

## Terms of Business – Ladybird Insurance

Ladybird Terms of Business 20201001 IDD v1.8

Ladybird is a trading name of Fresh Insurance Services Group LTD (Fresh). These Terms of Business are to be read in conjunction with our [Privacy Policy](#), your insurer’s Policy Wording, Insurance Product Information Document (IPID), Schedule and Statement of Fact.

**IMPORTANT** - If the policy has been purchased online, we must speak with you to validate the details you entered via the website within SEVEN days of purchase. If we are unable to speak with you during this time, the policy will be cancelled. If, following these validation checks, it transpires that you have entered your details online incorrectly, you may have to pay an additional premium or the policy could be cancelled. If your policy is cancelled our cancellation charges will be incurred as detailed below. Please also note below there may be an increased excess applicable for young or inexperienced drivers.

### Regulation

- I. **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 \(https://register.fca.org.uk\)](https://register.fca.org.uk) or by contacting the FCA on 0800 111 6768.
  
- II. **What 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.
  
- III. **Whose products do we offer?**  
We offer products from a panel of insurers for private motor and commercial vehicle insurance products from the following providers. Ageas Insurance Ltd, Aviva Insurance Ltd, Axa Insurance UK plc, Covea Insurance plc, Highway Insurance Company Ltd, Gefion Insurance A/S, Liverpool Victoria Insurance Company Limited, certain syndicates at Lloyds of London, Markerstudy Insurance Company Ltd, Mulsanne Insurance Company Limited, Accredited Insurance (Europe) Ltd, Sabre Insurance Company Ltd, Southern Rock Insurance Company, Tradewise Insurance Company Ltd, UK Insurance Ltd, Zenith Insurance plc and Zurich Insurance plc.  
  
In addition, we offer optional additional policies from single insurers. These include: Platinum Legal Cover from Financial and Legal Insurance Company Limited, Breakdown Cover from AmTrust Europe Limited, Windscreen Cover from Windscreen Insurance Services Ltd and Key Cover, Replacement Vehicle and Excess Protection from Astrenska Insurance Limited. 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.
  
- IV. **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.
  
- V. **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 [documents@ladybirdinsurance.co.uk](mailto:documents@ladybirdinsurance.co.uk) by telephone on 0344 557 8400 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 resolve your complaint with us, you may be entitled to refer it, free of charge, to the Financial Ombudsman Service ([www.Financial-ombudsman.org.uk](http://www.Financial-ombudsman.org.uk)). Full details of our complaint handling procedures are available upon request.
  
- VI. **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.

### Fees & Charges

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

Arranging a new policy or renewing an existing policy	£60
Change of vehicle registration	£20
Mid-Term Alteration to your policy (includes change of address, change of cover, purchase of additional mileage etc.)	£65 See also <b>Instalment Payments</b> below.
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 charge of £25 (fee is payable once per policy)
Dishonoured payment administration charge	£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)
Failure to provide required documentation within 14 days of request	£25 to cover additional administration costs
Provision of duplicate hard copy documents	£15 to cover administrative costs, printing and postage
Contacting your previous insurer on your behalf to verify your level of no claims bonus	£15 to cover administrative costs
Cancellation charge 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)
Cancellation charge 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.

### **Cancellation of your Policy**

If you wish to cancel your policy please telephone our Customer Services Department on 0344 557 8400 or email [documents@Ladybirdinsurance.co.uk](mailto:documents@Ladybirdinsurance.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 repaid. 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 or potential loss the full premium will be payable with no refund due – please refer to your policy booklet. Refunds of less than £10 will be retained by us due to the administrative cost of returning these. Optional add-ons are also cancelled if the main motor policy is cancelled. 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. If you are taking insurance to release a vehicle from a police compound then our cancellation fee is increased by £30 to cover the additional administrative costs involved with these policies.

#### **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. We will deduct a cancellation charge as noted in the table above.

#### **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. We will charge our cancellation charge and reclaim our commission as noted in the table above. 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.

### **If you have purchased a policy whilst holding a provisional license**

Your current insurance policy will be invalid once you have passed your test. You must contact us once you have passed your test to arrange cancellation or to take out an alternative policy. You must not use your vehicle until you have adequate insurance cover.

### **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. If you purchase your policy over the phone with us, please refer to your policy booklet for full details.

If you are intending to purchase your policy online and are aged 18-20, your excess will be increased by £300. If you are aged 20–24 your excess will be increased by £200.

### **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. 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 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. In the event of a claim, instalments MUST continue to be paid until the FULL premium and charges have been settled. 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 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 which is a percentage of the annual premium after the policy starts. Details on this commission are available upon request. If your insurer is Aviva, they will 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'. Whilst 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 or have your policy cancelled or voided and any claims may not be paid.

### **Your Duty of Fair Presentation (Commercial Vehicle Policyholders only)**

You are required to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This may require you to obtain information from senior staff within your organisation, other parties to whom the insurance relates or who undertake any outsourced functions for your business (e.g. solicitors, accountants etc.) You must disclose every material circumstance which you know or ought to know may affect the insurance cover. Failing this you must disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that information provided is correct to the best of your knowledge and representations must be made in good faith. If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied or a claim may be refused or reduced. In some cases this could result in your policy being declared void by an insurer and if there has been a deliberate or reckless breach there will be no refund of premium. Please ask if you require clarification.

#### **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 [gov.uk/view-driving-licence](http://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](#) which is available online at by clicking the links noted previously or upon request.

#### **Governing law**

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