



TERMS OF BUSINESS AGREEMENT

In these Terms references to “we” or “us” relates to INTAA Limited. We are an independent intermediary, and are a private company limited by shares.

We are based in the United Kingdom and our principal place of business is at 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB

Trice is a trading name of INTAA Limited. INTAA Limited registered in England and Wales (No. 10655399) with registered office at 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. INTAA Limited is an Appointed Representative of Zenith Marque Insurance Services Limited (reference no. 773786). Zenith Marque Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (No. 475572)

The Financial Conduct Authority (“FCA”) is an independent watchdog that regulates financial services. We are authorised and regulated by them and you can check this by visiting the FCA’s website <http://www.fca.org.uk/firms/financial-services-register> or by contacting the FCA on 0800 111 6768. Our permitted activities are recommending insurance policies (and in cases where we do not give a recommendation we will tell you); arranging insurance cover; dealing as agent and assisting with the administration and performance of policies – all in connection with general insurance.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of any claim, without upper limit. Further information about compensation scheme arrangements is available on the FSCS website www.fscs.org.uk or by telephoning 0207 741 4100.

Demands and needs

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

Our motor insurance products will meet 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. Cover also includes damage caused by fire, theft and accidental damage to the insured vehicle.

Our gadget insurance will meet the needs of those who wish to insure against the cost of replacing hand-held gadgets that are stolen, lost, break down or are damaged accidentally.

Our pet insurance meets the demands and needs of those who wish to ensure that the veterinary needs of their pet are met throughout the duration of the policy and at the level of cover selected: accident only, annual accident and illness or lifetime accident and illness.

Our Services

We are an insurance broker who arranges insurance for motor, gadget, household, pet and travel policies. We arrange your insurance cover and help you with ongoing changes. We only offer policies from one insurer per product.

We endeavour to place your business with insurers with adequate means to meet their obligations but cannot guarantee the solvency of any insurer and we shall not be liable for losses suffered by you in the event of the insolvency of an insurer.

Information will be included in documentation which will be made available to you as part of the process of you obtaining a quotation from us. We can also supply you with a specimen copy of the insurance policy should you request this.

Quotations are based on the information provided by you at the time of the quotation. All premiums quoted include the government’s Insurance Premium Tax at the current rate.

We only arrange motor and home insurance for vehicles and properties based in the United Kingdom and all premium transactions are in pounds sterling.

You must pay your premium before we can arrange cover for you. This may be either the full premium due or a deposit amount if we have agreed that the premium may be paid by instalments.

You will be provided with renewal terms in good time prior to the expiry date of the policy, or notified if renewal is not being invited.

Advice

You will not receive any advice or a recommendation relating to the purchase of a policy from us. We will ask you a set of questions to offer you a quotation. You will then need to make your own choice about how to proceed.

Provision of documentation by us

We will issue your policy booklet and supporting documentation on the day you arrange cover through us.

YOUR RESPONSIBILITIES

Misrepresentation / Duty of Disclosure

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.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance. Please note that under the Rehabilitation of Offenders Act you are not required to disclose convictions regarded as ‘spent’.

You must provide complete and accurate information to your insurer when you take out your insurance policy and throughout the lifetime of the policy and when you renew your insurance. In addition, unless you are an individual who has taken out the policy wholly or mainly for purposes unrelated to your trade, business or profession, you must also disclose any information which might influence your insurer to accept, amend or decline your insurance proposal or renewal prior to inception, throughout the period of insurance and at renewal. Any changes in circumstances which may affect the services provided by us or your insurer should be disclosed immediately. If you are unsure about disclosing any matter please contact us for guidance. Failure to disclose any material information to your insurers or any inaccuracies in the information provided could invalidate your insurance cover, lead to cancellation of your policy with associated cancellation charges, and could mean that part or all of your claim may not be paid. Any products we provide information on will be based on the details you provide. Always keep copies of correspondence sent or received concerning your insurance.

Provision of documentation by you

If you are required to provide supporting documentation to your insurer it is critical that this information is provided quickly. An insurer will cancel a policy if supporting information is not supplied within 21 days of the start date. We strongly recommend you use Recorded Delivery or another traceable postage method to send this information to us. In the event that important information is not provided, we will attempt to advise you by telephone or will write to you by e-mail at the last e-mail address notified to us.

