

hedgehog

Terms of business

Hedgehog

Hedgehog is an insurance intermediary authorised and regulated by the Gibraltar Financial Services Commission, (permission number 23626), and subject to limited regulation by the Financial Conduct Authority (FCA) under registration number 845706. You can check this information on the Financial Services Register by visiting the FCA's website at <u>https://register.fca.org.uk/</u> 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 online only 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 cover products.
- Arc Legal Assistance Limited on behalf of AmTrust Europe Limited for Windscreen
 Cover and Enhanced Personal Accident products.
- Royal & Sun Alliance for **Replacement Car Plus** product.
- Inter Partner Assistance SA (AXA Assistance) for **Enhanced Key Cover** product; and
- Allianz Insurance plc for Legal Care product.

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

When purchasing cover with Hedgehog, you give us continuous payment authority. 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 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 the agreement at any time by contacting us or amending the setting in the portal.

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

If you wish to pay your annual premium by instalments, we will pass you over to our sister company, Rostella Limited, which is authorised and regulated by the FCA as a credit broker in the UK.

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 may 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)	£15
Cancellation fees (apply whether or not policy cover has started, including within the	
 first 14 days of purchase): Cancellation by you, within 14 days from the purchase date of your policy 	£50
 Cancellation by you, after 14 days from the purchase date of your policy 	£60
 Cancellation by us when you fail to provide documents within the timescale/s 	200
requested, for example, proof of no claims discount or driving licence	£75
• Cancellation by us if we discover that the information you gave us when you took	
out a policy was inaccurate or incomplete	£75
Cancellation by us for any other reason, within 14 days from the purchase date of	650
 your policy Cancellation by us for any other reason, after 14 days from the purchase date of 	£50
your policy	£60
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.	£30
 Change of vehicle or driver Notification of new claims or convictions which occur after inception date 	Free
 Notification of a new medical condition 	Free
Change of occupation	Free
Change of name/marital status	£10
All other changes	£30
Other Charges:	
• If we need to make a referral to a Debt Collection Agency to collect outstanding	
premiums	£20

Mid-term adjustments

If you make a change to your policy and an additional premium is due, this must be paid to us for the change to take effect. All requested changes will expire within 24hrs of the requested effective date if they are not purchased.

All change requests are recorded and can lead to your policy being invalidated if a claim is made and the change has not been purchased.

In the event you request a change to the policy that is outside of the coverage/underwriting acceptance criteria we may be unable to continue the cover. In such cases the cancellation fee does apply.

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 or stop making payments which are due under your premium finance arrangements, 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.

Refunds

When a refund is due, we will return this to the original payment source within a maximum of 14 working days of the policy cancellation. If you have made a claim (fault or non-fault) and the policy is cancelled, no refund of premium will be due.

Automatic renewal

To make renewal easier for you, your policy will be renewed automatically using the payment details you have previously given. You can switch off this option in the Your Account customer portal via <u>www.hedgehoginsurance.com/login</u>.

We will only automatically renew your policy after issuing you with a renewal notice approximately 28 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, the finance provider will contact you separately with details of your new instalment arrangements.

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 <u>www.hedgehoginsurance.com</u> 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 <u>complaint@hedgehoginsurance.com</u> or go to <u>www.hedgehoginsurance.com</u> 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

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 <u>www.hedgehoginsurance.com</u>

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 <u>www.fscs.org.uk</u>

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.