

Terms of Business

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.

“You” and “Your” means the individual person or people 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 One Stockport Exchange, Railway Road, Stockport, United Kingdom, SK1 3SW is authorised and regulated by the Financial Conduct Authority as an Insurance Intermediary. Our company’s Reference Number is 313411. Our service includes arranging and dealing 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) 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.

Our scope of service

We offer a wide range of insurance products. When We arrange Your insurance, We will provide information only about a policy from one or more insurance undertakings without giving You advice or a personal recommendation, in which case We will provide the names of those insurance undertakings during Your application. You will need to make Your own choice about how to proceed.

We act on behalf of the insurers when arranging Your insurance.

By asking Us to quote for and arrange insurance, You are providing Your informed agreement to these Terms of Business. If You do not wish to be bound by these Terms then You should not instruct Us to set up, renew or otherwise deal with Your insurance needs.

Your duty of disclosure

Consumers: You must take reasonable care not to make a misrepresentation to Us. 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, and full answers must be provided with relevant details. If You are unsure whether a fact is relevant, please tell Us anyway. If You deliberately or carelessly misinform the insurers, insurers may have the right to impose different terms, reduce the amount of any claim payable or to avoid (cancel) the insurance contract from the start and, in this event, any claims under the contract would 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 know 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. 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.

We cannot over-emphasise the importance of Your activity or business being correctly described whenever this is requested or stated in documentation. You will appreciate that the policy will only provide indemnity for loss, damage or liability arising out of the business or activity as described. If the activity or business description appearing in the documentation is inaccurate or Your activities have changed, You must let Us know immediately otherwise Your cover may be prejudiced if You make a claim.

Changes in Your circumstances (keeping Us informed)

You must tell Us immediately and throughout the duration of Your contract of any changes in circumstance. This includes but not limited to changes in information provided from the outset which may include; changes in name, address, email address, contact number, fiduciary, and changes to the insured item and/or value. We must also be kept informed of any criminal convictions or Police caution (including motor offences, only where a motor policy has been purchased), county court judgements, bankruptcy, or whether You have had any other insurance declined, cancelled or special terms imposed. Please refer to Your Insurance Booklet for further information.

Purchases made on behalf of a third party

If You are purchasing a policy on behalf of another person, group or team (‘The Insured’), it is Your responsibility to ensure that the duty of disclosure is met for The Insured for whom cover is being purchased. It is also Your obligation to ensure that The Insured 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 by or on behalf of The Insured.

Dealing with other people

To comply with data protection legislation and in connection with the servicing of 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.

Policy documents

Policy information will be issued in a timely manner. Your policy documentation will include an Insurance Schedule, Statement of Fact and Insurance Booklet that will confirm the basis of cover, give details of the insurer and how to make a claim.

Important

By providing Your email address, You are agreeing that We can contact You by email and that You give consent to receiving documents via electronic means and/or on a website.

If You have provided an email address on application, Your policy documents will be sent to You shortly after Your policy has been created or renewed. If the email has not been received please check Your spam folder. If no email address has been provided on application or You have specifically requested for policy documents to be sent via the post, We will arrange despatch once the policy has been 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, then We will assume that all documents have been received and that You agree to the policy terms and conditions. Paper documents can be sent to You on request free of charge.

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, the name of the insured on the policy, the information on the insurance schedule is correct 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, a fee will be payable. Refer to section ‘Fees and charges’.

Any change in cover which results in an additional premium due, must be paid to Us in full or applied to an existing credit agreement where agreed at the time of the amendment, along with the fee being charged in order for the policy change to be operative.

Automatic policy renewal

You can choose to stop Your policy from automatically renewing at any time. You can do this by logging into Your online account, or by email, or by phone, or in writing via a signed letter. If You choose to prevent Your policy from automatically renewing, Your policy will end if You take no action to renew, and any claims made after the policy end date will not be covered as You will no longer be insured.

You 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. Unless you have opted out of the automatic renewal service, Your insurance will automatically renew 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 You.

If payment information stored relates to those of a third party, it is Your responsibility to contact the third party to advise that a payment will be taken, or for You to provide alternative payment information prior to renewal.

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

- i) inform Us of Your intention not to renew any time before Your renewal date in writing via a signed letter, or by email, or by phone, in which case any collections taken for the renewal will be refunded in full including the insurance premium, insurance premium tax and policy arrangement fee; or
- ii) inform Us of Your intention not to renew within 14 days from Your renewal date in writing via a signed letter, or by email, or by phone, then, subject to no claims or incidents which may give rise to a claim, Your cover will cease. Details of the amount We may charge for the administrative cost for the cancelling of Your policy, are detailed within section “Fees and charges”. Please refer to Your Insurance Booklet for the cancellation terms of your policy.

For policies taken out online or where You have provided an email address, Your renewal terms will be sent to the email address provided, unless You have specifically requested this to be sent via post. You must keep Us informed of any changes to Your email address. If We have no email address on record, the renewal notification will be sent via post.

However Your policy is renewed, You must remember to tell Us of any changes that may affect Your cover (for example criminal convictions, motor offences only where a motor policy has been purchased), accidents, changes of equipment since your policy was last renewed) before the date on which Your policy is due to be renewed, otherwise Your cover may become invalid. It is Your responsibility to ensure your insurance remains valid and in force and that You have done nothing which may invalidate it.

