

# Europa Group Limited - Terms of Business

Our Terms of Business are very important and should be read in conjunction with all your policy documents

## 1. Who regulates us?

Motorcycle Direct is a trading style of Europa Group Limited. One Quote Direct is an appointed representative of Europa Group Limited, Europa House, Midland Way, Thornbury, Bristol BS35 2JX which is authorised and regulated by the Financial Services Authority. Europa Group Limited's FSA Register number is 309794. Europa Group Limited's permitted business is the arranging of general insurance, including motor insurance policies and other related insurances. You can check this on the FSA's Register by contacting them on 0845 606 1234 or by visiting their website [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/).

## 2. Are we covered by the Financial Services Compensation Scheme?

Europa Group Limited and the Insurers are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or you can telephone 0207 892 7300.

## 3. Whose products do we offer?

Europa Group Limited use different trading names to reflect its various products, and have appointed representatives, such as One Quote Direct Insurance Services Limited. These Terms of Business apply to all clients of Europa Group Limited and its appointed representatives. We offer products from a wide range of insurers and other intermediaries for Private Car, Goods Vehicle, Household and Motor Cycle Insurance. We offer products from a single insurer for Caravan Insurance, and optional covers that are in addition to your main insurance policy.

## 4. What will you have to pay us for this service?

Once a policy has been set up in accordance with your instructions, we will retain that part of the quoted premium that represents our commission and fees, regardless of any specific changes or cancellation that you request. This applies if you cancel prior to cover taking effect (except where cancellation has been requested under the Cooling Off Rules)

Additionally, if we undertake processing work in making a mid-term change or correction or cancelling the policy, we may make an administration charge to cover the work involved. This administration charge will be up to £50 for all mid-term changes, adjustments, alterations, corrections, cancellations, copy policies or duplicate duplicate documentation, and renewal transactions. These amounts are in addition to any charge imposed by your insurer. A charge of up to £20 may be made to set up or renew a direct debit agreement. Payment made by credit cards may incur an additional surcharge of 2%.

## 5. What is your duty of disclosure?

You must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. You must provide all information relating to the risk, whether favourable or not, which would influence the judgement of a prudent insurer in determining whether they will take the risk and if so, for what premium and on what terms. Any failure to disclose facts material to the insurance or any inaccuracies in your answers could result in all or part of a claim not being paid or the policy being cancelled or voided. If in doubt as to whether a fact is material, you should disclose it and then ask for guidance.

## 6. Is there a 'cooling off' period?

Please refer to your policy booklet for full details. Any refund will be subject to a charge for the period of cover you have received, plus our administration charge up to £50, except where cover has not commenced

prior to the end of this 14 day period, in which case, you will be entitled to a full refund of the premium that you have paid less our administration charge of up to £50.

## 7. What to do if you wish to cancel

In addition to your rights under the 'Cooling Off' Period, you also have the right to cancel your policy at any time during the period of cover. Please refer to your policy booklet for full details of the insurer charges. If you wish to cancel your policy, you must send us your current certificate of insurance (for motor insurance) with a letter saying that you want to cancel your policy. It is important to remember that cancelling your direct debit does not cancel your policy.

We, the insurer or any agent appointed by us and acting with our specific authority may cancel this policy by sending you a 7 day notice of cancellation to your last known address (and in the case of Northern Ireland to the DVLNI). Provided that no claims have occurred during the current period of insurance we will calculate the premium for the period of cover and refund any balance, less our administration charges.

If your policy contains any optional covers, which are separate contracts that run concurrently with your policy, these and our commission will be excluded from any refund calculations.

You are always advised to discuss with us the likely refund before deciding to cancel.

## 8. How to make a claim

In the event of an accident or incident occurring which may give rise to a claim under your policy, you should notify us as soon as possible. However we do not settle claims on behalf of insurers.

Please note that after a claim, insurers do not allow any refund of premium and certain insurers will cancel the policy following a total loss claim. Any direct debit payments must be maintained in full and continue until the premiums are paid in full.

If you are involved in an accident and sustain an injury we may assist you by passing your details on to a firm of solicitors who pay us a monthly retainer.

## 9. What happens at renewal?

In accepting a quotation you give your consent for us to search our panel of insurers for any future renewal terms. We will endeavour to find you the most competitive premium and advise you in adequate time via and/or e-mail.

At renewal, for your convenience and protection we may automatically continue your insurance policy plus any optional covers. However, we do not guarantee to renew the policy and we will not be able to do so if payment fails to be authorised.

Notification of our intention to renew the policy automatically will be advised to you on the renewal invitation.

If payment is made by monthly instalments, then the direct debit payments will continue. If originally paid in full, then payment will be taken from your Debit / Credit card. If no notification is shown on the renewal invitation, or if payment fails to be authorised, then your policy will not automatically renew and you will need to contact us prior to your renewal date to renew the policy.

## 10. Payment of Premiums (including direct debits)

Unless otherwise agreed, all premiums are payable on demand and cover will only be effective from the time payment is received. We reserve the right to cancel or lapse cover where payments are not received by their due dates. Premium Credit Limited (PCL) is the sole provider of loans to pay the annual premium by instalments.

