# Better Driver by Carrot Insurance Terms of Business Agreement

#### 1. CARROT INSURANCE

Carrot Insurance is a trading style of Carrot Risk Technologies Limited. We are authorised and regulated by the Financial Conduct Authority under FRN 610895. Our permitted business is dealing and arranging general insurance (non-investment) contracts you can check this on the FCA's Register by visiting www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. Our registered address is Carrot Insurance, Global House, Westmere Drive, Crewe Business Park, Crewe, Cheshire, CW1 6ZD.

# 2. ACCEPTING OUR TERMS

By asking us to provide a quote, arrange a policy and perform other ancillary services you are providing your informed consent to be bound by these terms and conditions. We draw your particular attention to **DATA PROTECTION** and **FEES AND CHARGES**.

#### 3. ADDITIONAL POLICY INFORMATION

This document provides information about us and the services we provide to you. Additional information relating to the specific terms of any insurance policy can be found in the documents provided to you:

- Policy Wording: Forms the basis for the contract of insurance and includes all terms, Excesses, Exclusions and Limitations.
- > **Insurance Product Information Document:** Provides standardised information about the insurance policy to help you compare cover with other providers.
- > **Policy Schedule:** Details the excesses payable upon any claim and outlines the cover provided.
- > **Certificate of Insurance:** Is your evidence that you are insured to the minimum legal requirement.

#### 4. ADDITIONAL PRODUCTS AND SERVICES

In addition to private motor insurance policies Carrot are able to arrange, at request, additional insurance products. These products will run concurrently to your private motor insurance, cancellation of your private motor insurance policy will automatically result in the cancellation of your additional policies unless you request otherwise. Cancellation within the 14 day cooling off period will result in a full return of any premium paid unless a claim has been made, no refund will be payable if these policies are cancelled outside of the 14 day cooling off period.

# 5. OUR SERVICE- HELPING YOU DECIDE

Our role is to provide you with enough information for you to make an informed decision of the suitability of our products for your demands and needs. We will do this by asking questions to assess the risk and obtain a quote exclusively from our panel of insurers. we will then present

you with the most competitively priced quotation. We can answer any questions about the cover, so you can make a decision about whether it is right for you, but we cannot provide advice or recommendations. We offer products from the following insurers:

# **Private motor insurance**

- > Ageas Insurance Limited
- > Aviva Insurance Limited
- > Mulsanne Insurance Company Limited
- > Zurich Insurance Plc

# **Additional polices**

- > Legal Expenses Insurance: AmTrust Europe Limited
- > Breakdown Cover: Ageas Insurance Limited
- > Key Cover: Ageas Insurance Limited
- Guaranteed Hire Vehicle Cover: Ageas Insurance Limited

# **6. DEMANDS AND NEEDS**

Our private motor insurance policies are suitable for the demands and needs of someone who wishes to insure their private motor vehicle for a period of 12 months at the most competitive price available to us. Please read your policy documentation to ensure that the cover provided is suitable for your requirements.

#### 7. FEES AND CHARGES

New policy arrangement	£35
Changing your details during the period of insurance	£25
Cancellation of policy within the cooling off period:	£50
Cancellation of policy after the cooling off period:	£50
Cancellation of policy following renewal	£50
Renewal arrangement:	£40
Download of the Better Driver App	Free
Termination of the Better Driver App data reporting following cancellation	Free

Your insurer may charge a cancellation fee which would be in addition to any fees listed above. Please refer to the Better Driver by Carrot Policy Wording – General Condition 6 – Cancellation for full details.

# **Telephone Charges**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates, charges may vary dependant on your network provider and are usually included in inclusive minute plans from landlines and mobiles.

#### 8. HOW WE ARE PAID

We normally receive commission from insurers or product providers and you may request details of this from us. In the event of a cancellation we refund a proportion of the commission paid to us for arranging your insurance. Because the commission rates paid by insurers are variable and do not always reflect the level of work carried out by us, we also make individual service charges to cover the administration of your insurance policy. Please see **FEES** AND CHARGES for full details. We act as a credit broker and offer introductions to Aviva Finance and Close Brothers Premium Finance, subject to eligibility, to facilitate the payment of your premiums. We are paid a commission by Close Brothers Premium Finance for arranging credit agreements with them. This commission is based on a percentage of the total cost of credit paid by you. You can get more information about this arrangement by contacting our customer services team.

