

TERMS OF BUSINESS AGREEMENT

The following terms of business ONLY applies if you hold a policy directly with Novitas or via our trading name of Pilgrim Insurance Services.

Policies arranged via another broker or intermediary will have a separate terms of business applicable – you should contact your insurance advisor for full details of same.

1. Definitions

“We/us” means Novitas Underwriting Agency plc t/as Pilgrim Insurance Services of Devonshire House, Manor Way, Borehamwood, Hertfordshire, WD6 1QQ.

Telephone: 0845 230 4243 Facsimile: 020 8905 2222

Email: sales@novitas.co.uk

Pilgrim Insurance Services is a trading name of Novitas Underwriting Agency plc.

2. Status

Pilgrim Insurance Services are an independent insurance intermediary acting on your behalf.

Novitas Underwriting Agency plc (including the trading name of Pilgrim Insurance Services) is authorised and regulated by the Financial Services Authority.

Our permitted business is the advising on, selling and administration of general insurance products.

We will advise you should you have to deal directly with the Insurer for ongoing policy administration and/or for claim handling.

For certain classes of insurance we deal with only a limited panel of Underwriters and we will advise you should this be the case.

As part of our service we offer to assist you with any claim you may need to make including, and subject to payment of the appropriate premium, the recovery of any uninsured losses (ULR) you may incur. For ULR, and vehicle breakdown, cover we deal exclusively with General Legal Protection Limited who we have selected as offering an excellent level of service combined with a broad and range of and value for money products.

3. Quotations

Quotations are based on the information what you supply to us and are generally only valid in the calendar month in which they are given, unless we advise otherwise. In any event, a quotation will not be valid for more than 30 days from the date the quotation is originally obtained.

Certain on line quotations are only valid until midnight on the date the quotation is obtained.

We reserve the right to withdraw a quotation where the Insurer has altered their premium and/or terms for the insurance since the quotation was given, or the insurer withdraws a product or there is a change in any of the information previously supplied.

We will ensure that, when we offer you a quotation, you are provided with clear information about the insurance. Please take time to read any written quotation carefully and, in particular, pay close attention to the requirements of a garaging warranty (if applicable) or the use of a secondary security device.

4. Payment and Credit Agreements

We accept payment by cash, cheque, bankers draft, postal orders and most cards displaying the Mastercard, Visa, Solo or Switch symbols. Where your insurance is not paid in full, you must make sure that you abide by the terms of any credit agreement offered by us to ensure that your insurance remains valid. In particular, where payment is made by instalments, you must ensure that you have adequate funds to meet the instalment(s) which is/are due and on the due date(s).

If you fail to meet the requirements of any credit agreement or fail to supply any information or documents which are required to complete your insurance arrangements we, or the insurer, may cancel your insurance by sending you notice by post to the last known address you have provided to us. After the period of notice specified, all cover will then cease.

If your policy relates to motor insurance, you are reminded that it is an offence to use, keep, or allow a vehicle to be used on the Public Highway without adequate insurance cover being in force. We are unable to reinstate cover once the policy has been cancelled.

No refund of premium will be granted where the policy has been cancelled due to a default in premium and any subsequent policy that we arrange for you may result in any instalment terms being declined.

Most insurance policies do not provide a refund in premium following cancellation where there has been a claim intimated under the policy. In such cases, where the premium has not been paid in full, you must pay all outstanding premiums immediately. Failure to do so may result in the insurer refusing to grant indemnity under the policy.

We reserve the right to take all necessary steps to recover any monies that are due to us. This includes, but is not limited to, debt collection agencies and/or legal/court proceedings. Where we take such action, we shall also include any costs incurred in debt recovery together with any interest due.

5. Disclosure of Information

It is important that you understand that any information, statements or answers made by you to us or your insurer are your responsibility and must be correct. The Insurer relies on this information in setting the premium and accepting the contract.

Your attention is particularly drawn to the importance of the declaration and signature on any Insurers' proposal form or statement of facts as any failure to disclose facts material to the insurance or any inaccuracies in your answers may invalidate your insurance cover in part or in whole. Facts material to the insurance are matters or information which may influence your Insurer as to the acceptability or otherwise of your proposal or renewal and must be disclosed at the earliest opportunity and certainly at each renewal.

If you are in any doubt as to what facts are considered to be material to your insurance, you must disclose them. We will be happy to assist you if required.

You are advised to keep copies of documentation sent to or received from us for your own protection.

6. Awareness of policy terms

When a policy is issued you are strongly advised to read it carefully, as it is this document, the schedule and any certificate of insurance that is the basis of the contract you have purchased. If you are in doubt over the policy terms and conditions, please seek our advice promptly.

7. Data Protection

We undertake to keep any information that you provide to us confidential. We will not make it available to any other persons other than where necessary to arrange your insurance and deal with any claims made such as insurance companies, their staff and/or their agents or where we are required to do so by any legal, statutory or regulatory body, such as the Police Authorities.

Under the Data Protection Act 1988 you have the right to see personal information about you that we hold on our records and this will be made available to you for a nominal charge (see section Charges).

Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Limited and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims.

Motor insurance details are added to the Motor Insurance Database run by the Motor Insurers Information Centre which has been formed to help identify uninsured drivers and may be searched by the Police to help confirm who is insured to drive. In the event of an accident the database

may be used by Insurers and the Motor Insurers Bureau to identify relevant policy information.

