

XS Direct Insurance Brokers Limited's Terms of Business

1. Name and Address. Regulatory Status

Our legal name is XS Direct Insurance Brokers Limited and our registered office is 1 Merrion Place, Dublin 2. We are a wholly owned subsidiary of XS Direct Holdings Limited. We are regulated by the Central Bank of Ireland. We are listed on the FCA register under FCA register number 494217.

2. Description of Services and Charges

Our Insurance services include the sale of XS Direct car insurance underwritten by Calpe Insurance Company Ltd, Alwyn Insurance Company Limited & Watford Insurance Company (Europe) Limited. We are not under a contractual obligation to conduct insurance mediation business exclusively with one or more insurance undertaking and we do not give advice on the basis of a fair analysis of the market.

We are remunerated by commission & fees. We reserve the right to charge fees for policy set-up, policy adjustments, premium refunds and any administrative tasks. The individual fee for each of these services is £40. In the event that you decide not to go ahead with a policy, a non refundable administration fee of £40 will apply. On payment by credit card, an additional charge of 1.7% will apply which covers the charges to us from the bank for the use of this facility.

You may cancel your insurance at any time by calling us directly on 0333 443 016. Provided there are no claims on the Policy, we will refund you your premium in accordance with the scale below. Cancellation Period and percentage of Premium we will refund up to 14 days on cover Pro-rata Refund Less a £40 fee.

14 days to 1 month on cover 75%

Up to 2 months on cover 60%

Up to 3 months on cover 50%

Up to 4 months on cover 35%

Up to 6 months on cover 25%

Up to 8 months on cover 10%

Over 8 months on cover 0%

If you cancel the policy before cover has started, there will be no charge. **If we request documentation from you and this is not received within 15 days of cover commencing, cover will be cancelled and a refund of 75% of premium will be paid (if the premium has paid in full). No refund will be paid if you are paying by instalment.** Any other cancellation rights after the first 14 days will be included in the Key Facts document of your policy. **A refund will not be given if a claim or incident has occurred.**

3. Product and Services Terms and Conditions

In the event of default in your obligations to us, we may ask you to take such action as is necessary to remedy the default. Subject to the terms and conditions relevant to the product or service which we provide and to the extent permitted by law, we retain the right to enforce your obligations by way of legal proceedings. Product producers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your product terms and conditions.

4. Complaints Procedure

Should you have a complaint regarding the service you have received, please address this to The Manager, XS Direct Insurance Brokers Limited at the above address (marked private & confidential). Each complaint will be acknowledged by us within 5 working days and a final response will be issued within 8 (eight) weeks. After receipt of the final response, if you remain dissatisfied with the outcome or you wish to complain about the way in which your complaint was handled, you may contact The Financial Ombudsman Service (FOS), South Quay Plaza, 183 March Wall, London E14 9SR. Tel: 0800 0234 567 or 0300 123 9 123, which is free from a mobile. Website: financial-ombudsman.org.uk. If your complaint concerns the treatment you received from an insurer, then these insurers will also have complaints procedures. You have the right to complain directly to these insurers, or, if you wish, we can make such a complaint on your behalf.

5. Investor Compensation Scheme

XS Direct Insurance Brokers Limited is a member of the Investor Compensation Scheme, which is administered by the Investor Compensation Company Limited. The scheme will pay compensation (subject to certain limits) to an eligible investor where XS Direct Insurance Brokers Limited is unable, due to its financial circumstances, to return money or investment instruments owed by the XS Direct Insurance Brokers Limited to that investor. The amount of compensation

payable to each eligible investor is 90% of their financial loss as determined by the Administrator, up to a maximum compensation of €20,000 per investor.

6. Data Protection

Information which you give us will be used for the purposes of obtaining and putting in place policies of insurance with insurers. Those insurers are the controllers of any personal data which you supply to us, for them. We will not keep your data for longer than is necessary under applicable law (which may mean retention of that data after a policy of insurance has lapsed). We will not pass it to third parties outside our corporate group save for insurers, who will need that data to assess the terms of any insurance they may grant you. We record our calls with you for legal reasons and for training and quality assurance purposes. If you wish to access copies and or correct data we hold about you, please contact us by sending a written request to The Manager, XS Direct Insurance Brokers Limited at the above address (marked private & confidential) which request should be accompanied by a fee of £5.

