

This Terms of Business agreement sets out the terms on which Ripe Insurance Services Limited agrees to act. It also identifies Your own responsibilities both to Us and to insurers and it sets out Our regulatory and statutory obligations. Please contact Us immediately if there is anything in these Terms of Business that You disagree with or do not understand.

## DEFINITIONS

“We”, “Us”, “Our” or “Ripe” means Ripe Insurance Services Limited, whose trading names include: Cycleplan; Fishing Care; Golf Care; Gunplan; Insure4Boats; Insure4Drones; Insure4Music; Insure4Sport and Ripe Insurance.

“You” and “Your” means the individual person or business or organisation who is a policyholder or potential policyholder.

“Ripe Group” means Ripe Insurance Services Limited together with its parent company, subsidiaries and all other companies under the control by its ultimate parent company.

## ABOUT US

Ripe Insurance Services Limited of The Royals, Altrincham Road, Manchester M22 4BJ is authorised and regulated by the Financial Conduct Authority for Insurance Mediation Only. Our company’s Registration Number is 313411. We are permitted to deal as an agent of insurers and clients with respect to non-investment insurance policies. You can check these details online using the Financial Services Register (accessible from [www.fca.org.uk](http://www.fca.org.uk)) or by contacting the Financial Conduct Authority Helpline on 0800 111 6768, or 0300 500 8082 or +44 207 066 1000 from abroad. We are also authorised by the Financial Conduct Authority for consumer credit broking. You will not receive advice or a recommendation from Us as part of Our service however We may ask some questions to narrow down the selection of products on which We will provide details. You will need to make Your own choice about how to proceed. By asking Us to quote for and arrange insurance, You are providing Your informed agreement to these Terms of Business.

## YOUR DUTY OF DISCLOSURE

**Retail:** You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers You give and statements You make as part of Your insurance application, including at renewal and when an amendment to Your policy is required, should be honest and accurate. If You deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

**Commercial:** If the insurance is arranged wholly or mainly for purposes related to Your trade, business or profession, You have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that You must disclose every material circumstance which You and/or Your senior management and/or anyone responsible for arranging Your insurance knows or ought to know. Alternatively, You must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search. Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search. If You fail to make a fair presentation, the insurer may refuse to pay Your claim or reduce the settlement amount, depending on the circumstances.

## PURCHASES MADE ON BEHALF OF A THIRD PARTY

If You are purchasing a policy on behalf of another person, it is Your responsibility to ensure that the duty of disclosure is met for each of the persons for whom cover is being purchased. It is also Your obligation to ensure that each person on whose behalf insurance has been purchased is aware of the full details of the cover. We are unable to accept responsibility for loss should a claim be rejected due to the non-disclosure of a third party insured. If payment information provided relates to those of the third party and not of the policyholder, the policy will automatically renew against the third party’s payment details unless the policyholder provides alternative payment information.

## DEALING WITH OTHER PEOPLE

To comply with data protection legislation and in connection with servicing Your policy in any way, should You require Us to deal with, communicate to or take instruction from someone else other than the person named on the policy, You must give Us your express permission to deal with the other party and must put this in writing or email. You can withdraw this permission at any time by advising Us in writing or by email.

## RESIDENCY LIMITATION

You and anyone on whose behalf You purchase Our insurance must be a permanent resident of the United Kingdom, unless otherwise agreed.

## POLICY DOCUMENTS

Policy information will be issued in a timely manner. Your policy documentation comprises of an Insurance Schedule and Insurance Booklet that will confirm the basis of cover, give details of the insurer and provide a policy summary.

### Important

If You have provided an email address on application, Your policy documents will be sent to You via email within 24 hours of the policy being created or renewed. If the email has not been received or cannot be located within Your spam folder after this time period, it is Your responsibility to contact Us immediately for this to be resent. If no email address has been provided on application or You have specifically requested for policy documents to be sent via the post, these should be received within 14 days from when the policy was created or renewed. It is Your responsibility to contact Us immediately should policy documents not be received so they can be reissued. If You do not

instruct Us that You have not received Your documents within 14 days of policy creation or renewal, then We will assume that all documents have been received within the timeframes stated and that You agree to the policy Terms and Conditions.

