

Terms of Business Agreement



Definitions

In this Terms of Business Agreement “**We**”, “**Us**” and “**Our**” means Age UK Enterprises Limited and Ageas Retail Limited.

Age UK Car Insurance is arranged by Age UK Enterprises Limited and arranged and administered by Ageas Retail Limited.

If you contact an Age UK Office to arrange insurance you will be dealing with either Age UK Enterprises Limited (or one of its Appointed Representatives) or Ageas Retail Limited.

Ageas Retail Limited is registered in England and Wales No. 1324965 and their registered address is Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Age UK Enterprises Limited is registered in England and Wales No. 3156159 and their registered address is Tavis House, 1-6 Tavistock Square, London, WC1H 9NA.

Our regulator

We are authorised and regulated by the Financial Conduct Authority (‘FCA’). Ageas Retail Limited’s registration number is 312468. Age UK Enterprise Limited’s registration number is 311438. You can check this by calling the FCA Consumer Helpline on 0800 111 6768 or at the website www.fca.org.uk/register.

Ownership

Ageas Retail Limited is a wholly owned subsidiary of Ageas (UK) Limited and a sister company to Ageas Insurance Limited.

Age UK Enterprises Limited is the commercial arm of Age UK.

Language

During the term of any insurance policy **We** set up for you, **We** will communicate with you in English.

Your agreement to these Terms of Business

In seeking insurance through **Us**, you agree to the Terms of Business Agreement and to **Us** acting as your agent. This does not affect your normal statutory rights.

About our service

We are committed to treating you fairly in all **Our** dealings with you now and in the future, and will perform **Our** services with reasonable care and skill. **Our** services include arranging your insurance and processing any required changes immediately that you may wish to make to your policy.

If **We** spoke to you while **We** were arranging your quote, **We** will have made it clear whether or not **We** have provided advice. Where **We** have provided advice this will have been to ensure the cover best meets your needs and **We** will have provided a recommendation based on what **We** discussed with you.

If **We** have not provided advice then it will be your responsibility to ensure the policy meets your needs, no recommendation will have been provided, and only limited information given to you

on which to base your decision.

If **We** did not speak to you while **We** were arranging your quote, **We** will not have given you advice, a recommendation, or agreed any of the details below as these were chosen by you. This means that **We** have not taken your personal circumstances, or any existing insurance you might already have, into account. It is your responsibility to make sure the policy meets your needs.

You agree to receive your policy documents electronically where appropriate to do so.

About the products we offer

We offer Car Insurance from a limited panel of Insurers, with Ageas Insurance Limited acting as lead insurer. For existing customers we currently offer policy renewals via Ageas Insurance Limited only. Optional additional products available with this Car Insurance are underwritten or provided by a range of insurers. You can request a list of the insurers or providers from **Us**.

Important information

Please take care to answer all questions honestly and to the best of your knowledge. If you don’t your policy may be cancelled, treated as if it never existed or your claim rejected or not fully paid.

You should read and retain all the documents **We** have sent or may send in the future. You should make sure the documents are accurate and contact **Us** immediately if the documents contain any errors. If you have any queries about your policy or do not understand it, please inform **Us** immediately and **We** shall be pleased to assist you.

Fees and charges

We will not apply any fees or charges for the sale, administration or cancellation of policies. There could be a change to your premium if you make an amendment to your policy that makes it lower or higher risk to the insurer.

Cancellation

You can cancel this policy at any time. If cover has not commenced **We** will refund any premium already paid.

If cover has started, **We** will make a proportionate charge for any time your insurance has been in force. In the event of a claim the full premium will be due.

Please note in the event you should fail to provide any information requested by **Us** or your insurer **We** may cancel your policy. **We** will contact you with **Our** intention to do so.

In the event that your policy is cancelled and there are unpaid monies, **We** may withhold any relevant documents until full payment is made.

If you wish to cancel your insurance contract you should let **Us** know by phone or in writing to: Customer and Business Solutions, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh SO53 3YA.

Validity period

Where **We** have provided a quotation, subject to no changes being made (including a change to the policy start date), it is valid for sixty days from the date **We** gave the quotation but in any event not beyond the commencement date of the policy.

Claims

We do not process claims for your insurer. When you tell us about a claim, **We** will need to take your name, address, policy number and enough detail about the claim so that your insurer can best decide how to proceed. In these circumstances, **We** are acting as your agent. Full details of how to make a claim are included in your policy booklet. Please note that your insurer shall have no responsibility in handling any claim if the incident date is after the date of the cancellation or the lapse or end date of your policy.

