

## About iGO4...

iGO4 Ltd (we/us/our) is an independent intermediary offering a range of personal insurance products. You have chosen Darwin<sup>®</sup> Insurance which is arranged by us under a specific contract with a single insurer, U K Insurance Limited (UKI). Darwin<sup>®</sup> is a registered trade mark of U K Insurance Limited.

This document is our contract with you to arrange and administer Darwin<sup>®</sup> Insurance on your behalf. It sits alongside your insurance policy with UKI.

When applying for or amending your insurance policy, we will ask a number of questions to allow UKI to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all questions honestly and reasonably. These questions are designed to enable us and UKI to understand your insurance needs, and only by asking such questions and receiving answers which are given honestly and with reasonable care can we or UKI be in a position to offer terms which are designed to meet your demands and needs. Your policy or claims may be adversely affected, invalidated or not paid out if the information is not accurate.

We will not advise you or make recommendations; we will provide you with your insurance premium and give you all the information you need to make an informed decision based on your needs. By arranging your Darwin<sup>®</sup> insurance policy through iGO4 you have agreed to be bound by these terms and conditions. Because we don't give any advice, policyholders are responsible for deciding whether the policy meets their demands and needs. This product will meet the demands and needs of someone wishing to insure their car on the basis requested. Upon purchase and on renewal, your statement of facts will confirm your specific demands and needs.

We offer optional add-on products that are also underwritten by UKI for Darwin<sup>®</sup> policies.

As an environmentally friendly business we will communicate with you in all instances electronically using the email address you provide, so it is important that you have reliable access to this email address and check it regularly. It is also important that you take care when giving us your email address to make sure it is accurate to avoid your details being sent to someone else. We will also provide all your documentation in digital and downloadable format within the secure "My Account" section of the Darwin<sup>®</sup> website at [www.darwin-insurance.com](http://www.darwin-insurance.com). This ensures your insurance documents are safe and accessible at all times. Your key insurance documents can be sent to you via post, free of charge upon request, but please be aware that the paper documents are no longer required for taxing your vehicle or showing to the police as the authorities have access to the Motor Insurance Database. For all other purposes electronic copies are usually acceptable as well as being fully eco-friendly.

In arranging your insurance, and making any requested adjustments to your cover, we are acting on your behalf as your agent. We are paid a fixed fee by UKI for arranging your insurance.

In arranging a facility to allow you to pay your premium by instalments, we are acting as a credit broker dealing specifically by contract with only one credit provider (Close Brothers Limited). We receive commission as part of this arrangement.

## Who regulates us?

iGO4 is authorised and regulated by the Financial Conduct Authority (FCA), our FCA registration number is 536726 and our registered address is iGO4 House, Staniland Way, Peterborough, PE4 6JT.

You can check our details on the Financial Services Register by visiting the FCA website [www.fca.org.uk](http://www.fca.org.uk).

## Keep us updated...

You have a legal obligation to provide accurate information in response to all questions and to take reasonable care not to make a misrepresentation in connection with your policy.

You must notify us immediately of any changes to the information you have provided, as failure to do so could mean that your policy may not protect you. You must take reasonable care to ensure any changes to the information provided are declared as this may affect your current policy, but may also influence the acceptance and assessment of the insurer's renewal terms. The reason why this is so important is that if you fail to tell us or UKI, UKI may not pay a part or all of your claim and may cancel your policy. You may find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you will have to disclose this fact when you reapply for insurance.

## What you will have to pay for services we have arranged on your behalf...

If you pay your premium by monthly instalments, the following charges may be applied by Close Brothers Limited during the life of your policy:

Fee if you miss any monthly payment	£30.00 for any failed monthly instalment subsequently collected by the credit provider.
Credit agreement cancellation charge	£15 if your credit agreement is cancelled as a result of you not adhering to the terms of the credit agreement.

## Information on fees your insurer will charge...

In addition to your premium, the following charges may be applied by UKI during the life of your policy. All fees are collected by us on behalf of UKI and include Insurance Premium Tax (IPT) at the current rate, where applicable.

Changes to your policy	<p>In addition to any premium adjustment, if you make changes to your policy UKI may charge the following administration fees:</p> <ul style="list-style-type: none"><li>• Changes completed online – £0.00</li><li>• Changes completed over the telephone – £25.00</li></ul>
Cancellation of your policy	<p>Your policy is a contract for 12 months. If your insurance is cancelled for any reason UKI may charge the following administration fees:</p> <ul style="list-style-type: none"><li>• Cancellation within 14 days of policy commencement – £25.00</li><li>• Cancellation after 14 days of policy commencement – £50.00</li></ul> <p>In addition to the administration fee you will also be charged for the cover you have received.</p>
Debt collection	<p>If your policy is cancelled and you owe any monies relating to either premium, interest charges or administration fees, a debt</p>

	<p>collection agency may be appointed to recover this debt. In these circumstances, via the debt collection agency, UKI may charge you the following administration fee:</p> <ul style="list-style-type: none"><li>• Debt collection fee – £20.00</li></ul>
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## Payment options...

We accept payment by most major credit and debit cards.

If you choose to pay your premium by instalments this will be via a finance arrangement (credit agreement), which will be in your name and subject to interest charges. Importantly, the credit agreement you will enter into will be with Close Brothers Limited not iGO4 or UKI. The credit agreement is an entirely separate contract from the insurance contract.

Our premium finance provider Close Brothers Limited trading as Close Brothers Premium Finance will use credit referencing agencies for an affordability credit search for new policies, renewals and in certain circumstances where policy amendments are requested to check you can afford to pay. As this is a hard credit check, your entire credit history will be searched and a mark will be left on your credit report, so whenever prospective lenders look at your credit report they can see you applied for credit and whether you were accepted. This affordability assessment will take place after you have applied for a credit agreement.