To preserve your confidentiality, we may ask you to provide us with formal written authority to deal with any other person who you may ask to contact us in respect of your insurance such as a friend or family member, prior to us dealing with them.

8. Contacting you/Marketing

It is important that your insurance is arranged on the correct basis as we may contact you by telephone, fax, letter or email to deal with any matters arising in connection with this.

We may use the information supplied by you to inform you about other products and services which may be of interest to you. Your information may also be used for these purposes after your insurance has lapsed. If you do not wish your information to be used for this purpose, please write to us advising of same.

9. Charges

We reserve the right to make the following charges in addition to any insurance premiums and taxes, for the arranging, amendment, renewal and cancellation of any policy of insurance.

- a. Policy Fee – a policy fee may apply where our commission is low or where we are offering a net rated product. Any policy fee will be clearly identified to you.
- b. Mid Term Adjustment – (e.g. change of vehicle, address, occupation, drivers etc.) £17.50
- c. Policy cancellation - £17.50 (please also see note 9.1 below)
- d. Replacement of a lost or missing certificate/cover note for any reason £17.50
- e. Duplicate no claims discount proof - £17.50
- f. Represented Payment – a separate charge of £17.50 will apply for each and every time payment is represented by the Bank for whatever reason.
- g. Dishonoured Payment - £30 if payment is returned to the Bank for whatever reason
- h. Faxing of documents - £4.00 per transmission to a UK land line number. We regret that we do not fax documents overseas
- i. Recorded Delivery/Special Delivery Postage - £17.50 for each and every letter
- j. Instalment Charges – Instalment charges may vary dependent on the type of contract and policy type. Any instalment charges will be clearly identified to you.

- k. Data Protection Act – A nominal charge of £10.00 will apply if we provide you with data held by us under the provisions of the Act.
- l. Ad Hoc Charges – In certain cases, where the nature of work to be undertaken by us is of a complicated or unusual nature, we may agree a fee for the work required with you in advance of commencement.

9.1 Policy Cancellation

In the event that your policy is cancelled, we will not refund any commission or charges which has been earned by us in the arrangement, renewal and administration of your policy. No return of premium will be granted following the cancellation of the policy in respect of legal expenses or motor rescue products. Where your policy is payable by instalments, no return of instalment charges will be granted.

10. Documents

We reserve the right to collect full payment before commencement, renewal or amendment of a policy and the right to retain certificates or other policy documents at our offices until all payments due under the policy have been made.

Any agreed facilities for payment of premiums by instalment through us will be the subject of a written agreement, which will include authority to retain certificates of insurance or other policy documents until all payments have been received.

By accepting this agreement, you agree that delivery of the certificate(s) of insurance to us shall constitute delivery to yourself in accordance with statute law. Should we withhold any documents we will ensure that you receive full details of your insurance cover.

11. Claims Procedures

If you have occasion to claim on your policy you must notify us immediately. We will, where appropriate, despatch a claim form to you for completion or put you in contact directly with the Insurer to report the incident. You should not admit liability nor agree to any course of action, other than emergency measures carried out to minimise loss, until you have agreement from the Insurer.

12. Policy Cancellation

We will only accept written instructions from the Policyholder to cancel the policy. You must return to us the certificate of motor insurance and/or any current temporary cover note(s) which have been issued. Please note that Underwriters will only cancel the policy on the date of surrender of the temporary cover note/certificate delivered to them.

13. Complaints Procedure

Our intention is to provide you with a high level of customer service at all times. Similarly, we expect our Clients to conduct themselves in a professional manner and provide us with clear and concise instructions.

If you have cause to feel unhappy with us in anyway please contact, in the first instance, the office manager either orally or in writing. Your complaint will be acknowledged within 5 business days advising you who is dealing with the complaint and indicating when you may expect an answer. We will provide a formal written response within 20 business days from receipt of the original complaint.

If a complaint cannot be resolved within this time scale we will write with an explanation as to the progress and the likely time scale involved. You will be advised of any further redress available to you, should you believe the matter has not been resolved to your satisfaction.

Your Insurer also operates a complaint procedure details of which are in the policy.

14. Advice

We will advise and make a recommendation for you after we have assessed your needs for insurance.

15. Transfer of Business

We reserve the right to ask you to transfer your business to another intermediary at the expiry/termination date of your policy. In such cases, you will immediately settle all outstanding premiums that are due to us and/or the Insurer.

We are under no obligation to accept your business again and any further requests for cover (even on-line) may be refused.

16. Call Recording

Telephone calls to the office may be recorded to ensure a high and consistent level of service and for your own security. Calls may be monitored by supervisors for training purposes.

17. Note

Your acceptance of these Terms of Business does not affect your normal legal rights.

18. Renewal Transfer

Prior to the end of any contract period/renewal date, you will be advised on what terms a policy for a further period will be offered by the Insurer of the current policy, or, if the policy is no longer offered, we will advise the terms of any policy offered by another Insurer.

Unless you advise us to the contrary, this clause represents your prior request for us to provide such a policy. You have the option to revoke the operation of this prior request by advising us accordingly.

19. Client Assets

Any monies paid to us, or return of premium due to you, will be held by us as agent of the insurance undertaking in a separate UK bank account designated for this purpose.