## CHECKING YOUR POLICY DOCUMENTS

When You receive Your documents, please ensure that You read Your insurance policy carefully. In particular You should check the start (from) and end (to) dates, and that the cover chosen is adequate for Your needs. Failure to comply with the Terms and Conditions of the policy may result in cover being restricted or possibly invalid. Please contact Us if You have any questions with regard to Your policy. You are advised that the full terms and conditions of Our policies should be consulted prior to Your completing Your policy purchase and if You have any questions You should make sure these are answered to Your satisfaction. If You have not previously received a copy or read online the Insurance Booklet detailing the full policy Terms and Conditions before You take out Your insurance, You will be provided a copy with Your Insurance Schedule.

## POLICY EXCESSES

Under some sections of the insurance, claims will be subject to an excess. This means that You will be responsible for paying part of the claim, or a specified amount of time will be deducted from the claim settlement calculation. The amount You have to pay is the excess. Some policy types may however allow customers to purchase an excess waiver against specific sections of the policy.

## MID-TERM ADJUSTMENTS

Where You request a mid-term adjustment to the policy any time after the first 14 days of inception or renewal, an administration fee of up to £30 will be payable. No fee will be chargeable for adjustments made within the first 14 days of inception or renewal. Any change in cover which results in an additional premium due, must be paid to Us in full at the time of the amendment along with any administration fee charged in order for the policy change to be operative.

## POLICY RENEWAL

Policyholders will be provided with the renewal terms no less than 14 days before expiry of the policy, or notified that the renewal is not being invited. Your insurance will automatically renew until either You or We cancel it using the payment details provided. If there has been an update to Your credit/debit card, We may automatically attempt to collect payment against the new card details provided by Your bank. No monies will be taken without prior notification to the policyholder.

If original payment was not made by the policyholder but a third party, it is the responsibility of the policyholder to contact the third party to advise that a payment will be taken, or the policyholder to provide alternative payment details before renewal.

If You do not wish to renew Your policy, You must:

- i) inform Us at any time up to **5 days before Your renewal date** in writing, either via a signed letter (post or fax) or by sending an email to prevent automatic collection of Your insurance premium, insurance premium tax and policy arrangement fee;
- ii) inform Us of Your intention not to **renew any time up to and including the renewal date** via a signed letter (post or fax) or by sending an email in which case any collections taken will be refunded in full including full refund of insurance premium, insurance premium tax and policy fees; or
- iii) inform Us of Your intention not to renew **within 14 days after Your renewal date** via signed letter (post or fax) or by sending an email then, subject to no claims or incidents which may give rise to a claim, Your cover will cease on the renewal date and You will be refunded in full.

For policies taken out online or where You have provided an email address, Your renewal terms will be sent to the email address provided. If We have no email address on record, the renewal notification will be sent via post.

## PROMOTIONAL/INTRODUCTORY OFFERS

Offers, discounts or promotions may be offered from time to time and apply to first year customers only unless otherwise stated. They cannot be used in conjunction with any other offer.

Free insurance promotions are not available to previous and existing customers. Only one free insurance promotion per individual and per household is permitted. Any administration fees applied are non-refundable. No further payment will be taken without prior notification. We reserve the right to amend, remove or suspend any non-insurance benefits without prior notice. These benefits are subject to applicable Terms and Conditions.

## HOW TO CANCEL

You may choose to cancel your policy at any time.

If You are not happy with it and choose to cancel Your policy within the first 14 days of inception or within 14 days of the policy renewal date, You will be entitled to a full refund of Your policy insurance premium including any insurance premium tax and policy fees paid, on condition that no claims have been made or are pending. You must send a signed letter of cancellation via post or fax or send an email. If You have spoken to Us to arrange Your policy, We may deduct an administration fee of up to £10 but this charge will not be made if You have arranged Your policy online without speaking to Us.

