

## **Drivology - Terms of Business Agreement**

April 2017 edition

## **Who are we?**

Drivology is a trading name of Drivology Limited. Drivology Limited is an appointed representative of Insurance Factory Limited. Policies are arranged and administered by Insurance Factory Limited, registered in England and Wales (No. 02982445). Registered office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB. Insurance Factory is an intermediary offering a range of personal insurances and has access to some of the leading insurers in the market place. A full list of insurers is available on request

## **Who regulates us?**

Insurance Factory Limited is authorised and regulated by the Financial Conduct Authority (No. 306164). The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. Our permitted business is arranging general insurance contracts. You can check this information on the Financial Services Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768

## **Who owns us?**

Insurance Factory Limited and Drivology Limited are both part of the Markerstudy Group of companies which includes Markerstudy Insurance Company Ltd and Zenith Insurance plc.

## **Who underwrites our insurance?**

Drivology car insurance, optional motor legal expenses and optional breakdown assistance are underwritten by any one of a panel of insurers (specified in your Policy Wording).

## **Demands and needs:**

Our products meets the demands and needs of those who require insurance cover, depending on the type of insurance.

Our motor products will meets someone's needs if, in the event of a motor accident, claims are made against them by third parties for personal injury or damage to property during the policy term.

We offer breakdown cover. This product meets the demands and needs of those who wish to ensure that in the event of breakdown they will be able to obtain roadside assistance.

We offer motor legal expense cover (also known as 'Legal Protection'). This product meets the demands and needs of those requiring assistance with recovering un-insured losses when they have a non-fault claim.



<p><b>If you cancel your optional Motor Legal Expenses, optional Breakdown Assistance policy or we have to cancel it.</b></p>	<p>remains as non-recoverable until that time. This will affect the No Claim Discount.</p> <p>If you are paying the premium by monthly instalments, and the full annual premium has not been paid, you will need to pay any outstanding balance of premium to us.</p> <p>Any optional products that have been purchased will be cancelled at the same time as your motor policy. No refund will be given for the optional Motor Legal Expenses. You will receive a pro-rata refund for the optional Breakdown assistance as long as no claim has been made.</p>
<p><b>Breach of Terms charge</b></p> <p>If you do not adhere to the following terms stipulated under your policy and as a result we have to cancel your policy due to the following:</p> <ul style="list-style-type: none"> <li>• Non-registration of your App*</li> <li>• Not using the App to monitor your driving</li> <li>• Exceeding the speed limit by more than 20 mph on more than two occasions during any one annual period of insurance or demonstrate consistently poor driving behaviour as evidenced via the App</li> <li>• Non-payment of your premium</li> <li>• Inaccurate or incomplete information</li> <li>• Failure to provide proof of your address (if requested), in order to set up any credit agreement require</li> <li>• Score drops to 30 or below</li> </ul>	<p>£75</p> <p>We charge this fee to partially offset the unavoidable costs incurred with obtaining and processing your policy.</p> <p>* Please note; the policy holders app must be registered within 3 days from the purchase of the policy to avoid cancellation</p>
<p><b>Voidance charge</b></p> <p>If we have to void your policy because we suspect there could be fraud.</p>	<p>£75</p> <p>This means we cancel the policy back to its start date as if you'd never been insured by us.</p> <p>We charge this fee to partially offset the unavoidable costs incurred with obtaining and processing your policy.</p>

## **Who provides our direct debit payment by instalment facility?**

If you choose to pay by direct debit, your monthly instalment plan will be financed by Premium Credit Limited. Premium Credit will send you a welcome pack which will include a credit agreement. In assessing your application Premium Credit will search the public information a credit reference agency holds about you.

The credit reference agency will add details of the search to their records whether or not the application for credit proceeds.

This and other information may be used to make credit decisions about you and to undertake checks for the prevention and detection of money laundering. Failing to make a payment when it is due will result in cancellation of the credit agreement and may result in cancellation of your insurance.

## **Collection of unpaid amounts**

If you do not pay and we pass on the amount you owe to our external debt collection agency, there will be additional costs of recovery added, and they may commence legal proceedings against you to recover the outstanding balance you owe.

## **How to cancel**

You can exercise your right to cancel this policy at any time.

You can call us on 03300 248 306 or write to us at Drivology, The Connect Centre, Kingston Crescent, Portsmouth, PO2 8QL.

Any refund due will not be processed until 7 days after cancellation. This is to allow for the possibility of third party claims being notified.

## **Refunds**

The minimum amount we will refund is £10 therefore any refund below this amount will not be given.

