

# Co-op Young Driver and Co-op Driver Insurance Our Terms of Business

## Who are we and who regulates us?

In these Terms, references to "we" or "us" are to Affinity Insurance Solutions Limited whose details are set out below.

We are based in the United Kingdom and our principal place of business is at Arndale House, Manchester Arndale Centre, Greater Manchester, M4 3AQ.

Co-op Insurance Services is a trading name of Co-op Insurance Services Limited; registered in England and Wales with registration number 4390. Registered office: 1 Angel Square, Manchester, M60 0AG. Co-op Insurance Services is authorised and regulated by the Financial Conduct Authority under register number 779364. This Co-op Insurance policy arranged and administered by Affinity Insurance Solutions Limited. Affinity Insurance Solutions Limited is authorised and regulated by the Financial Conduct Authority (No. 940309). Registered in England and Wales number 12486813. Registered Office: Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. Affinity Insurance Solutions Limited is part of the Markerstudy Group of companies.

The Financial Conduct Authority ("FCA") is an independent watchdog that regulates financial services. We are authorised and regulated by them and you can check this by visiting the FCA's website <a href="http://www.fca.org.uk/firms/financial-services-register">http://www.fca.org.uk/firms/financial-services-register</a> or by contacting the FCA on 0800 111 6768. Our permitted activities are recommending insurance policies (and in cases where we do not give a recommendation we will tell you); arranging insurance cover; dealing as agent and assisting with the administration and performance of policies – all in connection with general insurance.

#### **Our Service**

We will provide information only and we will not make any personal recommendations regarding suitability of the Young Driver Insurance product. We only offer one motor insurance product and act as an intermediary when arranging the additional products in connection with your Co-op Young Driver Insurance policy: RAC breakdown and Legal Expenses Insurance. The additional products referred to in this section are underwritten by single insurers which are specified within your policy documentation. Businesses which work for Affinity Insurance Solutions Limited on an outsourced basis receive a fee when they sell our insurance policies.

#### What to do if you need to complain

We know that sometimes things can go wrong and here at Affinity Insurance Solutions Limited, we really value your feedback. Letting us know when you are not happy with our products or service provides us with the opportunity to put it right and helps us to improve the service we provide to all our customers.

If you would like to obtain a copy of our complaint handling procedures or would like to raise a complaint, please contact us by phoning: Customer Service Department: 03330 050509. Lines open 9am – 5pm Monday to Friday.

Alternatively for sales, service or administration you can write to us at: Co-op Customer Relations PO Box 1172 Whitstable CT5 9DR

Email: AISLCustomerRelations@markerstudy.com

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In writing: Co-op Customer Relations Young Driver Insurance PO Box 1172 Whitstable CT5 9DR

To help us resolve your complaint we'll need the following information: details of what you are concerned about, your name and address, your policy number and, where possible, a daytime telephone number. Please let us know if you need your response to be sent in an alternative format such as large print, audio or Braille.

## What happens next?

We will always do everything we possibly can to sort out the problem. We'll send you a written acknowledgement within five working days and keep you informed on our progress until your complaint has been resolved.

## The Financial Ombudsman Service (FOS)

Should you remain unhappy with our response to your complaint, or if eight weeks have passed since you first raised your complaint with us, you have the option to refer your complaint to the Financial Ombudsman Service. You'll need to contact them within six months of the date of our response.

To find out more about the Financial Ombudsman Service visit: <u>www.financial-ombudsman.org.uk</u> Or contact them by writing to: Financial Ombudsman Service, Exchange Tower, London E14 9SR Telephone: 0800 023 4567 or 0300 123 9123 Email: <u>complaint.info@financial-ombudsman.org.uk</u>

Making a complaint will not affect your legal rights.

# Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS which provides protection to customers of authorised financial services firms, where an authorised firm is unable, or likely to be unable, to pay claims against it. In general, this is when a firm becomes insolvent or has gone out of business

The FSCS can pay compensation of:

- (a) 100% of a claim, without any upper limit where the insurance is compulsory (e.g. third party motor insurance) or
- (b) 90% of a claim, without any upper limit, for other insurances

Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY Telephone: 0800 678 1100 or 020 7741 4100

# **Misrepresentation, Fraud Prevention and Detection**

You must take reasonable care that all information you provide verbally or written during quotation/sale of insurance, renewal, mid-term adjustments or making a claim must be accurate and complete to the best of your knowledge. It is your responsibility to inform us of any changes or incorrect information found on your Statement of Insurance. Changes to your policy may affect the terms of your policy and your annual premium. Failure to notify us of any changes or provide accurate information could invalidate your policy or any claims made.

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When you tell us about an incident we will pass information relating to it to the Motor Insurance Database (MID) and the Claims and Underwriting Exchange (CUE). In order to prevent and detect fraud we may at any time:

- Share information with other organisations and public bodies including the Police.
- Check your details with fraud prevention agencies and databases such as MID and CUE
- If false/inaccurate information is provided and we suspect fraud we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household.
- Trace debtors and beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies.
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.
- Undertake credit searches and additional fraud searches.