No Claims Bonus

If required, you must provide written evidence of your no claims bonus proof within 30 days. This previous policy must not have expired more than 14 days before the inception of your new policy with us and any no claims bonus earned cannot be used simultaneously on more than one vehicle at a time. Failure to provide evidence within this period will result in the insurers issuing the policy at gross premium (i.e. without the benefit of no claims discount) or cancelling the policy. You will be immediately responsible for the balance of the premium payable and any subsequent cancellation will be calculated on the gross premium and subject to the charges as outlined in the administrative charges section.

Understanding your policy terms

It is important that you read your policy carefully. The policy document, schedule and any Certificate of Insurance are the basis of the cover you have purchased. Please make sure that you understand them and are able to follow their requirements. If you are in any doubt about the terms and conditions of the policy then contact us for clarification.

Breach of any terms, conditions or warranties may result in the termination of your policy with associated charges or may invalidate a claim.

Purchasing your policy online

If you have purchased your policy online it is essential that you ensure that all information you provide is accurate as we depend solely on the information you provide to set up your policy. Any non-disclosure or inaccuracy may lead to cancellation of your policy or nonpayment of a claim. It is also essential to read and fully understand the terms of your policy when the documents are sent in case any important information has been overlooked online. We can then help you resolve any issues you have with the policy within the first fourteen days when the policy can easily be cancelled if necessary. Please contact us if you have any concerns about the information you have provided or the terms and conditions of a policy you have set up online.

To assist with your purchase a summary of policy terms and conditions is accessible from our online system.

Road Traffic Act

Customers are reminded that it is a serious offence under the Road Traffic Act to leave, drive or otherwise use a vehicle on a public road without valid insurance cover being in force.

OUR LEGAL OBLIGATIONS

Data Protection

These terms explain how we use your personal information. We use your information in accordance with all applicable Data Protection laws. We will treat your information as confidential and we will ensure there is adequate security around your information.

Information we collect

Information you give us

We may collect information you give us such as your name, address, email address, phone number, financial and credit card information, personal description, photograph and other details.

Information we may automatically collect about you

We may collect details about your driving licence, motoring convictions, previous claims and personal history. We may collect information about your activities on our website including information that allows us to monitor your preferences and how you use our website. This may include the processing of your information via the use of cookies.

If your vehicle has a telematics system or an in vehicle camera we may collect information through these devices.

We may collect information about you from other companies including credit reference agencies, the electoral roll, other databases (such as DVLA databases or No Claims Discount databases) and companies that help us analyse your information.

We may also collect information about you from social media, Google Earth and other sources.

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 DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

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 (including his or her appointed representatives) 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

How we may use your information

We may use your information in a number of ways including:

- To provide you with renewals or adjustments
- To monitor and record your phone calls
- To deal with your claim
- To check the details you have given us against other databases and sources of information
- To insure you and provide you with related services
- To carry out credit checks on you
- To detect and prevent fraudulent claims
- To check your claims history
- To analyse your information
- To use profiling or make decisions about you in an automated way in order to decide whether to provide you with insurance
- To tell you about offers and promotions (you may opt out of Marketing at any time by contacting us at the address below)

How we may share your information

We may also share your information with selected third parties, which may include other insurance companies, solicitors, business partners, suppliers, credit reference agencies, survey companies, data analytics advisors, search engine operators, regulators, prospective buyers of our businesses, the police, the Motor Insurance Database and other public bodies.

Data storage, transfers and retention

We may send your information outside the European Economic Area for processing and storage. We have a company policy in place to ensure there is proper security in place if your information is being transferred overseas. Your information is retained for a reasonable period as is outlined in our Data Protection policy.

Motor Insurance Information Centre (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC.

The information describing your insurance cover will be added to the Motor Insurance Database (MID) to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

As part of the government's Continuous Insurance Enforcement initiative it is now a legal offence to keep a vehicle without insurance unless you have notified the DVLA that your vehicle is being kept off the road and have a valid Statutory Off Road Notification (SORN).

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 number details are shown on the MID at www.askmid.com.

Credit Reference Agencies

To determine premium payment rates at quote and renewal and/or any future invitations, we will make checks on the electoral role and public data through a credit reference agency. These enquiries will be recorded but it is highly unlikely that they will affect your credit rating.

COMPLAINTS HANDLING

We are committed to delivering a high standard of customer service at all times but in the unlikely event that you have cause for complaint you should contact us by email customerservices@triceinsurance.com or telephone our customer service line on 0333 043 6566 or write to us at: **INTAA Customer Services, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR.**

Where we are unable to resolve your complaint by the end of the third business day after receipt, you can expect the following from us:

We will acknowledge your complaint in writing within five working days after receipt. This will state who is handling the complaint.

