

LYCAINSURE.COM TERMS AND CONDITIONS OF BUSINESS

About Us

Lycainsure.com is a white-label product whose insurance services are supplied by Mobiles & Gadgets, a trading style of Quotemetoday.co.uk Limited ("QMT"), a private limited company incorporated and registered in England and Wales under company number 04668665. QMT's registered office address is 2nd Floor, 5-10 Sparrow Way, Lakesview International Business Park, Hersden, Canterbury, Kent CT3 4JH. QMT is authorised and regulated by the Financial Conduct Authority ("FCA") under firm reference number 786619. Details of QMT's registration are available on the FCA's website or by calling 0800 111 6768. We are also authorised by the FCA for consumer credit broking.

Our Services

Our service includes acting as agent of the insurer and arranging your Mobile and Gadget insurance cover with the insurer to meet your requirements based on the information you provide. Lycainsure.com offers products from a select panel of insurers. We operate on a non-advised and 'just information' basis. Here you will be given the name of the insurer and no personal recommendation. As you will only be given the name of the insurer, with no personal recommendation, you must decide if you wish to proceed. We will take reasonable steps in ensuring you understand that you are responsible for deciding whether a policy meets your demands and needs. These steps involve providing information on any main characteristic of a policy including its significant benefits, its significant exclusions and limitations, its duration and price information.

Insurer Security

We cannot, and do not, guarantee the solvency of an insurer or underwriter either at the inception of a policy or on a continuing basis. If you have any concerns regarding the choice of insurer, you should advise us immediately so that we may discuss the issue with you. We do not accept liability for claims, settlements or premiums relating to policies held with an insurer who has become insolvent. We will, however, provide all information to assist you in submitting a claim to the liquidators, receivers or similar.

Your responsibility

The terms of any insurance that we arrange on your behalf are based on the answers you provide to us or to your insurer. It is important you check to see if you are already covered for the insurance you are taking out on your Mobile or Gadget. You may already be covered through an existing set up with your bank account, home or contents insurance. If you do not check or disclose this to us, you may be paying for something you already have cover on.

Retail Consumers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid or your policy may be cancelled. You must notify us as soon as possible of any changes to the information you have provided.

Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Commercial customers: Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient

information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search. Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Contact

Our opening hours are Monday to Friday, 9am to 5.30pm. We are contactable via telephone on 0330 132 3434 or via email at admin@lycainsure.com.

Fees & Charges

We will charge you a Broker Fee as a proportion of the policy cost to you, whether paid for monthly or yearly. This fee will be added on top of the total premium and the exact amount will be disclosed to you in your policy documentation. The fee will vary in accordance to the way you choose to pay for your policy, i.e., whether you set up a one-off yearly payment (yearly premium) or a month by month (monthly premium). The Broker fee, per device, will be no more than £10 for monthly policies and £50 for annual policies. We do not charge a fee for any mid-term adjustments or cancellation fees.

Refunds:

If you are entitled to a refund, for yearly policies paid upfront we will refund the premium relating to the remaining period of insurance minus the Broker fee, on a pro rata and proportionate basis. For policies paid for monthly, the policy will cancel on the next anniversary of the commencement date with no refund due. All refunds will be dealt with on a case by case basis.

Claims:

If for any reason you need to make a claim, an Excess will apply per claim. Please ensure you read the Insurer specific policy wording and Insurer Product Information Document (IPID) for further details.

Settlement terms

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

How to Make a Claim

Details of how to make a claim can be found on our website www.lycainsure.com under the "How to Claim" tab or by referring to your policy wording.

Protecting Your Money

The premium you pay is protected at all times as required by the FCA regulations. QMT does not hold client money. The premiums we collect on behalf of the Insurers is treated as paid to the Insurer and is put into a separate statutory trust insurers' bank account. We may need to pay premiums to a specialist broker who will always also be authorised and regulated by the FCA. We reserve the right to interest earned on monies in this account.

Compensation Arrangements

You may be covered by the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. This scheme does not apply to consumer

credit. Further information about the scheme is available from the FSCS on 0800 678 1100 or by visiting their website at www.fscs.org.uk.

Complaints

If you have a reason to make a complaint about our service, you can contact us by telephone on 0330 132 3434 or email us at complaints@lycainsure.com. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service (FOS). You can contact the FOS by telephone on 0800 023 4567. Further information is available at www.financial-ombudsman.org.uk. If you do decide to refer any matter to the FOS, your legal rights will not be affected.

Cancellation

If you decide that for any reason, your policy does not meet your insurance needs then please advise us in writing at Lycainsure, 2nd Floor, 5-10 Sparrow Way, Lakesview International Business Park, Hersden, Canterbury, Kent CT3 4JH or email in at admin@lycainsure.com within 14 days.

The cancellation period begins either,

- 1) From the date your policy starts, or
- 2) From the day you receive your policy documentation (if that date is later than the date referred to above)

If you do cancel, before the expiry of the relevant deadline, you must notify us following the instructions above. The deadline will be deemed to have been observed if the notification is dispatched before the deadline expires, however you will need to supply evidence of this for any cancellation letters sent in by post by asking for proof of posting at the post office counter.

By exercising your right to cancel, you will withdraw from the contract and the contract will be terminated.

Payment for the service provided before cancellation period

Should you decide to exercise your cancellation right, you will be entitled to a full refund of all premium paid.