## **Withheld documents**

We may keep certain documents such as proof of no claims discounts while we are awaiting payment of outstanding premiums or administration charges. We will ensure that you have any documents you are required to have by law.

## **Additional Payments or Refunds**

We reserve the right to automatically take additional payments from you, or make refunds to, your debit or credit card in respect of any additional or return premiums and fees which may become due under the terms of your policy or our terms of business. Your card details will be held securely in accordance with the Payments Card Industry Data Security Standards. You will be notified in writing 14 days prior to any request for additional payment or refund. If you have used another person's payment card we will automatically take the additional payment, or make refunds to this card.

## **Which service will we provide you with?**

We will give you information about our product. You will not receive advice or recommendation from us and you will need to make your own decision about how to proceed.

## **What happens at renewal?**

We will send you a renewal invite no less than 21 days before your renewal date, and we will tell you the premium and the terms and conditions for renewal.

If we aren't able to offer you renewal terms, we will contact you to inform you of this. We are unable to offer a renewal solely for motor legal expenses or breakdown assistance cover if you have cancelled the car insurance policy during the year.

If you are paying by direct debit, you need do nothing. We'll collect the new monthly instalments from your bank as usual. If you have paid by debit or credit card, we'll automatically collect the payment due from you under our continuous authority agreement. If we cannot collect the first instalment there is deemed no cover in force.

In the event that your last direct debit payment is not collected, your policy will not renew automatically unless action is taken to clear any debt and the Direct Debit instruction is reinstated.

If you don't want to renew your policy, you can call us on 03300 248 306, email us at [customerservice@drivology.co.uk](mailto:customerservice@drivology.co.uk) or write to us at Drivology, The Connect Centre, Kingston Crescent, Portsmouth, PO2 8QL.

## **Misrepresentation**

When taking out, renewing or making changes to this policy, please take reasonable care to answer all 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 not fully paid.

## **Data protection**

For Data Protection Act purposes, Drivology Limited and each of our insurance underwriters are the data controllers. Our preferred partners, Wunelli Limited and Insurance Factory Limited are the data processors (Wunelli are the developers of our smartphone App and collect and collate all driving data we receive via the App).

We will hold and process your personal data for insurance administration and marketing use. We won't give your driving information to the Police or to any civil authorities unless we have your permission, we are required to do so by law (i.e. we've received a Court Order) or we suspect fraud. Apart from that, we only share your personal data with our partners that need to see it in order to service and administer your car insurance policy and any optional products you may have purchased.

Drivology and each of our insurance underwriters may send data in confidence for processing to companies within their parent Group (or companies acting on their instructions) including those operating outside the European Economic Area. By entering into a contract of insurance with us, you are consenting to such use of your personal data.

## Fraud Prevention and Detection

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

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases such as the Motor insurance Database (MID) and the Claims & Underwriting Exchange (CUE)
- If you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

Law enforcement agencies and organizations based in other countries may also access and use the information held by fraud prevention agencies. Please contact us if you want to receive details of the relevant fraud prevention agencies and databases that we use.

## Complaints

Drivology and each of our insurance underwriters aim to provide the highest standard of service to every customer.

If our service does not meet your expectations, we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. The following will help us understand your concerns and give you a fair response.

## Making your complaint

### What to do if you need to complain?

Please phone our Customer Service Department on 033300 248 306 or write to The Quality Manager, Insurance Factory Limited, The Connect Centre, Kingston Crescent, Portsmouth, PO2 8QL.

If you remain dissatisfied with our response, you may approach the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, E14 9SR.  
Telephone 0300 123 9123.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively you can use the Online Dispute Resolution Platform (ODR) at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr).

In the exceptional event that you use threatening or abusive behaviour or language or bullying of our staff or suppliers, we reserve the right to cancel your policy.

## **Financial Ombudsman Service**

If you remain dissatisfied with our response, you may approach the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action.

The FOS can be contacted at Exchange Tower, Harbour Exchange Square, London, E14 9SR (tel: 0300 123 9123, or email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)).

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Full details of our complaint procedure are given in our policy booklet. You can find this online via our website or a paper copy on request.

## **Law applicable to this contract**

You and we are free to choose the law applicable to this contract, but in the absence of agreement to the contrary the law of the country in which you are resident at the time of the contract will apply. If you are not resident in the United Kingdom, the law which will apply will be the law of England and Wales.

## **Financial Services Compensation Scheme (FSCS)**

You may be entitled to compensation from the scheme in the unlikely event we or your insurer cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

## **A specimen Policy Booklet is available on request**