

# Hedgehog – Terms of Business

## Hedgehog

Hedgehog is a trading name of Rostella Limited. Rostella Limited is an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA) under registration number 820267. You can check this information on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082. The FCA require us to give you information to help you decide if our services are right for you and this document outlines our terms and conditions.

## Products offered by Us

We are an insurance intermediary, and act on behalf of the insurers whose products we sell.

Products are only offered to you from:

- Berkshire Hathaway International Insurance Limited in respect of Car or Van insurance products;
- Call Assist Limited on behalf of DAS Legal Expenses Insurance Company Limited for Breakdown insurance products;
- UK General Insurance Limited on behalf of Great Lakes Insurance SE for Replacement Car Plus, Enhanced Personal Accident and Windscreen Protection products;
- Inter Partner Assistance SA (AXA Assistance) for Enhanced Key Cover product;
- Allianz Insurance plc - for Legal Care product; and
- Premium Credit Limited (PCL) for credit to pay your premium and collection of repayments by Direct Debit.

## What service do we provide?

You will not receive advice or a recommendation from us. We will ask some questions to narrow down the selection of products. You will then need to make your own choice about how to proceed.

## Your obligations to Us

You have an obligation to provide accurate information in response to our questions and to take care not to make a misrepresentation in connection with your policy.

You have an obligation to pay premiums and fees you are contracted to.

Once cover has been arranged, you must immediately notify us of any changes to the information that has been previously provided. The most serious consequence of failing to

provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

### **Paying for your policy**

We act as agents of the insurer in collecting premiums and handling refunds due to clients, such monies are deemed to be held by the insurer with which your insurance is arranged.

Should there be an outstanding balance on the cancellation of your policy, we will attempt to recover this from you. If we are unable to recover the debt we will pass details of the debt to a debt collection agency. Should this action be required, all associated costs and charges incurred by us will be passed onto you.

### **Paying in full or in part by payment card**

If you give continuous payment authority, you can opt out of the agreement at any time by contacting us. By agreeing to allow continuous payment you agree to the following:

- The card being used for future payments such as the collection of any additional premium generated as a result of you making a change to your policy;
- Renewal premium collection (see Automated Renewal section of this document);  
and
- Collection of payment arrears where applicable.

You can opt out of all of the above or parts of it.

If new card details are provided at any time during the course of your policy, authority will switch to the new card details.

### **Paying by finance - Premium Credit Limited**

We use Premium Credit Limited (PCL) to provide premium finance. PCL is the lender. We act as an introducer. We will receive a commission for introducing customers to them.

If you ask us to arrange premium finance on your behalf, we will pass your personal information including your bank details to PCL and they will contact you via email or text and send PDF or word documents.

Credit is subject to status and affordability checks. PCL may search information held by a credit reference agency that leaves a record of the search or other information about you to carry out credit and anti-money laundering checks. This record will be visible to third parties who use the credit reference agency in future.

## Insurer Security

Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

### What will you have to pay us for our services?

We will earn a commission from the insurer on each policy sold. We will also charge the following fees, which are in addition to any insurers premiums.

Fee/Charge	Amount
New Business arrangement fee (non-refundable if the policy is cancelled or voided)	£10
Renewal arrangement fee (non-refundable if the policy is cancelled or voided)	£10
Cancellation fees (apply whether or not policy cover has started):	
<ul style="list-style-type: none"> <li>• Cancellation by You</li> </ul>	£50
<ul style="list-style-type: none"> <li>• Cancellation by us when you fail to provide documents within the timescale/s requested, for example, proof of No Claims Discount or driving licence</li> </ul>	£75
<ul style="list-style-type: none"> <li>• Cancellation by us if we discover that the information that you gave us when you took out a policy was inaccurate or incomplete</li> </ul>	£75
<ul style="list-style-type: none"> <li>• Cancellation by us for any other reason</li> </ul>	£50
Voided policies fee – this applies when the policy has been declared void by us or the insurer before or after cover was due to start.	£75
Mid-term adjustments: The following fees apply in addition to any premium adjustment.	
<ul style="list-style-type: none"> <li>• Temporary change of vehicle or driver</li> </ul>	£30
<ul style="list-style-type: none"> <li>• Notification of new claims or convictions which occur after inception date</li> </ul>	Free
<ul style="list-style-type: none"> <li>• Notification of a new medical condition</li> </ul>	Free
<ul style="list-style-type: none"> <li>• Change of occupation</li> </ul>	£10
<ul style="list-style-type: none"> <li>• Correction of No Claims Discount claimed</li> </ul>	Free
<ul style="list-style-type: none"> <li>• Change of name/marital status</li> </ul>	£10
<ul style="list-style-type: none"> <li>• All other changes</li> </ul>	£30
Other Charges:	
<ul style="list-style-type: none"> <li>• If we need to make a referral to a Debt Collection Agency to collect outstanding premiums</li> </ul>	£10
<ul style="list-style-type: none"> <li>• Refunds requested by cheque, which apply in addition to any other fees</li> </ul>	£20
<ul style="list-style-type: none"> <li>• Refunds to debit or credit cards</li> </ul>	£0