In the event of your failure to meet the obligations of the credit agreement, the credit provider could approach us to seek cancellation of the insurance contract to recoup their outstanding finance arrears. This is because the agreement is between you as the policyholder and the finance company directly, not iGO4 or UKI. Before your premium is paid to UKI, and for your protection, we hold your money as agent of UKI. This means the premium is treated as having been received by UKI as soon as it is received by us. Any refund due to you from UKI will also be held by us as the agent prior to it being paid to you.

## Your right to cancel your policy...

Please contact us if you wish to cancel your insurance policy. You can cancel your policy at any time.

You have the right to cancel your policy within the first 14 days without giving a reason. This is known as “the 14 day cooling off period” and starts on the commencement date of the insurance policy.

## The insurer’s right to cancel your insurance policy...

UKI reserves the right to cancel your policy at any time if there are valid grounds for doing so. You will be provided with 7 days’ notice in writing and a cancellation email will be sent to you, together with an explanation if appropriate.

Valid reasons may include but are not limited to:

- Where we, or Close Brothers Limited, have been unable to collect a premium payment.
- Where you are required to send us information in accordance with the terms of your quotation and you fail to do so.
- Where UKI reasonably suspect fraud.
- Where there are changes to your circumstances which mean UKI can no longer insure you.
- Where you have used threatening or abusive behaviour or language or you have intimidated or bullied our or UKI staff or suppliers.

## **Following cancellation, we'll calculate your premium refund as follows:**

- If you tell us you want to cancel your insurance policy before the policy commencement date, you'll be entitled to a full refund of the premium.
- If you, we or UKI cancel the policy within the 14 day cooling off period, we'll refund the premium on a pro-rata basis for the period of cover that hasn't been used minus the insurer's relevant cancellation fee.
- If you, we or UKI cancel the policy after the 14 day cooling off period, we'll refund the premium on a pro-rata basis for the period of cover that hasn't been used minus the insurer's relevant cancellation fee.

Should your policy be cancelled for any reason there will be no return of premium if a claim has been made during the current period of insurance. If you pay by instalments please also refer to your credit agreement for their cancellation terms.

## **If you would like to complain...**

We want your experience with us to be second to none, but if this is not the case we want to know about it. If you have a complaint about Darwin® insurance, you can let us know by calling our Customer Service team on 0345 246 2083 emailing us at [complaints@darwin-insurance.com](mailto:complaints@darwin-insurance.com) or writing to us at Darwin Team, iGO4 House, Staniland Way, Peterborough, PE4 6JT. Please note that calls may be recorded.

If your complaint relates to the service you have received following making a claim, please contact Darwin Claims on 0345 246 2089.

All complaints that we receive are investigated and we hope to come to a satisfactory outcome as quickly as possible. However, if you are not happy with the response, you can take the matter to the Financial Ombudsman Service (FOS). It is an independent organisation that operates according to rules made by the Financial Conduct Authority.

Their address is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Phone: 0800 023 4567 or 0300 123 9123. You can visit the FOS website at [www.fos.org.uk](http://www.fos.org.uk) or contact them via the EU Online Dispute Resolution Platform at <http://ec.europa.eu/consumers/odr>.

Being referred to the FOS will not affect your legal rights. Please note that the Financial Ombudsman Service does not operate in respect of risks in the Channel Islands or the Isle of Man.

Full details of our complaints procedure are available on request.

If your complaint relates to Motor Legal Protection, you can refer your complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that you and we agree on. If you and we cannot agree then we will ask the Chartered Institute of Arbitrators to decide.

The arbitrator's decision will be final and whoever does not win will have to pay all costs and expenses.

## **When your policy is due to renew...**

In good time before your renewal date we will provide you with an invitation by email which details the premium and the terms and conditions for renewal of your policy. If UKI is unable to offer renewal terms we will email you to let you know.

We will automatically renew your Darwin® insurance policy unless you contact us in advance requesting that you do not want your policy to automatically renew. If you would like to change your policy so that it doesn't automatically renew, please call us on 0345 246 2083. If for some reason we are unable to automatically renew your policy, we will contact you by email in good time before your renewal date to let you know what needs to be done in order to continue your cover.

If you are paying by monthly instalments in most cases you won't need to do anything, we will renew your insurance policy as per our invitation and unless alternative arrangements have been made, your credit provider will send you a new credit agreement and continue to collect the monthly instalments from your bank as usual.

If you pay for your insurance in full by credit or debit card, in most cases we will attempt to take payment using the securely held card details we have on file, unless we have been advised by you otherwise.

You will need to contact us before your renewal date if you wish to use an alternative payment method or you do not want to renew your policy.

## **The legal bit...**

Under European law, you and we may choose which law will apply to this contract. Unless both parties agree otherwise the law of England and Wales will apply, but this choice of law does not restrict your rights under mandatory provisions of the law of the country where you permanently live. We have supplied this contract and other information to you in English and we will continue to communicate with you in English.

## **Financial Services Compensation Scheme (FSCS)...**

iGO4 is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our obligations. This depends on the type of insurance and the circumstances of a claim. Insurance arranging is covered for 90% of the claim without any upper limit and compulsory classes of insurance such as third party motor insurance are covered for 100% without any upper limit. Further information about the cover are available from the FSCS on [www.FSCS.org.uk](http://www.FSCS.org.uk) or by telephoning 0800 678 1100.

Please note that the Financial Services Compensation Scheme does not operate in respect of risks in the Channel Islands or the Isle of Man.

iGO4 Limited is authorised and regulated by the Financial Conduct Authority registered number: 536726. Registered Office: iGO4 House, Staniland Way, Werrington, Peterborough, PE4 6JT. Registered in England No 5095154

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