

## Terms of Business

This document 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 contact us immediately if there is anything in these Terms of Business, which you do not understand or with which you disagree.

### **About Us**

Selecter Insurance Services Limited T/A Only Young Drivers Car Insurance, is an Appointed Representative of Millennium Insurance Brokers Ltd who arrange and administer policies and are a Direct Group Company, which is authorised and regulated by the Financial Services Authority (FSA) to sell general insurance products, FSA Register number is 308310. This information can be checked on the FSA's Register by visiting its website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 6061234.

### **Products & Services**

We offer Car Insurance from a limited number of Insurance companies (the names of which are available on request), plus, if required, optional extra products for Legal Expenses, Motor Breakdown and Keycare from single insurers.

We will provide you with information about each insurance product but will not give advice or make a personal recommendation about how you should proceed.

If you have any concerns regarding the choice of insurer you should advise us immediately so that we may discuss the issue with you.

Unless we advise otherwise, we will initially provide renewal terms from your existing Insurer. We will then call you to discuss your renewal requirements and other options available to you.

We do not accept liability for claims settlements or return premiums relating to policies held with an insurer who has become insolvent. We will, however, provide all available information to assist you in submitting a claim to the liquidators, receivers or similar.

### **Methods of communication**

We will normally communicate with you by post, telephone and, where available, fax or e-mail, in addition to any meetings we may have with you. Please let us know if you would prefer not to receive communications by any specific medium.

### **Claims**

All claims, potential claims or incidents which may give rise to a claim should be reported immediately to the insurer claims line telephone number provided to you. In certain circumstances late notification may result in your claim being rejected. Thereafter it is your duty to render all assistance and documentation as requested and to disclose all facts material to the claim and to ensure you comply with policy terms and conditions. Failure to do so may cause insurers to decline the claim.

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

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

### **Duty of Disclosure**

You have a duty to disclose all information relating to the risk, which may influence the insurer's decision to offer cover or apply terms and conditions. There is no duty on insurers to make enquiries of you. If you are in any doubt as to whether certain information or a change in circumstances during the period of cover is a material fact we recommend that you advise us.

Failure to disclose a material fact or provide accurate information may invalidate your cover and could result in the non-payment of claims. This applies when taking out a new policy, at renewal of a policy and throughout the period of cover.

It is very important that information given at the point of purchase, on claim forms and declarations to insurers is correct. If a form or declaration is completed on your behalf, it is your responsibility to check that the answers given to all questions are true and complete.

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

### **Policy Terms & Conditions**

All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to ensure that it meets with your requirements and that you understand any policy conditions, limits, warranties and the like. A breach of policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover.

If there are any discrepancies or if you require clarification on any point please contact us to discuss on 0844 893 1061.

We will forward, on written request, a specimen copy of the policy wording for your information prior to you making any commitment.

### **Documentation**

We recommend that you keep all policy documents, certificates, cover notes, policy endorsements and the like for your own protection and in a safe place.

Please note that, in accordance with the Road Traffic Act, it is your responsibility to ensure you are in possession of a valid, current cover note or certificate of insurance before using or permitting the use of a vehicle on a public highway.

#### Registered offices

Direct Group Limited, Head Office, Direct House, 4 Sidings Court, Doncaster, DN4 5NU, Tel: 0844 412 4100, Fax: 0844 412 4101, Registered in England: 02461657  
Selecter Insurance Services Limited T/A Only Young Drivers Car Insurance, of 39 Steeple Close, West Canford Heath, Dorset, BH17 9BJ (V191211)

### **Payment of Premiums & Charges**

Payment may be made by credit or debit card. If you do pay by Credit Card a 2% fee will apply to the amount that is being paid. Alternatively, you may be able to spread payments through a credit scheme with a finance provider for which there will be an additional charge. We will provide full details of available payment options when providing quotations and at renewal.

Payments due must be paid to us by the inception or renewal date, which will be advised to you, unless otherwise agreed. Failure to meet this requirement may result in insurers cancelling the policy and imposing a time-on-risk charge.