If any gifts or promotional vouchers have been provided with Your policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must have not been redeemed. This does not affect Your statutory rights.

You may cancel after the 14 days have expired. We may provide you with a refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10. You must send a signed letter of cancellation via post or fax, or send an email.

## PROTECTING YOUR INFORMATION

All personal information about You will be treated as private and confidential (even when You are no longer a customer), except where the disclosure is made at Your request or with Your consent in relation to administering Your insurance including any related credit arrangement, or where We are required by law.

Your information will be held by Us (including all companies within the Ripe Group) in accordance with data protection legislation (including the General Data Protection Regulation from 25th May 2018), under which You have a right of access to see personal information about You that is held in Our records, whether electronically or manually. If You have any queries, please write to the Data Protection Administration at Our address (section "About Us").

We shall collect personal information when You register with Us, contact Us or place an order for Our services. We also collect information when You voluntarily complete insurance forms, customer surveys, provide feedback and participate in competitions. Should You visit Our website We shall also collect website usage information using cookies.

We shall use Your personal information for: a) performing the services which You have requested; b) for delivering any prizes or discounts which You may be entitled to through promotions or competitions run by Us or Our partners; c) for any regulatory or legal purposes imposed on Us (for instance for reporting to the Financial Conduct Authority); d) for informing You about other services and products provided by Us or Our partners which may be of interest to You (where You have provided Your consent); and e) for any other legitimate interest of Ours such as for carrying out credit checks, preventing fraud, maintaining adequate records or for the recovery of unpaid debts.

You have the right at any time to stop Us from contacting You for marketing purposes or giving Your information to companies outside of the Ripe Group. If You no longer wish to be contacted for marketing purposes, please e-mail [dataprotection@ripeinsurance.co.uk](mailto:dataprotection@ripeinsurance.co.uk).

Some or all of the information You supply to Us in connection with Your insurance proposal may be passed to third parties including: a) insurance and other companies for underwriting, claims and premium collection purposes; b) service providers (such as Our partners in order to redeem any promotional offers or for Us to run a promotion); c) credit reference agencies; d) other sub-contractors who may assist Us in providing the services requested from You; and e) to Our partners for marketing purposes (where You have provided Your consent).

We and/or the insurers or credit providers may use publicly available information from a variety of sources, including credit reference agencies and other external organisations, to verify Your identity or creditworthiness to avoid fraud and to obtain beneficial quotes and payment options on Your behalf. Each of these searches may appear on Your credit report whether or not Your application proceeds.

For more information explaining how We use Your information please see Our Privacy Policy ([www.insure4boats.co.uk/privacy-policy](http://www.insure4boats.co.uk/privacy-policy)). By agreeing to these terms and conditions and the Privacy Policy located on Our website, You agree to these uses of Your information.

We use Industry standard encryption technologies when transferring and receiving customer information exchanged with Our web site.

## HOW TO MAKE A CLAIM

Your Insurance Booklet includes a claims procedure, which tells You what steps You should take if You wish to make a claim. You must notify the Claims Department of a claim or circumstance which may give rise to a claim as soon as possible. You will be provided with every assistance in submitting a claim and seeking reimbursement. Full premiums are due before settlement of any claim.

## OUR RIGHT TO SET OFF MONIES YOU OWE US

We, the insurer or claims handler shall be entitled (but not obliged) without notice to You, to set off any amounts due from You against any amounts which We, the insurer or claims handler may receive on Your behalf (such as claims monies, refunded premiums and other sums).

## PROTECTING YOUR MONEY

Prior to Your premium being forwarded to the insurer, and for Your protection, We will hold Your money as an agent of the insurer in which case Your policy is treated as being paid for.

## PAYMENT

### Annual Premium

Premiums for Insurance are payable and due at the time of application. You may make payment by cheque, credit card (all major credit/debit cards except American Express are accepted), or Direct Debit. The insurance purchase will not be concluded until payment has been received unless otherwise agreed. If a payment is to be collected by Direct Debit and We have been notified by Your bank or building society of a failure to make payment to Us, the insurance will be cancelled and You will be notified.