This is on the basis that no claim has been made and you do not intend to make claim. This refund will be paid without undue delay and no later than within 30 days. You will however not be entitled to a refund of the Broker Fee.

If a claim has been made by you, we will not refund any premium and if you are paying by monthly instalments you must still pay us the remaining annual premium.

Payment for the service provided after cancellation period

If your cancellation right is not exercised within the 14 day period stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend on the cancellation terms of your insurance policy which will be detailed in your insurer policy documentation. Your policy cover will cease from the date we receive your cancellation instructions or from a later date at your request.

The amount payable will include,

- 1) Any sums that we have reasonably incurred in concluding the contract (not inclusive of profit)
- 2) An amount for cover provided (i.e. a proportion of the policy's exposure that relates to the time on risk)
- 3) A proportion of any fees we charged you which would be sufficient to cover our costs

The proportion of a policy's exposure that relates to the time on risk will be a pro rata apportionment. Other than what's been described above, you may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover. Please note the follow

- If you cancel mid-term, we reserve the right to retain the fee or brokerage earned on the original transaction.
- After cancellation, you will be responsible for any outstanding time on risk charge after the application of any refunds allowed by the insurers.
- If you cancel your monthly payment this does not mean you have cancelled your policy

Unless otherwise stated, insurance policies are arranged for a period of 12 months and you are required to pay the full amount stated. If you wish to cancel the policy before the expiry date (other than

within the first 14 days) and there have been no claims, we will refer to the cancellation procedures as detailed in your policy documents.

Monthly Premium Payments

If you pay your premium on a monthly basis, your policy will be cancelled at the next monthly anniversary of the date your policy commenced. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received. If a claim has been made by you, we will not refund any premium and you must still pay for the remaining annual premium.

Annual Premium Payments

If you pay your insurance premium annually, providing no claim has been made under the policy, you will receive a proportionate refund of the premium based on the unused period of cover under the policy. Please note that refunds can take a 3-5 working days to appear on your bank statement. If a claim has been made, we will cancel your cover but not refund any premium.

Your obligation on cancellation

We are entitled to receive from you any sums and/or property you have received from us without any undue delay and no later than within 30 days. This period shall begin from the delay on which you dispatch your notification of cancellation.

Our obligation on cancellation

Without any undue delay and no later than within 30 days, we will return any sums we have received from you in accordance with the contract. This period shall begin from the day on which we receive the notification of the cancellation.

Cancellation by us

Your policy may be cancelled by us or the insurer. The cancellation will be treated as standard cancellation and will incur charges as above. The refund of the premium will relate to the remaining period of insurance left after the cancellation date (where applicable).

We may cancel the policy immediately or by giving you up to 30 days' notice, depending on your insurer, in writing via email or by letter sent to your last address notified to us. Please refer to your policy wording for notice period details. Valid reasons may include but are not limited to:

- a) Fraud
- b) Misrepresentation and/or failure to take reasonable care not to make a misrepresentation
- c) Providing false or incomplete information when requested at point of claim
- d) Non-payment of premium
- e) Threatening and abusive behaviour
- f) Non-compliance with policy terms and conditions

In the event of any claims, you are responsible for the payment of any outstanding premium or,

if your policy is voided, it will be declared null and void from the policy start date and will cease to exist. Therefore, you will not be insured, and you may incur cancellation charges. Your details will continue to remain on file.

Data Protection

The information you have given will be held securely in accordance with the General Data Protection Regulation (GDPR) and any applicable legislation and is used to arrange a quotation, administer your insurance, marketing, research and statistical analysis. For this purpose, we and/or the insurer may disclose it to other interested third parties, for example other insurers, regulatory authorities and to agents who provide services on their behalf, including for monitoring and/or enforcing compliance with any regulatory rules/codes. We, our partners and/or the insurer may check information provided or received and may undertake additional fraud searches or credit checks, which will impact your credit score. You have the right to access your personal data held by contacting our Compliance department at the address above. We accept no liability for your non-compliance of GDPR and any applicable data protection legislation.

For security, training and compliance purposes your call may be recorded and may be used as evidence of the information you have provided in connection with your insurance.

All documents are filed electronically, and a copy is available through a subject access request. This may be subject to a charge if deemed excessive.

Payment Services Agreement

We are responsible for the submission of Payment Transactions and the supply of goods or services throughout our course of dealings with you. However, in the interests of full disclosure, all payments are taken by a third-party merchant. You agree for Lycainsure.com to disclose personal information obtained in your application at the time of set up to our merchant so that it can manage payment services. Please ensure all payment information you provide to us is always accurate, up to date and complete so that it does not impact on the service provided to you.

Documentation and Electronic Communication

Policy documentation will be made available via the customer portal. It is your responsibility to inform us if you have not

received your documentation. You may opt-out of receiving documentation via email, however you may incur a small charge for sending out hard copies by post. We may also contact you by means of electronic mail to keep you informed of other products and services we offer. Again, you may opt-out by following the opt-out instructions on the communication or by giving us notice in writing. You are advised to keep copies of any correspondence you send to us or direct to your insurer. Please ensure you notify us if you change your contact details, to help us keep your information safe. For more details please see our Privacy Policy on our website www.lycainsure.com.

Your Duty of Disclosure

If you do not contact us to say otherwise, we take this as positive acceptance that you have no amendments to make to the details shown on the enclosed Schedule of Insurance and that you accept that we will act in accordance with these terms of business.