## Cancellations

If we or the insurer intend to cancel your policy, we will write to you providing a minimum of 7 days' notice of cancellation. This will be sent to your last known postal or e-mail address, in line with your preference to receive policy documentation.

If you cancel your credit agreement or Direct Debit Instruction with Premium Credit Limited this does not constitute cancellation of your policy, which is a separate contract. You must notify us separately.

Cancellation of your policy also means cancellation of any optional products sold to you. No refund of optional product premium is due following the cancellation of any optional products unless this is within the 14-day cooling-off period and no claims have occurred. The cooling-off period starts from the time you have access to your policy documents online, i.e. when you bought the policy.

## Automatic renewal

To make renewal easier for you, if you have given us permission your policy will be renewed automatically using the payment details you have previously given.

We will only automatically renew your policy after issuing you with a renewal notice approximately 21 days before the end of your policy. If you do not want us to automatically renew your cover, you must contact us more than 3 days before your renewal date and advise us accordingly. If you are not the card or bank account holder you must ensure that the card/account holder has agreed to make the renewal payment and you must tell them of any changes to the amount. Your renewal payment will be taken from your bank account on or around the renewal date. If you are paying by premium finance, Premium Credit Limited will provide confirmation of the new monthly repayment amount and, if relevant, a new credit limit. If a significant increase in the credit limit is required, Premium Credit Limited will carry out a further credit assessment before agreeing the increase. The first Direct Debit will come out of your bank account on or around your renewal date.

Please check your renewal notice for further details when it is available to you.

Automatic renewal will also apply to any optional products you select to purchase with your car or van insurance policies.

## Documents

You will receive your documents via the method you have chosen.

### Online

Your policy documents and Certificate of Motor Insurance will be available online, and only in limited circumstances will we write to you by post. Because of this, you must give us a valid email address, and inform us if you wish to change the email address you have provided. Please check your spam filters to ensure HedgehogInsurance.com emails can be received.

### Post

If you have chosen to receive your policy documents and Certificate of Motor Insurance in the post we will communicate with you in writing by post.

### Renewal

To make renewal easier for you, we will invite renewal using your chosen method of receiving documentation.

## What to do if you have a complaint

We aim to provide you with the best possible service. However, we accept that occasionally things go wrong. If you are unhappy with the service you have received, please contact us, and we will do our best to resolve your complaint fairly and as quickly as possible.

If you have a complaint, please email us at [complaint@hedgehoginsurance.com](mailto:complaint@hedgehoginsurance.com) or go to [www.hedgehoginsurance.com](http://www.hedgehoginsurance.com) where you can complete a complaints form.

If we have given you a final response and you are still unhappy, or if more than eight weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service. You can find out more about this by visiting the FOS website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If your complaint relates to insurance purchased from us via electronic means (e.g. on-line or via email or mobile 'phone) then you are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify FOS on your behalf.

## Data Protection

We are committed to ensuring that your personal information is protected. For details about how we use your personal information please refer to our Privacy Notice which is available at [www.Hedgehoginsurance.com](http://www.Hedgehoginsurance.com)

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our liabilities you may be entitled to compensation under this scheme. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk)

## Law and Jurisdiction

This Agreement 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 this Agreement we both irrevocably submit to the exclusive jurisdiction of the English courts.