Renewal Premium: Regardless of whether you are paying by direct debit or annually by credit card or debit card, you will need to contact us to arrange payment before your cover runs out.

### **Administration charges**

We reserve the right to charge an administration fee of £20 for processing changes to policies and responding to requests to issue duplicate or replacement documentation. We further reserve the right to charge a fee of £50 to cover the administration costs involved in cancelling your policy.

Additionally we further reserve the right to charge up to £55 for the initial set up of a policy.

### **Complaints**

Whilst we hope we always meet or exceed our service standards we recognise that, occasionally, things may go wrong. Should you have any cause to complain about our service this may be done verbally or in writing and should be directed to The Operations Director, Only Young Drivers Car Insurance, Unit G3 Lacy Way, Lowfields Business Park, Elland, HX5 9DB Tel: 0844 893 1061

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service, details of which we would make available to you.

### **Confidentiality & Security**

We will treat all your personal information as private and confidential to us and will only disclose this in the normal course of arranging and administering your insurance, arranging finance or handling claims, even when you are no longer a client. We may use the information to provide you with details about other services or products we feel may be of interest to you unless you advise us, in writing, that you do not wish us to do so. We will not disclose personal information about you to any other party except:

- When you ask us to or give us permission
- If we have to because we are regulated by the FSA
- If we have to by law

Calls to Only Young Drivers Car Insurance may be recorded for compliance and training purposes.

We are registered under the Data Protection Act 1998 and undertake to comply with the Act in all our dealings with personal data.

### **Insurance Premiums**

When we collect insurance premiums for onward transmission to insurers, and we receive return premiums due to clients from insurers, these will be passed to and from our Principal, Millennium Insurance Brokers Ltd, in accordance with the periodic segregation provisions of the FSA's Client Money Rules. Millennium Insurance Brokers Ltd holds premiums in a Non-statutory Trust Account in accordance with FSA rules. The Deed of Trust permits us to use the account to make advances of credit from time to time to our clients, in order to fund their premiums and claims, subject to strict conditions. In dealing with us you agree to our holding client money in this way. A copy of the Deed of Trust is available on request.

### **Document Retention**

We are required to retain client records in a secure environment for a period of time. After they have ceased to be current, our policy is then to arrange for secure destruction of these records unless we have received specific instructions from you not to do so. If this is your wish, you should advise us now, in writing.

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

We, and the Insurers we use to place your business are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without any upper limit. Further information about the compensation scheme is available from the FSCS.

### **Cancellation Right**

If you take out a Car Insurance policy through us you may cancel the cover at any time by contacting us in writing. You will be entitled to a refund of premium less an appropriate pro rata charge for the period of cover given, as well as any additional charge that your Insurer may apply.

Should a situation occur where a claim terminates the insurance cover, or you choose to cancel the policy having made a claim during the same period of insurance, then your insurers may not allow a refund of any of the premium paid.

You may also cancel any optional covers taken out for Motor Legal Expenses, Motor Breakdown or Keycare Cover by contacting us in writing. However, you will not be entitled to a refund of premiums unless you cancel the cover within 14 days of the following, whichever is the later:

- The policy start date or the date you receive full policy documentation from us or your insurers
- The renewal date or the date you receive full renewal documentation from us or your insurers

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### ***Changes to your cover***

We will normally deal with requests to 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.

### ***Renewal***

Unless we advise otherwise, we will initially look to offer you renewal terms with your existing insurer(s). Regardless of whether you are paying by Direct Debit or annually by Credit or Debit Card, you will need to contact us to arrange payment before your cover runs out.

### ***Receipt of instructions***

We do not consider instructions to arrange or change cover sent to us by post, electronic mail or facsimile to have been received until they reach the relevant personnel in our offices. Furthermore we do not accept instructions left on telephone answering equipment.

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

### ***Termination of authority***

You may terminate our authority to act on your behalf with 14 days written notice or as otherwise agreed. Termination is without prejudice to any transactions already initiated, and will be completed according to these Terms of Business unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees, or brokerage payable, in relation to policies placed by us prior to the date of termination.

### ***Governing Law***

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English court