Promotional/Introductory offers

Offers, discounts or promotions may be offered from time to time and apply to new business 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.

Non-insurance benefits

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. You must send a signed letter of cancellation, or send an email, or call Us. Details of the amount We will charge for the administrative costs for the cancelling of Your policy are detailed within section “Fees and charges”. Please refer to Your Insurance Booklet for the cancellation terms of your policy.

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.

A Cooling Off Period does not apply to policies of less than one month’s duration.

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 UK General Data Protection Regulation), 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.

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 <https://www.ripeinsurance.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.

We record telephone calls for training purposes and for Your and Our protection.

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.

It is essential that You notify the Claims Department promptly if You find out about something that may mean a claim is made against Your insurance policy. You must do this even if You do not believe You are responsible. If You do not tell Us straight away Your insurer might refuse to accept a claim. If You receive any communication making allegations which could mean a claim is made against Your insurance policy, You must pass it to Us immediately, without replying to the person who sent it.

You will be provided with every assistance in submitting a claim and seeking reimbursement.

We may require for any outstanding charges to be paid before settlement of any claim.

Fees and charges

We will charge You for work incurred in handling Your insurances. These charges apply if You instruct Us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation or other work on Your behalf. Any additional charges if applicable, will always be notified to You in advance of them becoming due. The fees are payable at the time of the transaction that it relates to. All fees are retained by Us and are not payable to the insurer.

| Schedule of Fees | |
|--------------------------------------|---|
| Fee Type | Amount |
| Arranging a new policy | Fees are shown prior to purchase and within your insurance confirmation following purchase. |
| Arranging Your renewal | Fees are shown prior to purchase and within your insurance confirmation following purchase. |
| Amendments or changes to Your policy | up to £45 |
| Cancelling Your policy | up to £45 There will be no return of charge where the refund due is less than £10 after deduction of the cancellation fee. |

If You pay for Your policy by repayments, We shall inform You of any interest rate or APR equivalent as part of Your third-party credit arrangement.

Our earnings

In return for placing business with insurers and/or underwriters and/or other product providers, We receive a commission from them which is a percentage of the annual premium that You are charged. If the type of policy We sell reaches specific profit targets the insurer may also pay Us an additional bonus.

For arranging repayment facilities, We may earn commission from Our third-party finance provider which is usually a percentage of the individual loan. This means that the amount You pay for credit and the overall cost of arranging Your insurance will vary according to the interest charged by the lender and the amount of commission We earn.

Using premium finance may make the overall cost of the insurance more expensive.

A full breakdown of the cost of Your insurance and the cost of credit will be provided as part of Your new business or renewal quotation before You make a decision whether to proceed.

Occasionally We may also receive marketing support from insurers and/or underwriting although this is not always guaranteed.

You are entitled, at any time, to request information regarding any commission which We may have received as a result of placing Your insurance business or arranging premium finance.

Please be assured that at no time will the way in which We are remunerated conflict with Our responsibilities to meet Your needs and treat you fairly.

Introducers

If You have been introduced to Us by a third party, they may receive a remuneration from Ourselves for that introduction.

Credit searches

We may do external data searches before calculating a premium or offering to sell or renew or amend an insurance policy. This may include a credit check, which might appear on Your credit history whether You proceed or not.

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. Where an insurer refunds all or part of a premium (for example when a policy is cancelled), the refund will be paid to Us and We will then pay it to You.

Payment

Annual Charge

The charge for Insurance is payable and due at the time of the application. You may make payment by cheque, 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. We may transfer premiums to the insurer through another party.

Monthly Repayments using Third Party Facility

If You choose to pay for Your insurance 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 charges 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 charges, 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 an information pack detailing their full terms and conditions and commence collection of repayments. 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.

Complaints

It is Our intention to provide a high level of service at all times. However, if You have reason to make a complaint about Our service please address it to: Complaints Department, Ripe Insurance Services Limited, One Stockport Exchange, Railway Road, Stockport, United Kingdom, SK1 3SW, telephone +44 (0)333 400 1174 or email: complaints@ripeinsurance.co.uk.

You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on +44 (0)800 023 4567, +44 (0)300 123 9 123 or online, and further information is available at www.financial-ombudsman.org.uk. If You do decide to refer any matter to the Financial Ombudsman Service Your legal rights will not be affected. We will provide a summary of Our complaints handling procedure should You make a complaint that We cannot resolve informally or at any other time upon Your request.

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. The compensation scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available at www.fscs.org.uk, and on 0800 678 1100, or +44 (0)20 7741 4100.

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. 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/customers best interest

As an insurance intermediary We generally act as Your agent in arranging Your insurance. We will always act honestly, fairly and professionally ensuring Your best interests are Our priority. 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.

Insurer security

The insurers We use are regulated and are required to have adequate capital resources. However, We cannot guarantee the solvency of any insurer We place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and You may have to pay a further premium to pay for alternative insurance cover.

Termination

You or We may terminate authority to act in connection with Your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless We receive instructions to the contrary. Any monies outstanding will become payable immediately.

In circumstances where We feel We cannot continue providing services to You, We will give you a minimum of 7 days' notice.

In most cases these Terms will terminate and be of no further effect if You cancel or fail to renew Your insurance. If We carry out any services post-cancellation/failure to renew, these Terms might need to continue to apply.

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.