

Our Terms of Business

Contents

| | |
|---|---|
| Introduction | 2 |
| Who regulates us? | 2 |
| Whose products do we offer? | 2 |
| Which service will we provide you with? | 3 |
| Your obligations | 3 |
| How we hold your policy premiums | 3 |
| What will you have to pay us for our services? | 4 |
| Managing your policy | 4 |
| Which laws apply to this contract and where you may bring legal proceedings | 5 |
| Cooling off period | 5 |
| Cancellation of optional cover / services | 5 |
| Cancellation of motor insurance | 5 |
| Consent to Auto Renewal | 6 |
| What to do if you have a complaint | 6 |
| Are we covered by the Financial Services Compensation Scheme (FSCS)? | 7 |
| Data Protection | 7 |
| Motor insurance database | 8 |
| Fraudulent claim detection and prevention | 8 |
| Documents | 9 |
| Credit searches | 9 |
| Conflicts of interest | 9 |

Introduction

The purpose of this document is to describe our professional relationship and the services we will provide to you. It also sets out the terms on which we act for you, including our regulatory and statutory obligations and your own responsibilities.

Who regulates us?

snnug Insurance Services is a brand name of KGM Underwriting Services Limited. KGM Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority, FCA Firm Reference Number 799643. You can check this on the Financial Services Register by visiting their website at <https://register.fca.org.uk> Registered in England & Wales, No: 10581020.

Registered Office: 2nd Floor St James House,
27-43 Eastern Road, Romford, Essex, RM1 3NH

Whose products do we offer?

| | |
|--|---|
| Motor insurance | snnug Insurance is provided by snnug Insurance Services who are brand name of KGM Underwriting Services Limited. KGM Underwriting Services Limited arranges and administer policies underwritten by Canopus Managing Agents Ltd. |
| Optional Additional Covers <ul style="list-style-type: none">• Breakdown Cover• Legal Cover• Excess Protect Cover• Key Cover• Total Loss Cover• 21 Day Van Hire | We only offer products from single insurers/providers <ul style="list-style-type: none">• Breakdown Cover provided by RAC Motoring Services and/or RAC Insurance Ltd• Legal Cover underwritten by Financial & Legal Insurance Co Ltd• Excess Protect Cover underwritten by AWP P&C SA• Key Cover underwritten by Inter Partner Assistance SA• Total Loss Cover underwritten by Ageas• 21 Day Van Hire provided by Enterprise |

Which service will we provide you with?

The services we may provide you with include:

- Explaining the main features of the insurance policies & services to you
- We will offer Premium Finance facilities through Close Brothers finance
- Arranging insurance cover to meet your requirements based on the information you have provided to us
- Helping you with any subsequent changes to your insurance cover you wish to make
- Notifying any claim you make under your policy with the insurer
- For our joint protection we may record telephone calls.

Any information we provide to you does not constitute advice or a personal recommendation and you agree to make your own choice about the insurance cover and whether to purchase the insurance policy.

Your obligations

It's important that you take reasonable care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If you carelessly provide to us, or the insurer, false or misleading information it could adversely affect your policy and any claim. If you deliberately or recklessly provide false or misleading information the insurer may be entitled to treat your policy as if it never existed, decline all claims and take further legal action against you.

You must also tell us, as soon as possible, about any change in circumstances as this could affect your insurance cover. Examples of the type of circumstances you need to tell us about can be found in your policy wording.

How we hold your policy premiums

We act as agents for the insurer for the collection and refund of premiums. This means that premiums are treated as being received by the insurer when cleared funds are received by us from you, and that any premium refund is treated as received by you only when it is actually paid over to you by us.

You must pay the premium for your insurance by the date specified to you in your quotation for your insurance to be in force.

Your debit/credit card information will be replaced by a secure token so we can use the same card to take payments for automatic renewals and to pay or refund other premiums that may become due upon changes to the policy.

What will you have to pay us for our services?

We charge fees to cover the costs involved in setting up, servicing and cancelling your policy. The list of fees shown are current at the time of publishing, but we reserve the right to vary them if necessary. If you purchase a product via our website, you will be notified of fees prior to your purchase.