#### 9. YOUR PAYMENT OPTIONS

You are purchasing an annual insurance policy and may choose to pay annually at the beginning of your period of cover, or you may pay through monthly instalments using a credit agreement. Carrot act as a credit broker and work with Close Brothers Premium Finance or Aviva Finance as the lender to provide credit facilities to our customers subject to eligibility. Any agreement reached between you and the lender will be subject to additional terms and conditions which will be provided to you by the lender if you choose to take this payment option.

# **10. OUTSTANDING MONIES OWED**

In the event that the premium received by the date of cancellation does not cover the number of days you have been insured for or any of the charges described above (FEES AND CHARGES) you shall pay us on demand all outstanding monies owed. In the event that you are due any refund or other payment from Carrot, including money relating to a separate policy in your name we will deduct any monies owed prior to payment.

Where you have paid for your insurance via credit agreement any refund you may be due will be paid directly to the lender. If there is no refund due, or the refund does not cover the outstanding balance you will be responsible for paying any outstanding balance to us.

# **11. CANCELLATION RIGHTS**

You can cancel your policy at any time by contacting Carrot Insurance via LiveChat at <a href="www.carrotinsurance.com">www.carrotinsurance.com</a>. Full details of your cancellation rights including how any refund or outstanding balance will be calculated can be found in your Policy Wording.

If we are aware of any incident that may give rise to a claim under your policy, we may delay processing any refund to you until we have received the funds from your Insurer.

#### 12. RENEWAL

We will notify you in writing in good time before the renewal date to provide you with a renewal quote. Renewal will be invited with the most competitively priced quote available by our full panel of insurers and based on the information that we hold so if anything has changed, please let us know.

In some cases we may be unable to offer you a renewal quote, in the event that we are unable to provide renewal terms we will notify you in good time before the end of you policy year.

IF WE ARE ABLE TO OFFER A QUOTE WE WILL AUTOMATICALLY RENEW YOUR POLICY IF YOU PAY IN INSTALMENTS. HOWEVER, IF YOU DO NOT WISH FOR US TO AUTOMATICALLY RENEW YOUR POLICY, PLEASE LET US KNOW BEFORE YOUR RENEWAL DATE.

#### 13. MAKING A CLAIM

If you need to claim on your policy full details of how to make a claim can be found in your policy documents. Generally insurers require immediate notification of a claim or circumstances which may lead to a claim. We are not involved in the investigation or settlement of any claim but will work with your insurer or appointed claims management company to provide any information required for the handling of your claim including the provision of telematics data where necessary.

# **14. HANDLING YOUR MONEY**

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(s) with which your insurance is arranged.

# **15. TREATING YOU FAIRLY**

We aim to treat you fairly at all times and the fair treatment of customers is central to our culture. We work hard to ensure that you can feel confident that the products and services we provide will perform as expected by providing clear and understandable information throughout the duration of your relationship with us. Our complaints procedure is designed to ensure fair and reasonable outcomes and we are determined to make things right if there are any errors.

We recognise that not everyone's needs are the same and we aim to constantly improve and develop our services to ensure that all of our customers needs are met. If you think that there is something that we can do to improve our service to you please contact us using the details above.

# **16. MAKING A COMPLAINT**

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact us at the address above.

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available in your policy documents or on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

Information about the Financial Ombudsman Service can be found at <a href="https://www.financial-ombudsman.org.uk/default.htm">www.financial-ombudsman.org.uk/default.htm</a>

#### 17. FINANCIAL SERVICES COMPENSATION SCHEME

Carrot are covered by the Financial Services Compensation Scheme (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. If you are eligible to claim from the FSCS compensation is available as follows.

- > Insurance advising and arranging is covered for 90% of the claim, without any upper limit.
- For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising or arranging is covered for 100% of the claim without any upper limit.

# 18. YOUR PERSONAL INFORMATION

We know your personal information is important to you and we want you to trust us to look after it like its our own. This section explains how we use your data, how we keep it safe, and your rights.