### Monthly Premium using Third Party Instalment Facilities

If You choose to pay for Your insurance premium using our third party finance supplier, Your details will be passed on to them.

Where Your policy is paid via our third party finance supplier and You choose to renew Your cover (or We renew Your cover pursuant to section "Policy Renewal" of this agreement), We will again continue to pass Your details to them.

If any Direct Debit or other payment due in respect of the credit agreement You enter into with Our third party finance supplier to pay premiums is not met when presented for payment, or if You end the agreement with them, or if You do not enter into a credit agreement with them We will be informed of this by them. If You do not make other arrangements with Us or our third party finance supplier to pay Your insurance premiums, You acknowledge and agree that We may instruct on Your behalf any relevant insurer to cancel the insurance.

In assessing Your application for credit, Our third party finance supplier will search the public information that a credit reference agency holds about You. The credit reference agency will add details of the search and Your application to their record about You whether or not Your application proceeds. This and other information about You may be used to make credit decisions about You and undertake checks for the prevention and detection of money laundering.

If Your application for credit is accepted, they will send You a welcome pack detailing their full terms and conditions and commence collection of instalments. A credit agreement will be included for You to sign and return. They may begin collecting Your Direct Debits before You return Your signed credit agreement to pay for any insurance cover You are receiving.

On renewal of Your insurance policy We will continue to pass Your details to them unless You instruct Us otherwise. Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available.

To use our third party finance supplier's facility You must be resident in the UK, aged 18 years or over and hold a bank or building society account which can support Direct Debit payments. Credit is available subject to status.

## REMUNERATION

The Total Premium shown on the schedule includes Insurance Premium Tax (IPT) and administration charges which are negotiated under a separate contract. We make an administration charge per policy to cover the costs of policy arrangement and administration, any promotional products/services, our marketing costs and our regulatory fees and levies. This separate administration charge may vary according to the policy period, policy type, and other variable costs. If you pay your premium by instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements.

## COMPLAINTS

If You have a complaint, please address it to: Complaints Department, Ripe Insurance Services Limited, The Royals, Altrincham Road, Manchester M22 4BJ, telephone +44 (0)161 902 2666 or email: [complaints@ripeinsurance.co.uk](mailto:complaints@ripeinsurance.co.uk).

It may be that You have access to the Financial Ombudsman Service if You are still not satisfied with Our response to Your complaint. For further information on Your eligibility please visit: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or contact Us. All referrals to the Financial Ombudsman must take place within 6 months of the date of Your last correspondence with Us in relation to the complaint. To refer a complaint to the Financial Ombudsman Service then either call +44 (0)300 123 9 123 or visit [www.financial-ombudsman.org.uk/consumer/complaints.htm](http://www.financial-ombudsman.org.uk/consumer/complaints.htm) to download a complaints form.

## COMPENSATION ARRANGEMENTS

We are covered by the Financial Services Compensation Scheme. If We are unable to meet Our financial obligations You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. For this type of insurance 90% of Your claim is covered, without any upper limit. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), and on +44 (0)20 7741 4100, or +44 (0)800 678 1100.

## MONEY LAUNDERING/PROCEEDS OF CRIME

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and We are prohibited from disclosing any such report.

## ADEQUACY OF INSURANCE VALUES

It is the responsibility of the insured to ensure that all sums insured and policy limits are adequate and maintained. Whilst We seek to assist in establishing and maintaining insured values and indemnity limits We cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

## CONFLICTS OF INTEREST

As an insurance intermediary We generally act as Your agent in arranging Your insurance. In certain circumstances We may act for and owe duties of care to insurers and/or other parties. Where We become aware of any actual or potential conflict of interest, We will inform You of the situation, the options available to You and obtain Your consent before We proceed.

## LAW AND JURISDICTION

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.