We will aim to resolve your complaint within 4 weeks of receipt, unless the matter is very complicated, such as where other organisations need to be contacted. Where this is the case, we will still let you know what action is being taken and tell you when we expect to provide you with a final response.

Our goal is to ensure that you receive a final response letter within 8 weeks of receipt of your complaint. If we are still unable to provide you with a final response at this stage, we will write to you explaining why and advise when you can expect a final response.

If more than 8 weeks from the date of your complaint has passed and you have not received a final response, or if you remain dissatisfied with our response to your complaint, you may be able to refer the matter to the Financial Ombudsman Service (<http://www.financial-ombudsman.org.uk/>). To use their service you must have first of all referred your complaint to us, and your referral to them must have been sent within six months of our final response letter. Full details of our complaints handling procedures are available on request.

Alternatively you can use the Online Dispute Resolution Platform (ODR) – <http://ec.europa.eu/consumers/odr>

CLAIMS

As soon as you become aware of an event which may give rise to a claim under your policy, whether you believe you are liable or not, you should notify us by calling the Claims Helpline number shown on the covering letter accompanying these terms. If you do not do so it may result in your insurer refusing to accept a claim. You must not settle, reject, negotiate or agree to pay any claim without written permission from your insurer. Full details of how to claim are included in your policy documentation.

COMMISSION

We are usually remunerated by commission from the insurance providers. We will be pleased to provide this information upon written request.

If your policy is cancelled or altered mid-term, we may also make a charge equal to the amount lost to us in commission reclaimed by insurers.

CANCELLATION OF INSURANCE POLICY

Policies Cancelled by Us or the Insurer

If your policy is cancelled by us or the insurer, for reasons such as misrepresentation, failure to disclose or failure to make payment when due, we will give you 7 days' notice in writing to your last e-mail address notified to us.

How to cancel

The cancellation procedure is detailed within the policy terms and conditions supplied by your insurer.

To exercise your right to cancel, please refer to these terms and conditions.

Please note we can only cancel a policy effective from the time and date of your request being confirmed.

PAYMENT OF PREMIUMS AND REFUNDS

Unless otherwise agreed, all premiums are due on the day cover is arranged, the date the policy is due for renewal or the date of any mid-term adjustment.

Withholding Documents

We have the right to withhold essential documents, such as evidence of no claims bonus, until due payments have been made and any cheques cleared. We will provide any documents you are required to have by law.

Refunds

Any refunds will be issued to the policy holder within 30 days of the date of the transaction. Most refunds are issued back to the method that original payment was made with; alternatively a cheque will be issued.

Renewal of Monthly Payment / Subscription (excluding short term private car cover)

Your policy is paid on a rolling monthly payment / subscription basis and is only in force if the monthly premium has been paid for that month when due. To make the process easier we will automatically take payment by the same payment method as for the previous period. If the premium or policy terms have changed, we will advise you before the next payment is due and give you the opportunity to contact us to cancel the monthly subscription.

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 client 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.

Earning interest on customer premiums

We hold premiums that you pay us in our client money bank account. Under Financial Conduct Authority regulations we have to inform you that we may earn interest from money held in this account. Interest earned will not be held for the benefit of customers.

We may also invest these premiums in a range of permitted designated investments as prescribed by the Financial Conduct Authority. In the event that there is any shortfall in our client money resource attributable to falls in the market value of any of these permitted designated investments we shall make provision for, and bear the cost of, any such shortfall.

Customer money passed to another organisation

In accordance with Financial Conduct Authority Regulations we have to inform you that in managing or arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium to another insurance intermediary. This has no effect on your insurance arrangements with us as your broker or your insurer.

GOVERNING LAW

Unless specifically agreed otherwise, this insurance shall be subject to English Law and the parties agree that any dispute arising out of it shall be subject to the non-exclusive jurisdiction of the English Courts.

VARIATIONS

No variation of these terms is held to be valid unless in writing and signed by an authorised officer of the company. The company's staff are not authorised to agree to any variation of these terms. From time to time the company may review the terms but we will not make any amendments during the term of your insurance without your agreement save that we reserve the right to amend these terms where such amendments are required to reflect a change in applicable law or regulation. Where possible we will provide you with at least 14 days written notice before such changes take effect.

STATUTORY RIGHTS

Agreement to our Terms of Business does not affect your statutory rights. These are our stated Terms of Business. We will assume you are in agreement with these terms unless you notify us to the contrary within five days of receipt of this document.