

Terms and conditions of business

AutoSaint is a trading name of Fresh Insurance Services Group Ltd (Fresh). These Terms of Business are to be read in conjunction with the [Telematics Terms and Conditions](#) for your insurer (if a telematics device is a condition of your policy), our [Privacy Policy](#) as well as your insurer's Policy Wording, Insurance Product Information Document (IPID), Schedule and Statement of Facts.

If a telematics box has been installed, you must show these Terms of Business and the [Telematics Terms and Conditions](#) to anyone who may drive the vehicle. Anyone who drives your vehicle must be aware that the movements of the vehicle will be tracked and their driving will impact your driving scores or potentially result in cancellation of the policy if the terms are not adhered to.

Regulation

1. Who authorises and regulates us?

Fresh Insurance Services Group Ltd of Ladybird Suite, Burnt Meadow Road, North Moons Moat, Redditch, B98 9PA is authorised and regulated by the Financial Conduct Authority. Our registration number is 306202. This may be verified on Financial Services Register by visiting the FCA's website, [here](#) (<https://register.fca.org.uk>) or by contacting the FCA on 0800 111 6768.

2. Which services will we provide you with?

We are an insurance intermediary, otherwise known as an insurance broker. 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.

o Whose products do we offer?

We offer products from a panel of insurers for private motor insurance products. We offer these policies from the following insurance providers: Ageas Insurance Ltd, Aviva Insurance Limited, Covea Insurance plc, Highway Insurance Company Ltd, Markerstudy Insurance Company Ltd, Sabre Insurance Company Ltd and Zenith Insurance PLC. In addition, we offer optional additional policies from single insurers. These include: Platinum Legal Cover from Financial and Legal Insurance Company Limited, Windscreen Cover from Windscreen Insurance Services Ltd, Excess Protection and Key Cover from Astrenska Insurance Limited and Breakdown Cover from AM Trust. If you do not opt to take our Platinum Legal Cover, our Bronze Accident Management Service is provided free of charge as standard with all motor vehicle policies and is provided by Winns Solicitors Ltd - this product is not regulated by the FCA, or covered under the FOS or the FSCS.

3. Who do we act for?

We act as your agent for sourcing and placing insurance business and in the event of you notifying a claim to us. We will act as the insurer's agent for the purposes of cancelling the policy, collecting or refunding premiums or as otherwise informed.

4. What to do if you have a complaint?

We aim to provide excellent service to all our customers, but occasionally things can go wrong. If this happens please let us know so we can do everything we can to put it right. If you wish to make a complaint, please contact us via email at autosaintcs@fresh.co.uk, by telephone on 0344 557 8401 or by writing to Complaints Department, Fresh Insurance Services Group Ltd, Ladybird Suite, Burnt Meadow Road, North Moons Moat, Redditch, B98 9PA. If you cannot settle your complaint with us, you may be entitled to refer it, free of charge, to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). Full details of our complaint handling procedures are available upon request.

5. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about the compensation scheme is available from the Financial Services Compensation Scheme.

Autosaint Box Installation

Our policies may require the installation of a telematics box that will monitor your driving. You will be told prior to purchasing your policy whether a telematics box is required. If it is, the device must be fitted within 14 DAYS of the

cover commencing otherwise the policy will be cancelled. Full details of this can be found in our [Telematics Terms and Conditions](#) and our [Privacy Policy](#). If you have a telematics device fitted to the vehicle already, it may be possible for us to reinstate this for use with your Autosaint policy. If this is the case, reinstatement can occur immediately following inception of your insurance.

Fees & Charges

Our professional fees are as follows – all of these are separate and in addition to any insurance premium, insurer charges, premium finance or interest charges:

Type Of Charge	Amount
Arranging a new policy or renewing an existing policy	£60
Change of vehicle registration	£20
Other mid-term alteration to your policy (includes change of address, change of cover, purchase of additional mileage etc.)	£65 See also Instalment Payments below.
Failure to provide required documentation within 14 days of request	£25 to cover additional administration costs
Cancellation fee within first 14 days or before the policy starts (see below if your vehicle is currently in a police compound)	£55 *(validation admin fee may also apply) Fee waived if you replace the policy with another through us.
Cancellation fee from day 15 onwards (see below if your vehicle is currently in a police compound)	£75 *(validation admin fee may also apply). We will also retain commission at a rate of 10% of any returned (refunded) premium, as the insurer will reclaim this from us. For example if the returned premium is £500 we will retain an additional £50. Charges waived if you replace the policy with another through us.
Validation administration charge - if cancellation* or a mid-term alteration to the policy is necessary due to misrepresentation, non-disclosure or inability to validate information provided.	Additional fee of £25 (fee is payable once per policy)
Provision of duplicate hard copy documents	£15 to cover administrative costs, printing and postage
Dishonoured payment administration fee	£12.50 (charged if we handle a payment to Premium Credit Ltd or we issue a second payment reminder letter.)
Debt collection admin fee	£45 (charged where we have to pass your account to a debt collection agency)

