

**Terms of Business Agreement (TOBA)**

***Who regulates us?***

Collingwood Insurance Services (UK) Limited are authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates financial services.

Our permitted business is that of an insurance intermediary arranging contracts of general insurance on behalf of the insurer, Collingwood Insurance Company Limited. You can check this on the FCA's register by visiting the FCA website <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

***Insurance Premiums***

We will hold money received from you, or paid on your behalf, in a separate account until due for payment to the Insurers in accordance with their terms of business and also regulatory requirements. Money due to you from the Insurers will be held under the same arrangements.

Full risk transfer is granted to CISL in relation to the receipt of, holding of and the refund of premiums.

Interest which may be earned on any money held in the account will be retained by us.

***Which companies do we deal with?***

We have chosen to deal with the following companies:

- Collingwood Insurance Company Limited for Collingwood Learner Driver Motor Insurance policy.
- Coplus Limited and Astrenska Limited for Accidental Death Benefit and Personal Accident cover
- Coplus Limited and Astrenska Limited for Excess Protection Cover
- Collingwood Insurance Company Limited for Key Cover
- We use Astrenska Insurance for vehicle breakdown cover
- For a Claims Assist Service we use Winn Solicitors
- Hamilton Internet Services Limited for processing MOT reminders on our behalf

If we are requested to cancel a policy on your Insurers behalf, we will be acting as agent for the Insurer.

***What service do we provide?***

Your Learner Driver Motor Insurance policy meets the needs of a private motor vehicle driver requiring the chosen level of insurance cover for their own or another person's vehicle whilst receiving accompanied driving tuition (policy conditions apply).

You will not receive advice or a recommendation from us. We may ask some questions to assess your suitability for a product, but you will then need to make your own choice about how to proceed.

We provide the following optional extras:

- Breakdown Cover is underwritten by Astrenska Insurance offering four levels of cover including Roadside Assistance, Relay, Home Start with local and/or national coverage.
- Accidental Death Benefit and Personal Accident policy will pay a benefit to the insured in the event of loss, death or bodily injury caused by a road traffic accident whilst driving or travelling in the insured vehicle.
- Excess Protection Cover covers the policyholder and named driver (as specified on the motor insurance certificate) to recover some or all of the Excess as per the policy schedule in the event this is unable to be recovered from a liable third party.
- Claims Assist Service, provided by Winn Solicitors, will help protect you should you need to pursue your legal rights following a non-fault road traffic accident; benefits include pursuing a claim for death or personal injury, recovering uninsured losses and legal advice (terms, conditions and success fee apply).
- Key cover provides you with up to £500 towards the replacement of a car key or replacement locks.

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

Our intermediary fees, which are non-refundable, are provided below:

If you are paying monthly, please check your payment schedule for a breakdown of your terms.

1. New Business and Renewal Insurance services processing Fee	£70.00
2. Insurance services monthly administration Fee (administration fee when paying for the policy by monthly automatic card payment option)	£3.00
3. Card processing fee (all card payments)	£0.00
4. Mid-term adjustment fee	£35.00
5. Cancellation Fee	£40.00
6. Hard copy of policy documentation	£35.00

### ***Remuneration***

When you take out a policy with CISL, we charge you a non-refundable new business and renewal processing fee of £70.00. In addition, the insurer, Collingwood Insurance Company Limited pays us an administration fee and commission after the policy starts.

CISL incentivise its staff members to drive internal performance. The schemes that staff are eligible to participate in are driven by their quality performance, their adherence to the six TCF outcomes and the volume of untargeted sales each staff member achieves.

At no point do CISL incentivise the sale of add-ons amongst its staff members.

## ***Data Protection***

Information we hold about you will be treated as confidential. We will use and disclose the information we have about you for the following purposes:

- to identify you when you contact us;
- to administer the accounts, services or products you may have with us or selected partners from time to time;
- in dealing with your insurers and to help prevent fraud or loss. If you provide false or inaccurate information to us and we suspect fraud, we will record this and may share it with other people and organisations. We, and other credit and insurance organisations, may use technology to detect and prevent fraud;
- to carry out marketing analysis and customer profiling, conduct research and create statistical and testing information;
- to inform you, any person authorised to act on your behalf or individuals for whom you have supplied data of other products or services available from us which may be of interest (unless you have asked us not to do so)
- we, or your insurer, may allow carefully chosen affiliates or partners to use information held about you or any person for whom you have supplied data, for the purpose of providing services it is felt may be of interest and which are available from such a partner (unless you have asked us not to do so).
- we or carefully selected partners with whom we have shared data may contact you, any person authorised to act on your behalf or individuals for whom you have supplied data by mail, email, telephone, text or multimedia messages about other products and services (unless you have asked us not to do so).

Communications with you (including phone conversations and emails) may be monitored and recorded for quality assurance and compliance purposes.

We may pass information about you as well as your payment record with us to credit agencies for the purpose of arranging payments by instalments.

Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in this document and that they have not objected to such use of their personal information. Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in this document.

Should you require details of those credit and fraud prevention agencies from which we may obtain and with whom we may record information about you, or you wish to discuss any matter regarding use of your data, please write to our Head of Risk & Compliance at Collingwood House, Redburn Court, Earl Grey Way, North Shields, NE29 6AR.

## ***Paying for your policy by Monthly Automatic Card Payment?***

If you make your monthly insurance premium payments by monthly automatic card payment we will send you a payment schedule confirming your monthly payment dates, if you fail to meet a scheduled payment your policy will cancel.

### ***Treating Customer's Fairly (TCF)***

TCF is at the forefront of our business, we will give you clear information helping you to fully understand the features, benefits and costs of your motor insurance and keep you informed before, during and after the point of sale.

### ***What to do if you have a complaint***

If you wish to register a complaint please contact us:

**By Phone:** 0345 470 0014

**In writing:** Collingwood Learners, Collingwood Insurance Services (UK) Ltd, Collingwood House, Redburn Court, Earl Grey Way, North Shields, NE29 6AR. Please quote the type of insurance cover you hold and your policy number.

We will write to acknowledge your complaint promptly and a full written response will be provided within 8 weeks, unless a full response is possible immediately.

If you cannot settle your complaint with us or do not provide a full response within 8 weeks, you may be entitled to refer it to the Financial Ombudsman Service by contacting: Financial Ombudsman Service, Exchange Tower, London, E14 9SR, telephoning: 0800 023 4567 or visiting [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### ***Are we covered by the Financial Services Compensation Scheme (FSCS)?***

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance arranging is covered for 90% of the claim, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim with no upper limit.

You can learn more about this scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 020 7892 7300.