## Law applicable to this contract

You and we are free to choose the law applicable to this contract, but in the absence of agreement to the contrary the law of the country in which you are resident at the time of the contract will apply. If you are not resident in the United Kingdom, the law which will apply will be the law of England and Wales.

## How we will use your data:

Please refer to the 'Co-op Car or Home Insurance - Privacy Notice' document which is available within your account, for details of how we use the data we collect during the period your policy is in force.

#### What Fees do we charge?

We arrange the policy with the insurer on your behalf. We receive commission from the insurer which is a percentage of the total annual premium.

For any optional extras you choose to purchase, we receive a commission from the insurer which is a percentage of the total annual premium. In addition, where cover for legal expenses is purchased, the provider will pay us a fee for each policy sold. Where you have chosen to pay your insurance premium by instalments, we receive commission from the finance provider for introducing you to them and we will be pleased to provide this information upon request.

If you cancel your policy, the premium you have paid will be returned less a proportionate charge for the number of days for which cover has been provided and subject to the cancellation fees as indicated below.

	Co-op Young Driver	Notes
Arrangement Fee: (Covers the cost incurred by us in connection with the initial setting up of a policy including the provision of a telematics smart box)	£100.00	This fee is non-refundable after the 14-day cooling off period. Please refer to the cancellation fees section for charges within the 14-day cooling off period.
Renewal Fee: (Covers the cost incurred by us in connection with arranging the renewal of your policy)	£50.00	This fee is non-refundable after the 14-day cooling off period. Please refer to the cancellation fees section for charges within the 14-day cooling off period.

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Change of Vehicle - Smartbox	£50.00	Important: Please note the Smartbox must be removed
Retained:	230.00	from your old vehicle in order to re-install in the new vehicle
(Covers the cost is surred by us is		once a new cradle has been issued, if this can't happen
(Covers the cost incurred by us in		and a new box is required, please refer to our change of
connection with arranging the change		vehicle - new Smartbox section for costs.
of vehicle on your policy including a		
new cradle for the Smartbox to be		This fee is in addition to any premium adjustment
re-installed within the new vehicle by		generated when the change is processed
yourself)		
		This fee is non-refundable after the 14-day cooling off
		period. Please refer to the
		cancellation fees section for charges within the 14-day
		cooling off period.
Change of Vehicle - New Smartbox:	£75.00	This fee is in addition to any premium adjustment
(Covers the cost incurred by us in		generated when the change is processed
connection with arranging the change		
of vehicle on your policy including a		This fee is non refundable after the 14-day cooling off
new telematics smartbox and cradle		period. Please refer to the cancellation fees section for
to be installed within the new vehcile		charges within the 14-day cooling off period.
by yourself)		5 · · · · · · · · · · · · · · · · · · ·
Mid Term Adjustments	£25.00	Payable in addition to any premium adjustment generated
		when the change is processed
Cancellation Fee (Within the 14- day	See Notes	Cancellation of your policy, customer request or cancelled
cooling off period)		by us:
		, uo.
		A refund of 50% will be applied to the below fees, if the
		Smartbox is returned within 14 days following cancellation.
		- Arrangement Fee
		- Renewal Fee
		- Change of Vehicle - New Smartbox Fee
Cancellation Fee (After the 14-day	£50.00	Cancellation of your policy, customer request or cancelled
cooling off period)	200.00	
		by us:
		A refund of 50% will be applied to this feal if the Smarthay
		A refund of 50% will be applied to this fee, if the Smartbox is returned within 14 days following cancellation.
		is returned within 14 days following cancellation.
Voidanco	Soo Notos	If we dealare your policy yold on the grounds of froudulant
Voidance	See Notes	If we declare your policy void on the grounds of fraudulent
		activity, we will be entitled to keep any premium you have
Mid-term removal of any of the	See Notes	A full refund of the premium paid for the optional covers if
optional covers: Legal expenses or		removed within the 14 day cooling off period, providing no
Breakdown cover.		claim has been made.
		There is no refund of the premium paid for the optional
		cover(s) if removed after the 14 day cooling - off period
		(policy remains in force.)

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#### Your right to cancel

When you have paid your premium you have the right to cancel your policy.

If you cancel your policy, the premium you have paid will be returned less a proportionate charge for the number of days for which cover has been provided and subject to the cancellation fees as indicated below.

If you wish to cancel your policy please contact us on 0333 009 6711.

Lines open 8.00am to 8.00pm weekdays and 9.00am to 2.00pm Saturdays. Calls may be monitored or recorded for security and training purposes.

Or write to: Customer Service Department, Coop Young Driver, PO Box 1172, Whitstable, CT5 9DS

## **Optional Extras**

Please refer to the separate Product Information Documents available within your account. We act as an intermediary who arranges the following additional products in connection with your Co-op Young Driver Insurance policy: RAC breakdown cover and Legal Expenses Insurance. These are underwritten by the single insurers as specified within your policy documentation.

#### How to make a claim

Should you need to make a claim, please telephone Co-op Young Driver Insurance claims line on 0345 999 8888.

