

## 2Gether Insurance - Terms of Business Agreement

The following Terms of Business Agreement sets out the basis on which 2Gether Insurance Ltd t/a 2Gether Breakdown, 2Gether Motor Breakdown, 2Gether, 2Gether Group and 2Gether Premium Finance referred to as 'We', 'Us', 'Our' will provide business services to you as a consumer or commercial client of the firm.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

**YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.**

**Contact us:** You are able to contact us in the following ways:

By writing to: 2Gether Insurance Ltd, Exchange Square, Wisbech, Cambridgeshire, PE13 1RA

By email: [enquiries@2qi.co.uk](mailto:enquiries@2qi.co.uk)

By telephone: 01945 465508

**About us:** We are authorised and regulated by the Financial Conduct Authority as an insurance intermediary. Our Firm Reference Number is 579333. We are permitted to. *arrange; advise on; deal as an agent of insurers and clients; assist in claims handling* in respect of non-investment insurance policies. You can check these details online using the Financial Services Register at <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

We are also authorised by the FCA for Credit Broking and Credit lending, Debt Adjusting, Debt Administration, Debt collecting and Debt counselling. We act as Credit Broker for one lender, 2Gether Premium Finance who is part of the same group.

**Our scope of service:** We offer a wide range of insurance products and have access to leading insurers in the marketplace. When we arrange your insurance, we'll inform you of the nature of the service we provide. This will usually be one of the following:

- (a) a personal recommendation to buy the policy, on the basis of a fair and personal analysis of the market
- (b) a personal recommendation to buy a policy we select from one or more insurance undertakings (not on the basis of a fair and personal analysis of the market) in which case we will provide the names of those insurance undertakings
- (c) information only about a policy from one or more insurance undertakings without giving you advice or a personal recommendation, in which case we will provide the names of those insurance undertakings
- (d) advice only, with or without a personal recommendation

We generally act on your behalf in arranging your insurance, but we will make clear at the outset whether we are acting for you or for the insurer in particular circumstances.

## Your duty of disclosure

**Consumers:** You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

**Non-consumer customers:** Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

**How to cancel:** Please contact us immediately if you wish to cancel any insurance policy, we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer). Please refer to your policy documentation for further details. If you cancel within this initial cancellation period (where this applies) you will receive a proportionate refund of premium from the insurer. However, insurers are entitled to make an administrative charge. In addition, we may charge an amount which reflects the administrative costs of arranging and cancelling the policy, as well as retaining any commission we received. Details of the amount we charge are detailed below under Fees and Charges.

If you are cancelling Breakdown Insurance cover, subject to no claims having occurred, within 14 days after being on cover or receipt of full policy documents whichever is sooner, as long as no claims/call outs have been made your premium will be refunded less an administration charge of £10.00. If you cancel after the 14 days, you will not receive any refund of premium.

**Protecting your information:** We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully which can be found on our website [www.2getherinsurance.co.uk](http://www.2getherinsurance.co.uk) and contact us immediately if you have any queries. Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so and when requesting details of your driving licence for example driving licence number, when arranging motor insurance. Your personal information includes all details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

As a customer purchasing a breakdown product via our online portal, there is a question asking you, 'if you wish to inform us of anything further which would help assist us in your liaisons throughout your customer journey with us'. You are required to respond either yes or no to this question and whichever response you give does not impact on the cost nor the ease of you purchasing our products.

If you respond, 'yes' you will be asked to provide additional information which under UKGDPR is classed as 'special category data' and requires us to provide additional protection. By giving us this information, you are consenting to us sharing this information with the product underwriter, and the recovery agents in the event of making a claim. You have the right to withdraw consent at any time, please see our Privacy Policy for detail on how to do this.

The purpose of obtaining this data is for us, the product underwriter and the recovery agents to be aware of personal circumstances that may require us to handle with sensitivity and extra consideration so that we provide good customer outcomes to you and we can assess that we are meeting our FCA regulatory obligations under Consumer Duty. If you require more information about our obligations, please contact [2q.privacy@2qi.co.uk](mailto:2q.privacy@2qi.co.uk)

**How to claim:** Please refer to your policy documentation if you need to notify a claim. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim, please contact us.