- Arrangement of new policies and renewals: £25 (non-refundable upon policy cancellation)
- Policy alterations: £30
- Policy cancellation after 14 day cooling off period: £50 fee in addition to a pro rata "Time on Risk" charge that is applicable
- Cancellation within the 14 day cooling off period: £50 fee in addition to a Pro Rata "Time on Risk" charge that will be applied if the policy has been cancelled after its been set up.

We will offer Premium Finance facilities through Close Brothers finance. Where the premium finance option is taken up, we will receive a commission which is a percentage of the total premium financed.

When payment is made using the premium finance option a minimum deposit of 20% will be required followed by 9 instalments at inception, this changes to 10 instalments from renewal.

If you make a claim and your policy is paid by monthly instalments you must still pay the full annual premium due under the credit agreement. If your vehicle is uneconomical to repair, we will offer you the option of us deducting the remaining balance due from any claims amount payable to you, or you may make a full payment of any amount outstanding.

Important – Please note, at the end of your policy term, we will use the card you originally provided us with to automatically renew your cover, unless you tell us to use an alternative card or payment method, or not to renew.

Managing your policy

You must notify us immediately of any changes to your policy. Failure to do so could invalidate your policy.

These can include but are not restricted to:

- Changing your vehicle
- Change in work place or study
- Changing your address
- Change of occupation
- Modifications to your vehicle
- Change in use of the vehicle
- Changes to your cover
- Adding or removing additional drivers

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- Endorsements received by all drivers covered under the policy
- Convictions (including any pending convictions or fixed penalty offences), accidents or DVLA-notifiable health issues relating to all drivers

Which laws apply to this contract and where you may bring legal proceedings

This contract is subject to English law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

Cooling off period

You have the right to cancel any insurance policy that you buy from us. If you wish to cancel your insurance contact us on **0800 032 5638**, within 14 days of the date you received your policy documentation.

Cancellation of optional cover /services

Normally, Legal Expenses Insurance, Key Cover, Breakdown Cover, Excess Protect, Total Loss are purchased as separate contracts that run concurrently with your motor policy.

A full refund of premium will be allowed on all optional cover/services purchased if cancelled within the 14 day cooling off period. If cancelled after the cooling off period no return premium will be allowed against any optional cover/service, with the exception of Breakdown Cover, where a pro rata return of premium will be allowed unless the service has been used.

Please note, wherever a claim has been made, or service used, against any optional cover/service no return of premium will be allowed upon cancellation either within or after the 14 day cooling off period.

Cancellation of motor insurance

If the policy is cancelled within the cooling off period, a pro rata "Time on Risk" charge will be made. In addition the £50 cancellation admin fee will be deducted and the new policy arrangement fee will not be refunded.

Where the policy is cancelled after the cooling off period, a pro rata "Time on Risk" charge will be made, and our £50 cancellation fee will be deducted from any refund due. We will refund any return premium due as soon as possible.

If you have elected to pay your premiums by credit through Close Brothers any refund due will be credited to any outstanding instalments. If the refund credited to your finance agreement is insufficient to clear any outstanding amount, you will still be required to clear the remaining debt either in full or on any remaining instalments.

Consent to Auto Renewal

When your policy falls due for renewal, we may offer renewal terms. We will write to you around 3 weeks before your renewal date with your renewal premium and terms or confirm that we are not offering renewal. Where we invite renewal, for your protection, we will automatically:

- Use the card you originally provided us to pay the premium in full to renew your cover, unless you tell us to use an alternative card or payment method, or not to renew.
- Where your policy is paid in monthly instalments, your policy will be renewed via the existing credit agreement. Your credit provider will detail ongoing instalment payments ahead of the renewal date. You have the right to cancel the agreement at any time and if you do not wish to renew your policy please notify us before your renewal date.

If you decide not to renew your policy, or you would like to change your payment method, simply call us on **0800 032 5638** as soon as you receive your renewal quote before your policy renewal date, and we will ensure no further payments are taken.