Client money

We act as agent for the insurer for the collection of premiums and payment of premiums. This means that premiums are treated as being received by the insurer when received by **Us** and any premium refund is treated as received by you when it is actually paid over to you.

Confidentiality

We will treat information received from you relating to this Terms of Business Agreement and to the insurance business as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil **Our** obligations in the conduct of insurance business and except as may be required by law or by the Financial Conduct Authority. For the avoidance of doubt **We** shall be entitled to disclose such information where necessary to insurers or reinsurers, actuaries, auditors, professional agents and advisers and other Group companies. This paragraph will not apply to information which was rightfully in the possession of **Us** prior to this Terms of Business Agreement, which is already public knowledge or becomes so at a future date (other than as a result of this paragraph) or which is trivial or obvious.

Important words and phrases

Personal information – any information the Insurer holds about you and any information you provide to the Insurer about anyone else.

Sensitive personal data – some Personal Information your Insurer will ask you to provide is known as sensitive personal data. This will include information relating to health issues, race, religion and any criminal convictions.

Protecting your personal details

Your security is important to **us**. Find out below how **We** use your personal details and what **We** do to keep your information safe. For the following information only, where '**We**', '**Us**' and '**Our**' is used this refers to Ageas Retail Limited, the Insurer and Ageas Services Limited.

Ageas Retail Limited and Ageas Services Limited are part of the Ageas group of companies. If you want to know more about the Ageas group of companies please see www.ageas.co.uk

We will also share your personal details with Age UK Enterprises Limited which is the commercial arm of the charity

Age UK (registered charity no. 1128267) and forms part of the Age UK Group, as well as anyone acting on their behalf. The Age UK Group comprises of the charity and its subsidiary companies and charities dedicated to improving the lives of people in later life.

Age UK Enterprises Limited would like to use your personal information for marketing and research purposes and share it with other companies and/or charities within the Age UK Network. When you provide information to us or the Age UK Network, you will be given the option to select your choices as to whether or not you wish to receive information from Age UK Enterprises Limited by email, text, phone or post. You can change your marketing preferences at any time by phoning 0800 107 8977 or writing to: FREEPOST, Age UK Enterprises, London WC1H 9NA.

The Age UK Network includes the Age UK Group (comprising of the charity Age UK and its trading subsidiaries) and its National Partners (Age Cymru, Age Scotland and Age NI).

Age UK Enterprises will never sell your data and promises to keep it safe and secure. Age UK Enterprises will not share any of the personal information with companies beyond the Age UK Network, unless the information is needed to help prevent fraud or they are required do to so by law.

You are entitled to receive a copy of the personal information Age UK Enterprises Limited hold about you. If you would like to receive a copy, or would like further information about, or would like to complain about the way that they use your personal information please write to FREEPOST, Age UK Enterprises, London WC1H 9NA.

For further information on how your information is used and stored by the Age UK Network please go to <http://www.ageuk.org.uk/help/privacy-policy/>.

Data Protection Act

Please read this notice carefully as it contains important information about how **We** use your personal information. You should show these notices to all persons shown in your policy schedule as this will also apply to them. It explains how **We** use all the information held about you and the other people insured under your policy.

Please note that if you give **Us** false or inaccurate information, this could give **Us** the right to void your insurance policy or it could impact your ability to claim.

We will use personal information (including sensitive personal data) we hold about you:

- to provide you with quotes, arrange and manage your insurance policy and provide you with the services described in your policy documents;
- for management information purposes;
- to arrange and manage your insurance policy (including handling underwriting and claims and issuing renewal documentation to you and your insurance adviser);
- to prevent and detect crime (including fraud and anti-money laundering).

As part of this **We** may transfer, store or process electronic copies of your information outside the European Economic Area. If **We** do this **We** will ensure that it is protected as securely as it would be under European Union law.

We may share your personal information:

- with other companies within the same group as **Us** in order to provide you with the most appropriate products and services;
- with other insurers and business partners or agents providing services on behalf of **Us** where this is reasonably required to help deal with your claim;
- with statutory bodies, regulatory authorities and other authorised bodies;
- if required or permitted to do so by law (e.g. if **We** receive a request from the police);
- to develop products, services, systems and relationships with you to record your preferences in respect of products and services.

Credit scoring

We may carry out credit scoring to provide you with your insurance premium at both the quotation and renewal stage using information from credit reference agencies. This will be recorded on your credit reference file but will not affect your ability to obtain other financial products.

