



TERMS OF BUSINESS

This Terms of Business Agreement ('Agreement') is effective from the 7th of November 2023. It sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. **Please read it carefully.**

Please contact us immediately if there is anything in this Agreement which you do not understand or with which you disagree.

About us

Getcover.com is a trading name of Newpoint Insurance Brokers Limited and is an insurance broker authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Our Financial Services Register number is 309576. You can check this information on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

Who do we act for?

We act as the agent of the insurers in our dealings with you.

Your agreement to these Terms of Business

In seeking insurance through us, you agree to the Terms of Business Agreement. This does not affect your normal statutory rights.

About our Service

We are committed to treating you fairly in all our dealings with you now and in the future. You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

About the Products we Offer

We offer Travel Insurance and Flight Delay Insurance.

We also offer a number of additional cover options, including:

- Winter Sport Cover
- Cruise Cover

Important Information

It is your responsibility to ensure that you provide us with complete and accurate information when arranging your insurance, during the life of your policy and at the time of renewal. Please take care to answer all of the questions honestly and to the best of your knowledge. If you do not, your policy may be cancelled, or treated as if it never existed, or your claim rejected or not paid in full.

When a policy and related documents are issued, you are strongly advised to read them carefully as they form the basis of the cover you have purchased.

If you are in doubt over any of the policy terms or conditions, please contact us and we will be happy to explain and clarify any points for you.

We are acting on a 'non-advised' basis which means that we have provided you with information about the significant features, benefits, limitations and exclusions of the policy and have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs.



It is your responsibility to ensure that the policy is suitable for you. The product meets the demands and needs of those who wish to be insured for specific risks whilst travelling, including overseas medical expenses,

of those who wish to be insured for specific risks whilst travelling, including overseas medical expenses, cancellation cover and personal possessions cover. This statement is in addition to our terms and conditions of your policy.

To contact a member of the Customer Service team for clarity or to make changes, please call

Insurer Security

Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter.

A liability for the premium, whether in full or pro-rata, may arise under policies where a participating insurer becomes insolvent.

Our remuneration

Unless we tell you otherwise before you take out or renew an insurance policy with us, we are remunerated for our services in the form of commission from the insurer, which is a percentage of the total premium payable. The total commission on a policy would never exceed 50% of Gross Premium minus Insurance Premium Tax.

Our entitlement to commission, where this forms part of or all our remuneration, arises as soon as you give us instructions to take out or renew a particular policy.

For each policy, including any subsequent renewal, you have a right to request further information about the remuneration we receive as a result of placing your insurance business.

Protecting Your Data

We collect and maintain personal information to allow our insurers to underwrite and administer the policies that we issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep your information longer than necessary. Your information will be protected from accidental or unauthorised disclosure. We will only reveal your information if it is allowed by law, authorised by you, to prevent fraud or in order that we can liaise with our agents in the administration of this policy.

Insurers share information with each other to aid the prevention of fraudulent claims. In the event of a claim information is placed on industry registers for analysis. Under the Data Protection Act you have the right of access to your personal records held on our files and we will provide this information should you request it via a subject access request form.

For further information about your rights and how we process/handle your data, please read the Privacy Policy at <https://www.getcover.com/PrivacyPolicy>

To provide better customer service, your calls may be recorded and monitored for quality and compliance purposes.

You should show your summary of cover to anyone insured under the policy. We will only deal with the organiser of the policy with regard to travel insurance, unless we have express permission from the organiser to deal with other parties.



Your Cancellation Rights

You have the right to cancel new or renewed policies within 14 days of purchase or from the date you receive your documents, whichever is later. If the policy is cancelled within 14 days, you will receive a full premium refund provided you have not travelled, made or intend to make a claim. Full details are provided in your policy summary. This right is in addition to any other cancellation rights consumers have after expiry of the 14-day period. Not applicable if already travelled, made a claim or intend to make a claim.

If notice of cancellation is received outside of the 14 day cooling off period, no premium will be refunded. However discretion may be exercised in exceptional circumstances.

Charges

We do not apply any administration fees on the sale, cancellation or any midterm adjustments of policies purchased directly on the Getcover.com website.

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We accept payments by card through our payment provider.

Settlement terms

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers.

We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

Renewal

Where Getcover.com has arranged a renewable policy on your behalf, the replacement of that policy will not automatically be renewed. We will make every effort to contact you prior to renewal to obtain your instructions but if, for whatever reason, we do not receive your instructions by your renewal date we will not renew your policy and we will not be held liable for any loss you may suffer if you fail to provide the necessary instructions in sufficient time before renewal.

Handling client and insurer money

We act as an agent for the insurers for the collection of premiums and payment of premiums. Your money is held in an Insurer Trust Account, which is managed in accordance with the FCA statutory trust rules.

This means that premiums are treated as being received by the insurer when received in our bank account and any premium refund is treated as received by you when it is actually paid over to you.

Confidentiality

All information provided by our customers is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as loss adjusters and approved contractors.



With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information to any other party without your consent.

Details of how we use personal data will be provided to you separately in a privacy notice.

Quotations

Unless stated otherwise in our documentation, all quotations provided for new insurances are valid only for a period of 30 days from the date of issue.

