about you to help prevent insurance fraud and quote manipulation. As a business regulated by the Financial Conduct Authority (FCA), we are required to assist with the stability and integrity of financial markets, this includes helping to prevent crime. So, we maintain some information about you for this purpose.

Information held about you through contract or due to our legal obligations and legitimate interests, is not held subject to your consent.

We do keep certain marketing information about you, this is provided we have your consent.

## Access to your information

You have the right to request a copy of your information. If you have specific queries we will usually be able to provide this free of charge over the telephone. There is no charge if you wish to make a subject access request for more detailed information. However, there may be a charge to cover our costs for any onerous request.

# Conflicts of interest

We manage our conflicts of interest by monitoring the outcomes of our customers. We also make sure that you are aware of our relationships with relevant companies, both in this document and throughout the sales process.



## **Charges and Fees**

We make administration fees and charges on all policies which you will be advised of in our quotation summary, which you will view before completing a purchase.

## 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.

#### Claims

If you need to make a claim, you can call the claim line on 0343 506 5793. This is provided on our behalf Kindertons Accident Management. If you are making a fault claim, you will be passed over to your insurer. However, if you are making a non-fault claim, you have the option using Kindertons Accident Management services.

If anyone else involved in the claim contacts you, you should get in touch with your insurer. Do not make any comments about whose fault the accident was or what happened.

# What to do 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 correctly. In the first instance please contact us using the details below:

Write to us at: 28 Station Close, Potters Bar, Hertfordshire, EN6 1TL.

Email us at: <a href="mailto:enquiries@insurelearnerdriver.co.uk">enquiries@insurelearnerdriver.co.uk</a>

Call on: 01707 624 780

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.financialombudsman.org.uk">www.financialombudsman.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 issue a final response 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**

Before we send your premium on to the insurer, we hold it in an insurer trust account. We do this on behalf of the insurer. This means your policy has been paid for as soon as you pay us. We may give customers credit from the account your money is held in, and in some cases, pay money to other intermediaries. Your money will always be protected, because this is required by the FCA. We reserve the right to retain the interest earned on this account. Interest won't be more than £20 on each transaction.

We check that the insurers who we offer cover from are reputable, fair and solvent. We can't guarantee that this will continue to be the case, but we do check regularly to make sure.



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 of that happening to Sky Insurance, 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 www.fscs.org.uk. Credit broking is not covered by the FSCS.

## The Law

This contract is governed by the laws of England and Wales. Any disputes will be dealt with by the English courts or using dispute resolutions services where appropriate. However, our preference is always to settle matters without litigation where possible.