7. Choice of Law

The law of England and Wales will apply to this contract unless (this point is still under review if Ireland or England and Wales)

- 1) You and us agree otherwise; or
- 2) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contract) the law of the country will apply.

8. Keeping your Policy up to date - What if my car or circumstances change?

You must tell us of any changes to Your circumstances or those of any permitted driver, otherwise Your Policy could be invalid. We will advise you if a refund or additional premium is payable. If You are unsure if any changes are relevant you must call us and ask.

You must tell us about any changes in circumstances, as We may not be able to arrange cover in every case. If We are not told about changes in circumstances this could affect the amount You are able to claim or may even mean You are unable to make a claim. If the circumstances differ significantly it could even result in Your Policy being declared void. Changes in circumstances are any factors that differ from the information given previously, for example if You have received

motoring convictions since Your Policy started. If We are able to arrange cover we will calculate any difference in premium from the date You were obliged to notify Us (even if this happened in a previous Period of Insurance). Please note the notification timescales described below.

Please tell us before

- if You are going to modify Your Car, even if the alteration is only cosmetic
- if You are going to change to a different car
- if You are going to change what You use Your Car for (e.g. if you start using it for business travel when you were not covered for this before)
- if You would like to add another driver to your Policy
- if You are going to take Your Car abroad please tell us immediately
- if You or any driver named on Your Policy are involved in an accident theft or loss, even if it is not in respect of a vehicle covered under this Policy, no matter how trivial or small and even if You do not wish to make a claim
- if You sell Your Car
- if You change Your address or mobile number
- if You or any driver named on Your Policy change occupation
- if You become aware of any medical or physical condition of any driver that may affect their ability to drive
- if You or any driver named on Your Policy stop being resident in the UK, including Northern Ireland and the Isle of Man
- if You or any driver named on Your Policy, have been disqualified from driving, have had their driving licence revoked or their driving licence status has changed. Please note that a change in licence status such as passing Your driving test may result in an increase in premium
- Of any motoring or criminal convictions (including penalty points, fixed penalties, speed camera offences and disqualifications) in respect of You or any person permitted to drive under this Policy

If any of the changes (for example, change of car or change of occupation) would result in Us being unable to place insurance for You, Your Policy will need to be cancelled and the cancellation procedure and refunds outlined below will apply.

Please tell us when You renew Your insurance

- if You or anyone covered by this Policy had insurance cancelled by an insurer. This includes a Policy declared null and void (as though it has never existed), a renewal declined by an insurer or a Policy cancelled by an insurer due to, but not restricted to, non-payment, fraud or misrepresentation;
- of any physical or mental impairment that must be notified to the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Agency Northern Ireland (DVANI)
- of any other information previously provided which has changed in the last policy period

9. Impounded Vehicles

Cover is granted on the understanding that at the time of inception your car is not impounded by the Police or any other authority.

10. Credit Search

We use data from a number of sources such as credit reference agencies. This is so we can confirm your identity.

11. Fraud Prevention

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest policyholders. In order to protect your interests and the interests of the vast majority of our policyholders, we fully investigate all claims and where fraudulent activity is detected we report to the authorities under the Proceeds of Crime Act (POCA). Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd. (IDS Ltd) and the Motor Insurance AntiFraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help insurers check the information provided and also to prevent fraudulent claims. When your request for insurance is dealt with, the registers will be searched. Under the conditions of your policy we must be told about any incident (such as an accident or theft) which may or may not give rise to a claim.

In the event of a claim the information you supply together with any other information relating to the claim will be put on the register and made available to participants. It is our practice to cooperate fully with the Police Authorities in the detection and prosecution of those involved in

fraud. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when checking details on applications for credit and credit related or other facilities, managing credit and credit related account or facilities and recovering debt, checking details on applications and claims for all types of insurance and when checking details of job applicants and employees.

12. Motor Insurance Database

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID 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: Electronic Licensing; Continuous Insurance Enforcement; Law enforcement (prevention, detection, apprehension and/or prosecution of offenders); 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, insurers and/or the MIB may search the MID to obtain relevant information. Persons (including appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may search the MID to obtain relevant information. Persons (including 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.