What to do if you have a complaint

If you wish to make a policy or service complaint, in the first instance, please contact us on the number below. They will aim to resolve your complaint on the same day. Alternatively, you can write or email us at the addresses below:

By phone **0800 032 5638.**

By Email complaints@snnug.co.uk

By post
Complaints
snnug Insurance
Shurdington Road
Cheltenham Spa
Gloucestershire
GL51 4UE

In the event that you remain dissatisfied, you can refer your complaint to: Complaints Team, Lloyd's, One Lime Street, London, EC3M 7HA. Tel: **0207 327 5693**

If your complaint is not resolved to your satisfaction you have the right to ask the Financial Ombudsman Service to review your case. Contacting the Ombudsman will not affect your rights to take legal action against us.

The Financial Ombudsman Service will deal with your complaint provided that you belong to one of the following categories at the time of your complaint:

- Consumer (private individual)
- Micro-enterprise (an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £2 million.)

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- a business or charity with a group turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million
- Your claim will be investigated free of charge to you.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. This depends on the type of insurance and the circumstances of the claim.

Further information is available at fscs.org.uk or by contacting the FSCS directly on **0800 678 1100**.

Data protection

snnug Insurance is committed to being transparent about how we handle your data and protect your privacy. Full details can be found within our privacy policy which you can find at <https://snnug.co.uk>.

Our files are confidential. Unless you permit us, we will not share information on your insurance with anyone other than you and your legal representatives, the insurer to whom you apply for insurance or any party as may be required for the proper performance of our or your insurers service to you, unless we are required to do so in order to meet our legal obligations under Statute. Personal information, including information of a sensitive nature, provided by clients may be retained on manual and/or computer records, and/or other means and other than above, will not be disclosed to third parties. You are entitled to a copy of all information held on file about you and if it is incorrect, you have the right to have the data corrected. We will normally keep client records for at least six years after your most recent insurance policy has expired.

We are registered with the Information Commissioner as Data Controller and Processor. Details of the Data Protection Act can be viewed on the Information Commissioner's website at <https://ico.org.uk/>

You may request a copy of the personal data which we hold on you or raise any queries about the data we hold about you by writing to:

Data Protection Officer
KGMUS
2 Des Roches Square
Witney,
OX28 4LE

Disclosure

You must tell us all material facts as soon as possible. A material fact is something that may affect an insurer's decision to issue a policy or to continue cover. If you are unsure whether a fact is material, please tell us anyway. For vehicles, you must tell us all material facts relating to anyone who is to drive the vehicle, all losses whether

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claimed or not. If you are unsure about what you need to disclose, please contact us.

We cannot maintain a permanent record of all material facts disclosed to us and it is your responsibility to:

- re-disclose all material facts when asked to ensure that all statements made to insurers, whether in the proposal (application) form or elsewhere are correct
- Ensure that all statements made to insurers, whether in the proposal (application) form or elsewhere, are correct
- ensure the accuracy of information supplied

Motor insurance database

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
- The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.
- If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

Fraudulent claim detection and prevention

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register operated by the Motor Insurance Bureau. The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these registers.

Under the conditions of your insurance policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

In order to prevent and detect fraud, we may at any time:

- Share information about you with other organisations including the police
- Conduct searches about you using publicly available databases
- Undertake credit searches
- Check and/or share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

snnug Insurance and other organisations may access and use this information 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 and tracing beneficiaries
- Checking details on proposal and claims for all types of insurance
- Checking details of job applicants and employees

The information recorded by fraud prevention agencies may be stored in other countries and used by the Insurer and other organisations from these countries.

Please contact us by email to customerservices@snnug.co.uk if you want to receive details of the relevant fraud prevention agencies.

Documents

If you have received your documents electronically, we will be pleased to provide paper copies on request and at no additional charge.

Credit searches

Certain insurers do external data searches prior to calculating a premium or inviting renewal. This will include a credit check, which will appear on your credit history whether you proceed or not.

Conflicts of interest

Occasions may arise where we or one of our other clients have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment.