

**Zenith, Prospect House, Thanet Way, Whitstable, Kent CT5 3FD**

Please read this document carefully. It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree.

**Zenith is a trading name of Markerstudy Direct Limited.**

### **Regulation**

Markerstudy Direct Limited, an appointed representative of Zenith Marque Insurance Services Limited. Registered in England & Wales No. 03228539 with registered office address: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. Markerstudy Direct Limited's Financial Services Number is 801751.

Zenith Marque Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA) as an intermediary. The Financial Service Registration number is 475572.

You can check these details on the FCA's Register by visiting the FCA's website <https://www.fca.org.uk/register>.

### **HOW WE HOLD YOUR MONEY**

Premiums that we collect from you are held in an insurance broking bank account specifically for the purpose of holding customer money. By virtue of agreements held with insurers, we collect premiums as agents of the insurer. Once we have collected the premium from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer.

Money that we collect from you will be held in a segregated account, separate from our own business account, and will be remitted to insurers in accordance with our agreement with them. If we become insolvent, the terms of the trust dictate that insurers will have a prior claim on the money in the account according to their respective interests.

### **Relationships**

As an insurance intermediary we act as your agent. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act as agent for and owe duties of care to other parties, for example where we collect premiums on behalf of insurers.

Zenith is a trading name of Markerstudy Direct Limited. Markerstudy Direct Limited uses Zenith Insurance PLC as the insurer for all its products except Keycare which is insured by Groupama, Legal Expenses cover which is insured by Interpartner Assurances SA and Breakdown cover which is insured by Ageas Insurance company Limited. This provides a cost efficient solution to meet the needs of our customers.

Markerstudy Direct Limited and Zenith Insurance PLC are part of the Markerstudy Group of Companies.

You should not assume cover has been placed unless we have confirmed this to you.

### **Insurer Security**

We do not guarantee the solvency of any insurer we place business with.

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

### **Documentation**

Documentation issued by us or by Insurers will be issued in a timely manner.

Your documentation will confirm the basis of the cover, give details of the insurers, and be accompanied by a policy summary and details of the premium due. The date that the premium is due, together with any penalties, will be clearly shown.

Prior to the conclusion of your initial contract you will be provided with a statement of your demands and needs. You should read this carefully. It will set out your demands and needs and confirm whether the contract has been personally recommended and, if so, the reasons for making that recommendation.

### **Payments**

Unless we are told otherwise, any amounts that are due under your existing insurance policy or its renewal will be charged to the credit / debit card used most recently to make payment. If it is not your card that has been used you should ensure the actual cardholder is aware of this.

### **Refunds**

In processing any refunds, we will refund the credit / debit card that was originally used to pay the deposit sum / full payment (whichever applies). In doing so, you agree to release insurers from all liability to you in respect of that refund. If those card details are no longer valid a cheque will be issued to the cardholder and we will send this to you to pass on to the cardholder if that is not you.

### **Information you give us**

Please take reasonable care to answer all the questions you are asked 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

### **Renewal**

We will issue you a renewal invitation in goodtime before your renewal is due (generally 21 days before the renewal date.. If we cannot renew you policy will tell you this.

We will automatically renew your policy. If you do not want to renew your policy you will need to notify us of this prior to the renewal date.

### **Mid-term adjustments**

For any mid-term adjustment that you request we will seek the insurer's approval for the change and it will not be made effective until the insurer has agreed to it.

For any mid-term adjustment initiated by us or your insurance we will notify you in good time prior to the change taking effect.

Any mid-term adjustment (initiated by any party) will be subject to our administration fee of £20.

### **Policy Records**

It is our policy to retain significant documents for business effected on your behalf in electronic or paper format for up to 7 years.

For some types of insurance cover it is possible that a claim may be made under a policy long after its expiry date and it is therefore important you keep relevant documents safe.

### **Claims**

If you become aware of any claims or circumstances that could lead to a claim being made, you must notify your insurer immediately either by phone or in writing. The phone number and address are shown in your policy booklet. Failure to do so could prejudice your position.