**For you:** We will only use your information for your policy or to provide you with a quote.

Safe and sound: We will keep your information protected

**Just the essentials:** We will only contact you about your policy and we wont send you any marketing communications unless you tell us to.

Full information about how we use your data and your data rights can be found in our Privacy Notice. This will be sent to you with your policy documents, is available on our website at <a href="www.carrotinsurance.com">www.carrotinsurance.com</a> and can be requested by contacting us at <a href="mailto:data@carrotinsurance.com">data@carrotinsurance.com</a>.

# 20. CONFLICTS OF INTEREST AND WHO WE ACT FOR

We act on your behalf when providing a quote and arranging cover. We act on behalf of the insurer when administering the policy.

Occasions can arise where we, or one of our associated companies, clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

#### 21. APPLICABLE LAWS

Unless otherwise agreed all policies arranged and administered by us are governed by the laws of England and Wales and subject to the Jurisdiction of English and Welsh courts. All information and communications supplied to you will be provided in English Language.

#### 22. TREATS

If you achieve an overall 'green' weekly driving score at 12.00 on Monday you will receive a treat code or voucher via the Better Driver App.

Treats will automatically become available on 12pm each Monday and will be redeemable for 168 hours, after which the offer will expire and you will be unable to redeem your treat. We hold no responsibility for treats which you have failed to redeem.

Treats will be selected from offers provided by our selected treat partners, these partners and offers may change without us giving any prior notice to you. You may not exchange your treat for an alternative offer.

Treats are offered on a one per policy basis, if you have named drivers on your policy they will contribute towards your overall weekly score however will not be entitled to a treat.

By claiming treats you will be agreeing to the terms of our selected treat partners and may be required to visit the websites of these partners and other third parties, we are not responsible for these terms or the content of any third party website and you should read their terms of use and any conditions carefully before agreeing to them.

# 23. BETTER DRIVER APP LICENCE

- By downloading the Better Driver App you agree to be bound by the terms of use of the Better Driver App. Below.
- 2. The Better Driver App is offered for the purpose of monitoring and recording journey information collected in the course of administering your Carrot insurance policy. You must ensure that you comply with any telematics conditions set out in your policy documents.
- 3. The Better Driver App is the sole property of Trak Global Solutions Limited and is granted to you by Carrot Insurance as a transferrable licence to use the app on any compatible mobile device that you own or are in control of
- **4.** The licence granted for the use of the Better Driver App is limited to you and any named drivers identified in your policy documents.

5. You may not rent, lease, lend, sell, redistribute or sublicense the better driver app. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the better driver app, any updates, or any part thereof.
You agree and acknowledge that an attempt to do one of the above acts is a violation of the rights of Trak Global Solutions Limited and it's licensors. If you breach this restriction you may be subject to prosecution and a claim for damages. The terms of the Better Driver App licence will govern any upgrades provided that

replace and/ or supplement the original better driver app, unless such upgrade is accompanied by a separate licence in which case the terms of that licence will

**6.** Information collected by the better driver app includes Any personal details that you submit such as your or any named driver's email address, photographs of required documentation and your car.

govern the upgrade.

- 7. Individual journey data including; location for each individual journey, your better driver app may also provide intermittent location updates when not connected to your Bluetooth® device.

  The Better Driver App licence is effective until terminated by you or us. Your rights under this Better Driver App licence will terminate automatically without notice from us if you fail to comply with any terms of this licence. Upon termination of the Better Driver App licence you shall cease all use of the Better Driver App and destroy all copies, full or partial of the Better Driver App.
- 8. The Better Driver App will enable access to Carrot's Better Driver services and from time to time websites. Use of these websites will require internet access, in which case you acknowledge that additional items of service may apply. Certain services may display, include or make available content, data, information, applications or materials from third parties. By using these websites you acknowledge and agree that.
  - Carrot are not responsible for examining or evaluating the content of such third party materials or websites.
  - > We do not have any liability or responsibility to you or any other person for third party materials or websites.
- **9.** We, nor any of our content providers, guarantees the availability, accuracy, completeness, reliability or timeliness of stock information or location data displayed by any services.

10. You acknowledge that any Services and Third Party Materials may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and agree that You will not use (including but not limited to use for any commercial purposes) copy, re-use or store such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services or Third Party Materials may be reproduced