Fees and Charges relating to the AutoSaint Box

Type Of Charge	Amount
Cost of installing AutoSaint Box and/or initiating the data feed. Ownership of the AutoSaint Box remains with our service partner. If you have a telematics box fitted to your vehicle already and this can be reactivated for use with Autosaint, this charge will apply for initiation of the data feed when you move over to us. These charges are non-refundable once the data feed has been initiated / the box has been fitted or after 14 days of the cover commencing.	£185 for new policies. £170 where a change of vehicle requires new box OR box is fitted after passing driving test.
Removal of the AutoSaint Box from your vehicle (Only possible if the insurance policy is no longer in force)	£80
Failure to attend or cancellation of installation appointment	£62.50
AutoSaint Box data charge (only payable at renewal)	£62.50 non refundable

Cancellation of the Policy

If you wish to cancel your policy please telephone our Customer Services Department on 0344 557 8401 or email autosaintcs@fresh.co.uk in the first instance. They will advise you of the process required for your insurer or can help you look for alternative cover if appropriate. Cancelling your instalment plan DOES NOT cancel your policy, and the payments made to date are unlikely to cover costs in the event of cancellation. Any remaining balance can be cleared in one payment or you must continue with the instalments until it is cleared. We will withhold proof of any no

claims bonus until the balance is paid. Cancellation fees and costs apply whether the policy is cancelled by you or us, regardless of reason. If there has been ANY claim, the full premium will be payable with no refund due. Refunds of less than £10 will be retained by us due to the administrative cost of returning these. If there is any premium refund due back to you, we will process this refund at the time the policy is cancelled. However, if there has been a claim on the policy that we were unaware of at the time of issuing, you will need to repay any refund given. We may communicate any cancellations by email, so please ensure the email address you provide us with is correct and kept up to date. Optional add-ons are also cancelled if the main motor policy is cancelled.

- **Within the first 14 days or before the policy starts**

You have the right to cancel within 14 days of when you purchase your new policy, or from when you receive your policy documents, whichever is later, and within 14 days of the renewal date for renewed policies. The insurers will pay a pro-rata refund of premium, subject to a minimum charge, and we will refund any policy set-up charges. Our cancellation charges as noted above will apply. Fees noted above relating to the AutoSaint Box may also apply.

- **Day 15 onwards**

There will be a charge for the time you have been covered by your insurance. Full details of this can be found in your policy booklet. We will then refund any amount we owe to you after deduction of our fees. Our cancellation charges as noted above will apply. Fees noted above relating to the AutoSaint Box may also apply. Premiums for optional add-on products such as Breakdown Cover, our Platinum Legal Cover and Key Cover are non-refundable after the 14 day cooling-off period.

Young and inexperienced drivers

If you are aged under 25, or have held a full UK/EU Driving Licence for less than 12 months then additional excesses will apply. Please refer to your policy booklet for full details.

Markerstudy Policies ONLY – You may receive a discount where you have recently passed your driving test but have owned your car for 60 days or more and had insured this whilst holding a provisional licence. We may have to remove this discount if we subsequently establish that you do not meet the insurer's criteria.

Documentation

You may be asked to provide documentation following the purchase of your policy. We may require - proof of no claims bonus, a copy of your or a named driver's driving licence, driving licence check codes for anyone named on the policy, proof of ownership of the vehicle or any other applicable documentation. This may be requested at any time during your policy period. Failure to provide requested documentation could result in additional fees and/or premium being due, or cancellation of your policy.

Instalment payments

It is possible for us to arrange finance as a method of paying for your premium. In these circumstances we act as a credit broker in arranging this finance. Credit is provided by Premium Credit Ltd who we deal with exclusively and is provided subject to status. We will receive a commission from Premium Credit for referring you to them – details are available upon request. A credit search will be run as part of your application. If your application for credit is declined the premium will become payable in full. Premium Credit will send you a credit agreement, you must sign this to prevent a £10 charge being added, so just remember to do that when you receive it. You can set up a Premium Credit account online or download the 'My Premium Credit' app to do this.

Once credit has been provided, if you do not keep up with your repayments you may incur further charges and the credit agreement and insurance policy may be cancelled. This may also be recorded on your credit file and could affect future applications for finance. If your policy renews at the end of the policy period a new credit check will be run to assess your suitability for finance prior to your renewal date.