If you choose to pay by instalments, your personal information and the bank details you provide will be passed to PCL. In assessing your application for credit PCL will search public information that a credit reference agency holds about you. The credit reference agency will add details of the search and your application

## 10. Payment of Premiums (including direct debits) continued

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, PCL will send you a welcome pack detailing their full terms and conditions and commence collection of your instalments. A credit agreement will be included for you to sign and return. PCL may begin collecting your direct debits before you return your signed agreement to pay for any insurance you are receiving.

If you have any questions about your instalments, contact PCL on 0844 736 9836. On renewal of your insurance policy we will continue to pass your details to PCL unless you instruct us otherwise.

Premium Credit Limited will tell us if you fail to make payment by direct debit under the terms of your credit agreement or if you end the credit agreement. This may result in your policy being cancelled. Any refund of premium which may be made by the insurer will be paid to Premium Credit Limited, if any money is owed to them under your credit agreement, or, if we have already paid them, used to offset our costs.

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

## 11. Collection of outstanding payments

The balance of any outstanding premium shall, at any time, be payable in full or in part, on demand, by Europa Group Limited in writing. If, within 7 calendar days of giving notice you fail to respond to our letter, we will endeavour to collect any outstanding payments owed from your debit/credit card if we hold the details.

Failing this we reserve the right to pass the debt to our Debt Collection Agency. Any costs that they may incur in the recovery of the debt will be added to the amount outstanding.

## 12. What to do if you have a complaint?

Our aim is to provide you with a first class standard of service at all times. If you feel that we have not met your expectations then please contact us straight away on 0844 879 7651 and we will endeavour to resolve any issues as soon as possible.

If you are not satisfied by our initial response then you should contact, The Compliance Manager, Europa Group Limited, Europa House, Midland Way, Thornbury, BS35 2JX. Tel no: 01454 423233. E-mail: [compliance@europa-group.co.uk](mailto:compliance@europa-group.co.uk). The Compliance Manager is responsible for monitoring the quality of our service and will ensure that your complaint is dealt with correctly. We will acknowledge receipt of your complaint promptly and inform you of who is dealing with your complaint. We will keep you fully informed and explain the current position of your complaint and provide you with an indication as to when we expect to provide our final response.

If your complaint relates to the insurer or the insurance policy then please refer to your policy booklet. If you remain dissatisfied, you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS).

## 13. Are we covered by the Financial Ombudsman Service?

Europa Group Limited is covered by the Financial Ombudsman Service (FOS). The FOS can be contacted at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR Tel No: 0845 080 1800 Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). The Ombudsman will only deal with your complaint after you have given us/your insurer the opportunity to resolve it. Any decision made by FOS is only binding on the insurers and Europa Group Limited. You remain free to take legal action in court.

## 14. Data Protection

For Data Protection Act purposes, Europa Group Limited will hold and process your personal data for insurance administration and for the marketing of our own and other related products. For these purposes,

the information may also be passed to selected third parties. All personal data supplied must be accurate and you must have the specific consent of those other persons insured to disclose their personal data.

Information relating to your insurance policy will be added to the Motor Insurance Database ('MID') managed by the Motor Insurers' Bureau ('MIB') and the data stored on it may be 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:

1. Electronic Licensing;
2. Continuous Insurance Enforcement;
3. Law Enforcement (prevention, detection, apprehension and/or prosecution of offenders), and
4. The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), 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](http://www.askmid.com).

You can find more about this from us, or at [www.mib.org.uk](http://www.mib.org.uk).

Insurers share information with each other via the Claims and Underwriting Exchange Register and the Motor Insurance Anti Fraud & Theft Register to aid the prevention of fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the registers.

To make sure you get our best deal and to ascertain the most appropriate payment options for you we use public and personal data from a variety of sources, including a credit reference agency and other organisations. Our search will appear on your credit report whether or not your application proceeds.

Europa Group Limited is registered with the Information Commissioner as a Data Controller and Processor. We will abide by the stated principles of the Data Protection Act at all times. These can be viewed on the Information Commissioners website [www.ico.gov.uk](http://www.ico.gov.uk).

Under the Data Protection Act you are entitled to request a copy of the personal data that we hold about you by writing to the Data Protection Officer, Europa Group Limited, Europa House, Midland Way, Thornbury, BS35 2JX. There is a £10 fee payable in respect of each data request.

For our joint protection telephone calls may be recorded and monitored.

## 15. Which service will we provide for you?

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

## 16. Demands and Needs Statement

Europa Group will communicate information clearly and fairly to ensure you are in possession of all the information you need to make a fully informed decision about your insurance. This product meets the demands and needs of those who wish to ensure that in the event of being involved in a motor accident, claims against them by third parties for personal injury or damage to property during the policy term will be met. Cover may be extended to include fire, theft and accidental damage to the insured vehicle. Europa group will explain the relevance of any exclusions, excesses, limitations or conditions in the contract but will not make a personal recommendation based on the suitability of the policy to individual circumstances.