Preventing and detecting crime

We may use your personal information to prevent and detect crime. In order to do this, we may:

- check your personal information against databases held by **Us**;
- share your personal information with fraud prevention agencies. Your personal information will be checked with and recorded by a fraud prevention agency. If false or inaccurate information is provided and fraud is identified, details will be passed to the fraud prevention agencies. This information will be accessed and used by **Us**, law enforcement agencies and other organisations 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; checking details on proposals and claims for all types of insurance; and checking details of job applicants and employees. Other organisations may search the databases held by these fraud prevention agencies when you make an application to them for financial products. If such companies suspect fraud, **We** will share your personal information with them. The information **We** share may be used by those companies when making decisions about you. **We** and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies;
- share your personal information with operators of registers available to the insurance industry to check information you provide. These include the Claims and Underwriting Exchange Register (administered by Insurance Database Service Limited), Motor Insurance Anti-Fraud and Theft Register and The Motor Insurance Database. **We** may pass information relating to your insurance policy and any incident to the operators of these registers, their agents and suppliers;
- research, collect and use data about you from publicly available sources, including social media and networking sites.

Dealing with others on your behalf

If you have given **Us** express consent to deal with another person on your behalf to help you manage your insurance policy, subject to answering security questions correctly, **We** will deal with that other person if they call **Us** on your behalf in connection with your policy or a claim relating to your policy. **We** will continue to discuss your policy or claim with your nominated person until you ask **Us** not to.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of **Our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **Our** premises.

You can:

1. ask for further information about how **We** use your personal information;
2. request details of the relevant fraud prevention agencies and/or an explanation of how the information held by such agencies may be used;
3. submit a complaint; and/or
4. request a copy of your personal information held by **Us** by writing to the Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Please include your name, address and insurance policy number. **We** may charge a fee of £10 for this.

If the Insurer changes the way that it uses your personal information, they will write to you to let you know. If you do not agree to that change in use, you must let the Insurer know as soon as possible by writing to the Insurer at the address above.

You have the right to complain to the Information Commissioner's Office at any time if you object to the way **We** use your personal information. For more information please go to www.ico.org.uk

Change of insurer

As your agent acting on your behalf, **We** may from time to time use a different insurer(s) to provide you with insurance. A change of insurer(s) may take place on the renewal date of your policy or at any other time. **We** will notify you prior to any change of insurer(s) and advise you of any change in the policy terms. Accordingly, you authorise **Us** as your agent to place your insurance with insurers other than those named in your schedule or certificate. You will have the opportunity to terminate that policy both before and after such a change becomes effective.

Automatic renewal

Each year **We** may seek to automatically renew your insurance contract at the end of your 12 months policy period by using the personal and payment details you originally supplied to **Us** and **We** will write to you towards the end of this period providing you with the opportunity before your renewal date to tell **Us** if you do not wish to renew.

Irrespective of whether you receive a renewal reminder, it remains your responsibility to ensure that your insurance is valid and in force.

Complaints procedure

In the event that you are not happy with any aspect of our service **We** will aim to resolve this issue as quickly as possible. Please use one of the following options:

Option 1: Contact Us

We need to know the nature of your complaint and how you think the problem should be resolved.

You can do this by:

- Telephoning **Us** on 0345 1287915;
- Writing to **Our** Complaints Department at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

We will try to resolve your complaint by the end of the third business day. If **We** are unable to do this, **We** will write to you within five working days to either:

- Tell you what **We** have done to resolve the problem; or
- Acknowledge your complaint and let you know when you can expect a full response. **We** will also let you know who is dealing with the matter.

Option 2: If your complaint is about the insurer of your policy

Please contact your insurer if you have a complaint regarding the service provided by them, such as the claims service or the amount offered in settlement of a claim. Your policy booklet or policy summary will provide contact details.

Option 3: If your complaint is about how the policy was sold to you by an Age UK Insurance Office

If you have a complaint against the Age UK Insurance Office, contact **Us** in one of the following ways:

- In writing to: Central Complaints Team, Age UK Enterprises Limited, Linhay House, Linhay Business Park, Ashburton, Devon TQ13 7UP.
- By phone: 01364 651 566
- By email: complaints@ageuk.co.uk

Option 4: Contact the Financial Ombudsman Service

If you are not satisfied with **Our** final response, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge, but you must do so within six months of the date of the final resolution letter. Referral to the Ombudsman does not affect your right to take legal action. You can contact them as follows:

In writing:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have **Our** permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if **We** cannot meet **Our** obligations. Further details about the compensation scheme arrangements are available from the FSCS. You can contact them by calling 0800 678 1100 or 020 7741 4100, or visiting their website www.fscs.org.uk

Governing law and jurisdiction

This Terms of Business Agreement and all quotations and policies **We** obtain for you are subject to the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales unless your policy document states otherwise.