

XS Direct Insurance Brokers Limited – Terms of Business

1. Name and Address. Regulatory Status

Our legal name is XS Direct Insurance Brokers Limited and our registered office is 23 Ely 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 and 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 (once it has commenced), 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 03333 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 £50 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).** Any other cancellation rights after the first 14 days will be outlined in your policy documentation. **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.

4. Complaints Procedure

Should you have a complaint regarding the service you have received, please address this to: Complaints, XS Direct Insurance Brokers Limited at the above address or complaints@xsdirect.com

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 Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR
Tel: 0800 023 4 567 www.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 Company DAC (ICCL), which was established under the Investor Compensation Act 1998. This legislation provided for the establishment of a compensation scheme and to the payment, in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act. In the event that a right to compensation has been established, the amount payable is 90% of your loss or €20,000 (whichever is the lesser).

6. Data Protection

Personal data which you give to XS Direct Insurance Brokers will be used for the purposes of obtaining and putting in place policies of insurance with insurers. Those insurers are the co-controllers with us of any personal data which you supply to us, for them. Personal data may include individual details, identification details, credit and anti-fraud data, special categories of personal data and criminal convictions data, claims information and risk details.

We use your personal data for quotation, policy inception, policy administration, claims processing and renewals. We may also use your personal data where it is necessary (i) to comply with our legal and regulatory obligations (ii) to support our legitimate interests in managing our business (iii) and

where you have provided your explicit consent. We may hold, use, disclose and process personal data relating to relevant criminal convictions and offences where authorised by control of official authority or where authorized by the European Union (EU), EU Member State law or applicable laws including for an insurance purpose, or where necessary for the purpose of, or in connection with any legal proceedings or where you have given consent to the processing. We may also hold, use, disclose and process special categories of personal data, e.g. health information, where you have given us your explicit consent, the processing is necessary to protect your or another's vital interest, you have manifestly made your personal data publically available, the processing is necessary for the establishment, exercise or defence of legal claims or where necessary for reasons of substantial public interest on the basis of law.

In order to provide our services and to comply with obligations imposed on us, it may be necessary from time to time for us to disclose your personal data to third parties, such as:

- Insurers, our agents, third parties who provide services to us, your intermediary and other insurers, insurer's reinsurers, third party claimants and their representatives;
- regulatory authorities and law enforcement agencies;
- databases for the purposes of preventing fraud e.g. the Insurance Fraud Bureau; and
- legal, financial, medical other professional advisors and those of our affiliates.

The personal data we collect from you may be transferred to, and stored at a destination outside of the European Economic Area.

We are required to ensure that your personal data, as a policyholder, is accurate and maintained in a secure environment. 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).

Under Data Protection Law you have a right to:

- access a copy of your personal data held by us;
- request rectification of your personal data if it is inaccurate or incomplete;
- request erasure of your personal data, in certain circumstances;
- restrict our use of your personal data, in certain circumstances;
- move personal data which you have given us to process;
- object to the processing of your data where our legal basis for processing is our legitimate interests; and
- not to be subject to a decision based on automated processing.

However, these rights may not be exercised in certain circumstances, such as when the processing of your data is necessary to comply with a legal obligation or for the exercise or defence of legal claims.

If you wish to exercise your rights with respect to the data we hold about you, please contact us by sending a written request to Data Protection Officer, XS Direct Insurance Brokers Limited, 23 Ely Place, Dublin 2, Ireland (marked Private & Confidential) or by e-mail to compliance@xsdirect.com

If we cannot collect information requested from you, it may make it difficult, impossible, or unlawful for us to give you advice on, provide you with, and administer our insurance products.

Detailed information about the processing of your personal data may be found in our Data Protection Notice on our website: <http://www.xsdirect.co.uk/documents/Privacy%20Statement.pdf>

7. Choice of Law

The law of England and Wales will apply to this contract unless:

1. You and us agree otherwise;
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).

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 2002 (POCA). Insurers pass information to the Claims and Underwriting Exchange (CUE), run by Insurance Database Services Ltd. (IDSL) and the Motor Insurance Anti-Fraud 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.

September 2020