



Terms of Business

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# Our Terms of Business

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## 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. Details of your Insurer will be shown in your policy wording.
Optional Additional Covers <ul style="list-style-type: none"><li>• Breakdown Cover</li><li>• Legal Cover</li></ul>	We only offer products from single insurers/providers <ul style="list-style-type: none"><li>• Breakdown Cover provided by RAC Motoring Services and/or RAC Insurance Ltd</li><li>• Legal Cover underwritten by ARAG plc</li></ul>

## **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. If you prefer we do not retain your payment information as stated please contact our Customer Service Team to request this information is deleted.

## **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 14 day cooling off period: £50.00 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
- 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 Key Cover and Breakdown Cover 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:

### Annual -

- For your protection your policy is set to automatically renew using the card details supplied at policy inception. If you wish to stop this payment being requested, change payment method or use a different card, please contact us in good time prior to the renewal date. If we do not hear from you the payment will be requested. If the payment is declined for any reason please note your policy will lapse with effect from the renewal date and no cover will be in force after that date.

### Monthly -

If you have elected to pay the cost of your policy in monthly instalments, your policy will be renewed via the existing credit agreement. The credit provider will contact you with the full cost of your insurance policy and the amount of instalment payments under the terms of your credit agreement including any interest payable.

- 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](mailto:complaints@snnug.co.uk)

By post  
Complaints  
snnug Insurance  
59 Eastgate Street  
Gloucester  
GL1 1PN

We will attempt to resolve your complaint as soon as possible within 3 days, however if this is not possible we will get in touch and advise you of next steps.

If we are unable to resolve your complaint or you are dissatisfied with our decision you may have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0800 023 4567 or 0300 123 9 123; e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

Further details will be provided at the appropriate stage of the complaint process.

This procedure is without prejudice to your rights to take legal proceedings.



## **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](https://fscs.org.uk) or by contacting the FSCS directly on **0800 678 1100**.

## **Data protection**

snnug Insurance Services 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**  
**DUAL Group**  
**One Creechurch Place**  
**London**  
**EC3A 5AF**

## 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 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](http://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 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](mailto: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.

snnug Insurance is provided by snnug Insurance Services, a trading name of KGM Underwriting Services Limited. KGM Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority, FCA Firm Reference Number 799643