You should be aware that quotations may change or be withdrawn if your risk profile changes between the time that the quotation was given and your instructions to proceed with cover are received.

Changes to your cover

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.

Receipt of instructions

We do not consider instructions to arrange or change cover which are sent to us by post, electronic mail/messaging services or facsimile, or left on voicemail, to have been received until they reach the relevant personnel in our offices.

We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

Documentation

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event that clarification is required, we would ask you to let us know immediately.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately. You are entitled to receive all copies of correspondence and documentation free of charge upon request.

All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim if compliance with that condition would have reduced the risk of the loss which actually occurred. Breach of a warranty may suspend the insurer's liability to pay any claims directly related to such breach, until such time that the breach has been remedied.

We recommend that you keep policy documents for as long as a claim is possible under the policy.



Transferred business

If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection.

We would ask you to contact us without delay should any aspect of a policy, which has been transferred to us, cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

Making a claim

Please consult your policy documentation for contact details for the claims handlers of your policy.

Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them. You will be advised if you need to complete a claim form or produce documentation to support your claim.

In certain circumstances late notification may result in your claim being rejected.

If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until your insurers or we advise that you can.

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident, without prior reference to your insurers or us, may prejudice your cover.

You should be aware that a claim arising after renewal of the policy has been invited, may affect the assessment and acceptance of renewal by your insurers.

Changes to Your Underwriter

We reserve the right to engage a new insurance provider for part or all of your policy in the future. Should this happen, we will write to inform you of the change, providing details of your new provider as well as any amendments to your policy.

Through the purchase or renewal of your policy you consent to the potential transfer of your cover and any personal data held about you being shared with an alternative insurance provider.

If at any point you wish to withdraw your consent to this, please call

Complaints

Whilst we always endeavour to provide a great service, sometimes things don't go as expected, and you may feel as if we haven't done what you would have hoped for. We want to know how we can put things right.

If you do have reason to complain it is our policy to acknowledge the complaint by the end of third working day following receipt of complaint. You will receive either our written response or an explanation as to why we are not in a position to provide one within eight weeks of receipt of your complaint.



FOR COMPLAINTS ABOUT THE SALE OF THE POLICY PLEASE CONTACT:-

Getcover.com, 7th floor, 17 Bevis Marks, London, EC3A 7LN
Phone: 01689 892 228
Email: complaints@getcover.com
When you contact Getcover.com please quote your policy schedule number.

FOR COMPLAINTS ABOUT HOW AN ASSISTANCE CASE HAS BEEN HANDLED

Quality Assurance Team,
IMG Global Response,
Fitzalan Court,
3rd Floor Fitzalan House,
Cardiff
CF24 0EL
Email: qualityassurance@imglobal.com
Telephone: 0330 094 6550

FOR COMPLAINTS ABOUT HOW A REACTIVE CLAIMS CASE HAS BEEN HANDLED YOU SHOULD CONTACT:

Reactive Claims Limited, PO Box 353
ALTON
GU34 9LE
Email: Complaints@reactiveclaims.com
Telephone: 0331 630 5032

If you are not happy with the response you have the right to ask the Financial Ombudsman Service (FOS) to review your complaint.

Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square, London, E14 9SR
Phone: 0800 023 4567

Please note that if you refer your complaint to the FOS you must have approached us first and received our final response. You must approach the FOS within 6 months of receiving our final response.

COMPENSATION

Financial Services Compensations Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event we cannot meet our liabilities to you, you may be able to claim money from the Financial Services Compensation Scheme. Your rights will depend on the type of the policy you have bought and the events surrounding your claim. Further information about the scheme can be obtained from the Financial Services Compensation Scheme at:



Tel. 08006781100 or 02077414100

Email: enquires@fscs.org.uk

www.fscs.org.uk

Cancellation of policies

If you wish to cancel your policy you must contact us within 14 days of the purchase of your policy for a refund of your premium. You will be only entitled to a full refund of your policy if you have not travelled, no claims have been made and no incidents have occurred that may give rise to a claim. Should you decide to cancel after the 14 day cooling-off period no refund will be given. We may cancel this policy if at any time you have not paid your premium or if there is reasonable evidence that you misled us or attempted to do so. We will write and tell you at your last known address if we cancel your policy or email you at your last known email address if your policy was taken out online.

Limitation of liability

Unless otherwise agreed in writing between us, our liability to you in connection with the provision of services is limited to a total of £2,000,000. Furthermore, we will only accept liability for wrongdoings which are due to breach of contract, negligence, breach of professional duty or breach of trust.

We do not accept liability for losses which: are contributed to by your own negligence; arise from your failure to provide information which we have reasonably requested about your insurance risks; or which are not a reasonably foreseeable consequence of our actions.

Notwithstanding the above, we place no restriction on our liability to you for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or a breach of our statutory or regulatory obligations.

Law and jurisdiction

This Agreement shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with this Agreement we both irrevocably submit to the exclusive jurisdiction of the English courts.

YOU ARE DEEMED TO HAVE ACCEPTED THIS AGREEMENT AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN SEVEN DAYS OF RECEIPT.