You may contact us to cancel your credit agreement without penalty within the first 14 days, but the insurance premium will become immediately payable in full. If possible, we will add any additional costs or charges incurred throughout the policy to your monthly instalments. However, if we cannot do so for whatever reason, these must be paid at the time of the change. Charges incurred within the first 14 days will normally be debited from the card used to pay your initial deposit. In the event of a claim your FULL premium must be paid along with any charges incurred so you instalments MUST continue to be paid unless you make alternative arrangements. If you default on your credit agreement and the contract is cancelled, any outstanding balance will be owed to Fresh, rather than Premium Credit Ltd.

How we are paid

When you take out or renew a policy with us or make a change to an existing policy, we charge you a fee for the

services we provide as detailed above. In addition, the insurer pays us commission after the policy starts, which is a percentage of the annual premium. Details on this commission are available upon request. If your insurer is Aviva, they will also calculate the profits made on the policies we sell on an annual basis and may make a payment to us based on this profitability. We may also receive a marketing allowance in relation to the number of motor legal expenses policies sold.

Referrals from other brokers

We may make a payment to any referring broker if you take a policy out with us. This will not affect your premium. Details are available upon request.

No Claims Bonus Protection (where available)

No claims bonus is applied as a percentage discount to your insurance premium. In protecting your no claims bonus you are protecting this percentage discount, not the overall price of the policy. Should you make a claim against your policy whilst no claims protection is in force, your renewal price may still increase.

Protecting your money

We hold your premium (payment or refund) in a trust account as agents of the insurer. It is considered as being held by the insurer whilst in this account – this is known as ‘risk transfer’. While it is in the account, your money cannot be used for any purpose other than paying the insurers or any brokers through whom we may have arranged your insurance, or in the case of premium refunds, returning the money to you. Any interest earned on the account is retained by us.

Accuracy of information

You must provide us with honest and accurate information to the questions we ask and inform us of any changes to the information previously supplied. If you withhold information or answer questions dishonestly you may have your cover reduced, be charged a higher premium, have your policy cancelled or voided and any claims may not be paid.

Continuing payments

By accepting these terms and conditions you (or the cardholder if this is not you) also agree that we may retain the card details and use these to take any additional premiums, cost or charges relating to the policy, or automatic renewals if applicable, until you state otherwise. This will apply even if the card does not belong to you. You will always be informed before we try to take any funds from the card so you must make sure the cardholder is informed if they are a third party.

Renewal of your policy

We will inform you if we are able to offer automatic renewal and we may renew your policy automatically each year unless you request otherwise. If you are paying by monthly instalments, your finance company will issue a new agreement and will then continue to collect direct debits from your account. If the direct debit fails we may need to debit the card from which the original deposit was taken to ensure continuity of cover. If you paid in full we will collect the renewal premium from the same card. You will receive a renewal invitation from us and this will normally be issued 21 days prior to your renewal date. To ensure your payment processes correctly we will debit cards seven days before renewal unless you advise us otherwise. Insurers do not provide a period of grace to renew your policy. If we are not able to offer an automatic renewal, your renewal invite will state this and you must contact us in good time prior to your renewal to ensure continuous cover is in force.

Privacy Policy & Use of Driving Licence Data

Your details will be held on our system to assist with the administration of your policy and will also be passed to your insurers. We and they may share it with other insurers and fraud prevention agencies including the police and credit reference agencies. We and other organisations may also search these agencies and databases to help make decisions about the provision and administration of insurance, credit and related services for you and members of your household; trace debtors or beneficiaries; recover debt; prevent fraud; manage your accounts or insurance policies and check your identity in order to offer you the most competitive premium.

If you and/or any named driver provide us with your Driving Licence Number(s) (DLN), you/they consent to us accessing information about the licence status, entitlements and restrictions and any endorsements/convictions from the DVLA both now and at renewal. This information will ONLY be used by us or passed to authorised third parties for the administration of your insurance policy. For information about driving licence data please visit [here](https://www.gov.uk/view-driving-licence). (<https://www.gov.uk/view-driving-licence>)

Full details of what data we hold about you and how this is used can be found in our [Privacy Policy](#) which should be read in conjunction with this document. By accepting this Terms of Business you also accept our [Privacy Policy](#), by clicking the links noted previously or upon request.

What data is captured by the AutoSaint Box and how will we and the insurer use this?

The AutoSaint Box will record information about how, where and when the vehicle is driven from the date it is installed. Full details of what data is captured and how this is used can be found in our [Privacy Policy](#) which should be read in conjunction with this document.

Governing law

The laws of England and Wales govern this agreement and any dispute is subject to the jurisdiction of the English courts