

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**.

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 Carrot Insurance 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.
- › **Policy Summary:** Summarises the terms and conditions of the policy of insurance.
- › **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 Personal Motor insurance policies Carrot are able to arrange, at request, the below products. These products will run concurrently to your Personal Motor Insurance, cancellation of your Motor Insurance 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.

Legal Expenses Insurance – underwritten by Inter Partner Assistance SA, a subsidiary of AXA Assistance UK

Breakdown Cover – underwritten by Ageas

5. OUR SERVICE- HELPING YOU DECIDE

Carrot offer products from a limited panel of insurers, You may request a list of the insurers on our panel. We cannot provide advice or recommendations but will provide enough information for you to make an informed decision on the suitability of the products for your demands and needs. We will ask questions to assess the risk and provide a quote from our panel, based on the most competitively

priced quotation provided to is by our panel of insurers. In order to ensure the validity of your quote please answer all questions honestly and accurately.

6. DEMANDS AND NEEDS

Carrot offer products 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

Policy Arrangement fee	Up to £35
Changing your details during the policy year	Up to £35
Changing your vehicle during the policy year – requiring you to repair the Better Driver App to the insured vehicle	Up to £35
Early cancellation of policy – before download of Better Driver App	£75
Early cancellation of policy – after download of Better Driver App	£75
Early cancellation of policy following renewal	£75
Changing your phone during the policy year – requiring you to repair the Better Driver App to the insured vehicle	Free
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

All of our telephone lines cost no more than standard local rate charges.

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 policies. Please see **FEES AND CHARGES** for full details.



9. YOUR PAYMENT OPTIONS

You may choose to pay for your insurance annually at the beginning of your period of cover or you may arrange to finance your premium through monthly direct debits. Carrot act as a credit broker and exclusively use Close Brothers Premium Finance as the lender to provide credit facilities to our customers subject to eligibility. Any agreement reached between you and Close Brothers Premium Finance will be subject to additional terms and conditions which will be provided to you by Close Brothers Premium Finance 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.

11. CANCELLATION RIGHTS

FULL DETAILS OF YOUR RIGHT TO CANCEL CAN BE FOUND IN CONDITION 6 OF YOUR POLICY WORDING.

You have the right to cancel your policy at any time by calling us on **0333 355 1725**.

If the policy is cancelled within the 14 day cooling off period you will be refunded a proportion of the premium on a pro-rata basis less any applicable **FEES AND CHARGES**.

If the policy is cancelled outside of the 14 day withdrawal period you will be refunded your premium on a pro-rata basis less any applicable **FEES AND CHARGES**. 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.

If you have paid for your premium annually you will not receive a refund of premium where a claim has been made. If you are paying by instalments and a claim has been made you may have to continue to pay the full balance of your premium.

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.

PLEASE NOTE WE WILL NOT AUTOMATICALLY RENEW YOUR POLICY IF YOU WISH TO RENEW WITH CARROT YOU MUST ADVISE US PRIOR TO THE EXPIRATION OF THE RENEWAL QUOTE PROVIDED TO YOU.

13. MAKING A CLAIM

If you need to claim on your insurance 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.

Carrot 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 www.financial-ombudsman.org.uk/default.htm

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

For the purposes of the Data Protection Act 1998 Carrot Risk Technologies Limited act as both the Data Controller and Data Processor.

We will process any personal information we obtain in the course of providing our services to you, including your telematics data in accordance with the Data Protection Act 1998. In administering your insurance it will be necessary for us to pass such information to insurers and other product or service providers who may also provide us with business or compliance support including but not limited to;

- › Selected treat partners for the administration and delivery of weekly treats.
- › Close Brothers Premium Finance to arrange and administer any credit arrangements you have entered into.
- › Trak Global Solutions in order to administer and process the data received by the Better Driver application.
- › Any Debt collection agency recruited in order to trace and secure outstanding debts owed to us by you.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances. Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to the above address.

19. CREDIT CHECKING AND SHARING INFORMATION

To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, some insurers use public and personal data from a variety of sources, including a credit reference agency and other organisations. The search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

20. CONFLICTS OF INTEREST

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 any prior notice being given to you by Carrot. 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

1. By downloading the Better Driver application you agree to be bound by the terms of use of the Better Driver App. Below.
2. The application 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 its 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 govern the upgrade.
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.
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 Carrots 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 in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services or Third Party Materials, in any matter and You shall not exploit the Services or Third Party Materials in any unauthorised way.
11. To the extent permitted by law we shall not be liable for any indirect damage arising out of or in relation to your use or inability to use the better driver app, however caused, including but not limited to your failure to submit to us true and accurate personal information.

