

TERMS OF BUSINESS

This Terms of Business Agreement ('Agreement') is effective from 22nd of August 2022. 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 insurer in our dealings with you.

DO WE MAKE PERSONAL PRODUCT RECOMMENDATIONS?

Unless we tell you otherwise before you take out or renew a policy with us, our service does not include making a personal recommendation about the insurance products we offer.

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.

RISK INFORMATION

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

If you are a commercial customer, or someone buying insurance mainly for purposes related to your trade, business or profession, unless we advise you otherwise, you have a duty to give a 'fair presentation' of the risk to insurers. This means that you must clearly disclose every material circumstance which you, your senior management or persons responsible for arranging your



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insurance, know or ought to know following a reasonable search, before your cover is placed, when it is renewed and at any time that it is varied. Your policy wording may also stipulate that this duty continues throughout the period of insurance cover. A material circumstance is one that may influence an insurer's judgement over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material you are advised to disclose it. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable, and in some cases your cover could be invalidated which would mean that a claim would not be paid.

You are advised to keep copies of any correspondence you send to us or direct to your insurers.

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.

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.

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.

METHODS OF PAYMENT

We accept payments by card through our payment provider Stripe.

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 collect and hold money as agent of the insurer.



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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. All policy documentation is stored in the my account section of the website. 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



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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. If your policy includes Employers' Liability insurance, it is prudent to keep a copy of all Employers' Liability Certificates issued.

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.

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
THE COMPLIANCE OFFICER**

Getcover.com, 7th floor, 17 Bevis Marks, London, EC3A 7LN

Phone: 01689 892 228

Email: compliance@getcover.com

When you contact Getcover.com please quote your policy schedule number.

FOR COMPLAINTS ABOUT HOW AN ASSISTANCE CASE OR CLAIM HAS BEEN HANDLED

IMG Global Response, Fitzalan Court, 3rd Floor Fitzalan House, Cardiff, CF24 0EL

Phone: 0330 094 6550

Email: qualityassurance@imglobal.com

FOR ALL COMPLAINTS

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

Email: complaint.info@financial-ombudsman.org.uk

Website:- <https://www.financial-ombudsman.org.uk/>

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.

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligations. This depends on the type of business, and circumstances of the claim. Insurance arranging is covered for 90% of the claim, without any upper limit. Further information can be obtained by the Financial Services Compensation Scheme by visiting www.fscs.org.uk.

If you purchased a policy online and are unhappy with the product or the service you received, you can also use the European Commission's Online Dispute Resolution service to make a complaint at <http://ec.europa.eu/consumers/odr/>. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider, we expect that this will be the Financial Ombudsman Service.



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COMPENSATION

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of insurance transacted and the circumstances of your claim for compensation.

Further details about compensation scheme arrangements are available from the FSCS.

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.