In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

If claims settlements are made through us, we will remit claims payments to you, or in accordance with your instructions, as soon as possible after they have been received on your behalf.

### **Remuneration**

Our remuneration may be as a fee, or as brokerage, which is a percentage of the insurance premium paid by you and allowed by the insurer with whom the insurance is placed. Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in respect of the full policy period in relation to policies placed by us unless in respect of a retail customer, the policy is cancelled within the cooling off period.

In addition to client fees and/or brokerage payments we may receive remuneration by way of administrative fees or commissions for services provided to underwriters or other relevant parties such as finance providers. We may also act as reinsurance brokers to underwriters with whom we have placed insurance or reinsurance.

### **Interest on Customer Money**

Any interest earned on customer money held by us and any investment returns on any segregated designated investments will be retained by us for our own use.

### **Cancellation Clause**

'Cooling off period'

If you are a retail customer you have a right to cancel an insurance policy. In order to exercise this right of cancellation you must advise us or your insurer within 14 days of either the start date of your policy or (if later) the day on which you receive the policy documentation and supporting information.

If you exercise your right to cancel the insurance policy, you will be required to pay 'pro-rata' rates for the period of time you have had insurance cover. Additional charges may include a proportion of any commission paid to us and a proportion of any fees charged by us, sufficient to cover our costs.

### **Other cancellation provisions**

Your insurance contract may include a cancellation clause. In the event of cancellation of the insurance contract, insurers may return a premium to you. Alternatively this may be returned to premium financiers in accordance with any premium finance agreement. Once our remuneration has been earned, in the event that the insurance is cancelled after inception or in the case of a retail customer, after the cooling off period, our fees or brokerage will not usually be returnable. In the event that you fail to pay your premium by the due date, the insurance may be cancelled by us or by the insurers. We, or the insurer, will give you 7 days' notice of the cancellation.

### **Cancellation of this Agreement**

This agreement will be terminated in the event that you cancel the insurance policy(s) we have arranged for you and we will be entitled to receive any fees or brokerage payable.

### **Complaints**

We take all complaints seriously. If you wish to make a complaint then please contact:

Customer Services, Markerstudy Direct Limited, Prospect House, Thanet Way, Whitstable, Kent, CT5 3FD. We will acknowledge your complaint within

five working days of receipt.

If we are unable to resolve your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. We will provide you with relevant details at the appropriate time.

### **Financial Services Compensation Scheme**

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 business and the circumstances of the claim.

Full details and further information on the scheme are available from the FSCS.

## How we use your information

### Introduction

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via <https://documents.markerstudygroup.com/media/17119/privacy-policy-zenith-insurance-18-1-17.pdf> or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in both the United Kingdom

### How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

### What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

### How we may share your information

In order to provide our services to you, we may share your information with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies. Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

### Driving Licence checks

We may also provide your (or any named third party) driving licence number (DLN) and other details to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data.

Searches may be carried out prior to your policy commencing and at any point during your insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about you by the DVLA please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

The DVLA may also be used to search your (or any named third party's) no claims discount (NCD) details against a no claims discount database to obtain information in relation to your NCD entitlement.

We may pass details of your no claims discount to certain organisations to be recorded on a NCD database.

Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

### Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including your personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the Insurance Fraud Bureau and other bodies permitted by law. If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration details are shown on the MID at [www.askmid.com](http://www.askmid.com)

### Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance. When carrying out these checks, we will search against fraud detection databases. We may pass details about you to some of these databases. Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

### Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make. The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

## **Credit Searches and Accounting**

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

## **Transfers**

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

## **Your Rights as a Data Subject**

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

## **Data Protection Officer**

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at

Data Protection Officer  
Markerstudy Direct Limited  
45 Westerham Road  
Bessels Green  
Sevenoaks  
Kent  
TN13 2QB

## **Law and Jurisdiction**

These terms of business 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 these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.