## **Payments - Monthly instalments**

If you choose to pay by Direct Debit, your monthly instalment plan will be financed by Close Brothers Premium Finance. Close Brothers Premium Finance will send you a welcome pack which will include a credit agreement. In assessing your application Close Brothers Premium Finance will search the public information a credit reference agency holds about you. The credit reference agency will add details of the search to their records whether or not the application for credit proceeds. This and other information may be used to make credit decisions about you and to undertake checks for the prevention and detection of money laundering.

#### **Continuous Payment:**

Where premiums become due under the terms of your policy or our terms of business, we reserve the right to automatically collect renewal premiums, add additional payments or make refunds to your direct debit agreement/ debit or credit card details we hold on file. Your card details will be held securely in accordance with the Payment Card Industry Data Security Standards. You will be notified in writing 14 days prior to any request for additional payment or refund. If you have used another person's payment card, it is your responsibility to make them aware that we will automatically take any additional payment, or make refunds to this card.

Should you not agree with the continuous payment authority or your credit/debit card details to be stored your insurance may be cancelled with the relevant cancellation fee to be charged.

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# The Smartbox device

We use it to work out your safe driving score. Your score will be reviewed towards the end of your policy year and is one of many factors which may increase or decrease your premium at renewal.

The Smartbox tracks a number of aspects of driving style as detailed at the 'Telematics Device data' section of your policy. We will use the following four key indicators to assess driver performance:

- Speed
- Time of day the vehicle is driven
- Eco Driving which includes cornering, braking and acceleration
- Duration spent on journeys

The Smartbox will also track your declared mileage and should you exceed this mileage a top up will be required or your policy will be cancelled.

The Smartbox including the installation steps must be completed within 14 days of the start of your policy (or within 14 days of any subsequent change of vehicle being recorded under your policy). We may not continue with the insurance if the Smartbox and installation steps are not completed within these timescales.

#### **Smartbox Installation**

Once you have fitted the self-installed Smartbox, a photograph will need to be uploaded to your Smartphone App. This is to make sure the Smartbox has been installed correctly to prevent issues in recording the driving data.

## Safer Driving Score:

Data collected from the Telematics Device is assessed and an aggregate score is allocated (this score is then reflected in the relevant groups on your Smartphone App). This score is reviewed towards the end of your policy year:

- If your average score has improved, then this could help towards reducing your renewal premium.
- If your average score has deteriorated, then this might lead to an increase in your renewal premium.

# Please note that even if your average score improves, other factors might still lead to an increase in your renewal premium. Your overall score can be viewed on your Smartphone App.

#### Policy cancellation due to speeding:

Premiums are calculated on the basis that the insured vehicle is driven within the speed limit for the road.

If your vehicle is consistently driven above the speed limit for the road on which it is driven, we may decide that your policy is not the correct policy for you. If this is the case, we will issue you with a notice of cancellation. Before we issue you with a cancellation notice, we will send you at least 3 alerts.

Where the speed limits are exceeded by the significant margins detailed below, we will issue you with a cancellation notice of cancellation. Before we issue you with a notice of cancellation, we will send you at least 1 alert.

Speed limit for the road	Vehicle driven at speeds of or exceeding
15 mph	30 mph
20 mph	40 mph
30 mph	50 mph
40 mph	60 mph
50 mph	70 mph
60 mph	85 mph
70 mph	100 mph

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# **Theft Tracking**

The Smartbox has GPS/GSM tracking functionality. If your vehicle is stolen you must report the theft of your vehicle to the police and obtain a police incident number. You will need to confirm the police incident number when contacting our claims department.

# Who owns the Smartbox?

The Smartbox is the property of Markerstudy Group.

## What should I do if I want to remove the Smartbox from my vehicle?

You should never attempt to remove or tamper with the Smartbox during the period in which your policy is in force. If you are changing your vehicle, you will need to notify our customer service team and then remove the Smartbox from your current vehicle. We will arrange for a new cradle to be issued in order for you to re-install the Smartbox within your new vehicle, please refer to our terms of business for any fees which will be applied.

# Who is entitled to use the data generated by the Smartbox?

We will use the driving data that is generated from the Smartbox during the period which your policy is in force and up to 14 days after the policy cancellation.

## What happens to the Smartbox if I cancel my policy or my policy expires?

On the cancellation or expiry of your policy, or the sale of your vehicle, you may only remove the Smartbox once the policy has expired and is no longer in force, please refer to our terms of business for any fees which may apply. We will arrange to deactivate the Smartbox within 14 days and no further data from the Smartbox will be transmitted to us.

The collection and transmission of data can occasionally be impaired. We will rectify any interruptions to the transmission of the data where it is possible for us to do so. If, during the period your policy is in force, we suspect that the Smartbox is faulty we will replace the Smartbox free of charge (see the Interruptions to the collection of data section of your policy).

You, or anyone acting on your behalf, must not tamper with, dismantle, or attempt to deactivate or remove any part of the Smartbox or tamper with the GPS/GSM signal that is emitted from the Smartbox whilst your policy is in force. If you or anyone else is found to have tampered with the Smartbox your policy may be cancelled (see the Tampering with the Smartbox section of your policy).

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