**Fees and charges:** We may charge you for the work incurred in handling your insurances. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation or other work on your behalf. Any additional charges, if applicable, will always be agreed with you in advance of them becoming due.

- New business a maximum amount of £500.00
- Mid-term amendments a maximum of £50.00
- Cancellation of a policy £60.00
- Issuing duplicate documentation £5.60 if by post
- Renewals a maximum of £500.00
- Setting up a credit agreement in relation to instalment facilities £0.00
- Cancellation of credit agreement £10.00

Please note: where you cancel a policy outside of any 'cooling off period' the policy cancellation fee of £60.00 applies, in addition to any time on risk cover and fees charged by the insurer and the retention of commission we earned as a result of placing the business with the insurer in question.

**Our earnings:** In return for placing business with insurers underwriters and other product providers, we generally receive a commission from them which is a percentage of the annual premium that you are charged.

For arranging premium instalment facilities, we earn commission from our premium finance provider(s) which is usually a percentage of the individual loan. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn.

Using premium finance makes the overall cost of the insurance more expensive.

A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision whether to proceed.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business or arranging premium finance.

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

**Block transfers:** In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

**Protecting your money:** Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we generally hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer. If we are not acting as an agent of the insurer when we receive your premium, we shall hold it as client money in trust for you within a client bank account with an approved bank. Our client bank account(s) may contain other clients' money and money we hold as an agent of insurers. In line with strict FCA rules, our client bank account(s) is/are rigorously monitored in order to segregate and safeguard client money. We reserve the right to retain interest earned on our client bank accounts

We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction.

**By accepting this Terms of Business Agreement, you are giving your consent for us to treat your money in this way. Please notify us immediately if you have any objection or query.**

**Auto renewal:** Unless you select otherwise at the point of purchasing your breakdown policy on our website, your membership will automatically renew at the end of its term. This means that, if you are happy with the renewal terms and price that we will send you before your membership is due to expire, you can simply allow the membership to automatically renew with no action needed on your part. Your renewed membership will come into force immediately as your current membership expires with no break in cover.

You have a right, at any time, to cancel the auto-renewal arrangement. To cancel the auto-renewal feature, simply contact us by phone, e-mail, online via our website to let us know that you do not want your membership to automatically renew when it expires.

If you choose to cancel the auto-renewal feature, this means that you will need to contact us to confirm that you want your policy to renew when we send you your renewal terms and price. You will need to contact us no more than 3 days before the expiry of your current policy so we can ensure that we renew your policy upon expiry.

If you cancel the auto-renewal feature, but then do not contact us to confirm that you want your membership to renew, your membership will expire, and the covers provided by your breakdown membership will cease and no longer be in place.

We will remind you that your policy is about to expire in good time before its expiry date. If you are unsure about whether to allow your policy to auto-renew, please contact us so we can discuss this with you.

**Payment method:** If purchasing a motor breakdown insurance policy your payment will be processed via the Stripe payment processor. During the term of your motor breakdown insurance, should your registered payment method with Stripe expire, this will automatically be updated through an automated and secure process in conjunction with the card payment network and your issuing bank. Should your policy be marked for automatic renewal, and you wish to use an alternative payment method, you will need to notify us in advance.

**Complaints:** It is our intention to always provide a high level of service. However, if you have reason to make a complaint about our service you should contact us immediately using the contact details on the first page of this document. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 023 4567 or online and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service, your legal rights will not be affected. We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

**Compensation arrangements:** We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. The compensation scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>

**Money laundering/Proceeds of crime:** We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

**Adequacy of insurance values:** It is the responsibility of the insured to ensure that all sums insured, and policy limits are adequate. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

**Conflicts of interest/Customers best interests:** As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly and professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation and the options available to you before we proceed.

**Insurer security:** The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

**Termination:** You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

**Law and jurisdiction:** These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.