

# Terms of Business Agreement



## Definitions

In this Terms of Business Agreement “**We**”, “**Us**” and “**Our**” means Age UK Enterprises Limited (trading as Age Co Insurance Services) and Ageas Retail Limited.

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.

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 Co 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.

## 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](http://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 a trading subsidiary company of Age UK (registered charity, no. 1128267) and donates its net profits to 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 an intermediary; **We** work on your behalf to understand what you need from your insurance and to offer appropriate products and services. **We** work on behalf of insurers to incept, collect and refund premiums for your insurance policy. **We** will also handle mid-term adjustments and cancellations on behalf of your insurers.

**Our** service includes arranging your insurance cover and helping you with ongoing changes. You will be asked a series of questions so **We** understand what you need from your insurance, but **We** will not provide advice or recommendations. Please ensure that the policy meets your needs.

## About the products we offer

**We** offer motor insurance from Ageas Insurance Limited and Zenith Insurance Plc. Legal Protection, Key Protection, Excess Protection and Motor Breakdown are provided by Ageas Insurance Limited.

## 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 for the sale, administration or cancellation of your policy. There could be a change to your premium if you make an amendment to your policy that makes it a lower or higher risk to the insurer.

**We** will apply a charge where premiums are paid by monthly direct debit. If you pay by monthly instalments, your current rate of interest will also be applied to any changes or additional premium added to your repayment plan.

## What is received from your insurers

When you arrange or renew your policy, Ageas Retail Limited (who administer your policy for Age Co Insurance Services) retain commission from your insurer which is a percentage of the premium, this is passed to Age UK. If you select any additional optional products the insurer pays Ageas Retail Limited a percentage commission from your annual premium, this is shared with Age UK. Age UK and Ageas Retail Limited have a profit share agreement. Ageas Retail Limited pay an advanced commission payment to Age UK at the beginning of each year.

## Receiving your documents

If you are currently receiving your documents electronically then **We** would encourage you to continue to do so, saving paper saves trees, let’s help our environment! Paper copies can be provided though, if you would prefer this please call and let **Us** know.

If you are receiving paper copies and would prefer the convenience and more environmentally friendly option of electronic copies, then again please call and let **Us** know.

## 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.

## Use of your personal information

For details of how **We** collect, use and store your personal data, please visit **Our** website or contact **Our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk). You can also request a copy by calling the contact centre.

## 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 month 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 and issue you a summary resolution letter. 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 final 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 Office

If you have a complaint against the Age UK 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](mailto:complaints@ageuk.co.uk)

### Contact the Financial Ombudsman Service

If you are not satisfied with either **Our** summary resolution letter or 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](mailto: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) meaning you may be entitled to compensation from the scheme in the unlikely event that we cannot meet **Our** obligations to you. Further information about the compensation scheme arrangements may be found in your policy documentation or you can contact the FSCS by calling 0800 678 1100 or visiting their website: [www.fscs.org.uk](http://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 laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales unless your policy document states otherwise.