

## Terms of Business

This document is effective from **August 2021** and supersedes all Terms of Business previously issued by us. It sets out the terms upon which we agree to act for our customers and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. **Please read it carefully.**

Please contact us immediately if there is anything in the Terms of Business that you do not understand or with which you disagree.

### About us

Emerald Life Limited is directly authorised and regulated by the Financial Conduct Authority and appear on the Financial Services Register under number 666615. FCA authorisation can be checked on the Financial Services Register at <https://register.fca.org.uk/> or by calling them on 0800 111 6768. Registered address - 17 Teddington Business Park, Station Road, Teddington, Middlesex, TW11 9BQ.

These products and services are provided to Emerald Life Limited by Ancile Insurance Group Limited.

Ancile Insurance Group Ltd, Registered Office: Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ, is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 471641. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

### Our address

Contact Address: Ancile Insurance Group Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ

Registered Address: Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ

### Our products and service

We offer products from a limited number of insurers, the names of which are available on request. We are authorised to issue policy documentation and/or certificates on their behalf.

We do not give advice or recommend any particular insurance policies. We may ask you some questions to narrow down the selection of products that we provide. You are required to make your own choice about which product you proceed with.

Unless otherwise advised, the services we provide are as follows:

- Arranging cover as instructed
- Help with on-going changes

### Method of communication

Post, telephone and email are our normal forms of communication. Please let us know if you prefer not to receive a communication by a particular medium.

### Risk Information

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

As a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

### Confidentiality protecting your information

All personal information about you will be treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as loss adjusters and approved contractors.

With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information to any other party without your consent.

Under the *Current Data Protection Legislation*, you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the Ancile Insurance Group Ltd Customer Relations Manager at the above address.

### Privacy policy

Please see our privacy policy:

<http://www.ancileinsurance.com/privacy> for more information on how we process personal data, including how we store and protect personal data and who it may be shared with.

### Quotations

Unless stated otherwise in our documentation, all quotations provided for new insurances are valid only for a period of 30 days from the date of issue.

You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

### Receipt of instructions

We do not consider instructions to arrange or change cover sent to us by post, electronic mail or facsimile, or left on answering equipment, to have been received until they reach the relevant personnel in our offices. We do not accept responsibility for instructions that do not reach us due to failures in the postal, electronic or telecommunications systems.

### Documentation

Our aim is to produce documentation and correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided. You should check all policy documentation to ensure that the details are correct, and the cover provided meets with your requirements. Any errors should be notified to us immediately.

All policies contain conditions and exclusions, and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover if it is not complied with precisely. We recommend that you keep policy documents for as long as a claim is possible under the policy.

### Block transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial to our clients.

This document constitutes both your acceptance that we do this and your prior request for us so to do.

### Our Remuneration

Our remuneration will be either a fee, as agreed with you, or brokerage, which is a percentage of the insurance premium paid by you and allowed to us by the insurer with whom the insurance policy is placed.

In the ordinary course of our business we sometimes earn income in the form of management/administrative expenses allowed to us by insurers to cover costs incurred in carrying out work on their behalf and in the form of volume, growth or profitability payments. We may also receive income from providers of premium financing facilities where, with your agreement, we have made such arrangements on your behalf.

We may sometimes also earn income for the provision of other services to you, which will be agreed with you on an individual basis. For each insurance policy, including any subsequent renewal, you have a right to request information regarding any remuneration that we have received as a result of placing your insurance business.

### Fees and charges

Unless we tell you otherwise when you take out or renew a policy with us, we make no charges in addition to the insurer's premium.

If after inception of cover there are any amendments to the policy which change the original risk, there may be an additional insurers premium charge. In addition, we reserve the right to make an administration charge of £18 if you cancel or make changes to your policy during the period of insurance.

In the event of a policy being cancelled mid-term, and not replaced by another policy, we reserve the right to retain the brokerage earned on the original transaction (see Cancellation Right in this document).

#### **Method of payment**

We accept payment by most major debit and credit cards

#### **Handling your money**

We collect and hold money as an agent of the insurer.

#### **Claims**

You need to check the relevant section of the policy wording to see if you are covered and what documents etc are required to make a claim and then contact the claims service detailed in your policy wording in order to submit your claim.

If you have a travel policy then, in a medical emergency, contact the Assistance Company shown in the policy wording for help. Please read the policy wording for details. If you are admitted to hospital or need to curtail your trip you must contact the Assistance Company for authorisation before incurring any expenses or insurers may not pay your claim. Simple outpatient treatment should be paid locally and claimed for on your return to the United Kingdom.

#### **Treating customers fairly**

It is our intention to provide a high level of service at all times. However if for any reason you feel our service is not of the standard you would expect please let us know by contacting our Customer Relations Manager at:

[www.ancileinsurance.com/contact-us/](http://www.ancileinsurance.com/contact-us/).

#### **How to make a complaint**

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong.

If your complaint is regarding the sale of your policy, please contact us using the details below:

Customer Relations Manager at [complaints@ancileinsurance.com](mailto:complaints@ancileinsurance.com), 0330 024 9671 or at Ancile Insurance Group Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ.

Please tell us your name and policy number and the reason for your complaint.

If you would like to complain about the outcome of your claim or assistance provided please forward details of your complaint in the first instance as follows:

Call +44 (0) 1444 465590 email [qualityassurance@global-response.co.uk](mailto:qualityassurance@global-response.co.uk) or write to Quality Assurance Manager, 3rd Floor, Fitzalan House, Fitzalan Court, Cardiff CF24 0EL.

Please tell us your name, policy number and claims number along with the reason for your complaint.

You can request a copy of our procedures for dealing with complaints at any time.

#### **Financial Ombudsman Service**

If you are not happy with our final decision on a complaint, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service

Exchange Tower, London, E14 9SR

Phone: 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile.

You can visit the Financial Ombudsman Service website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you take any of the action mentioned above, it will not affect your right to take legal action.

#### **Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. 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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at <http://www.fscs.org.uk/>

#### **Cancellation Right**

If you take out a personal policy through us, you may cancel the cover up to 14 days from the later of:

- The policy purchase date or the date you receive full policy documentation from us or your insurers
- The renewal date or the date you receive full renewal documentation from us or your insurers

You will be informed if you have such a Cancellation Right in the Policy Wording.

Should you decide to exercise the Cancellation Right you will be entitled to a refund of premium less an administration fee and an appropriate pro rata charge for the period of cover given before the cancellation right was invoked. If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Cancellation Right.

Should any claim occur prior to the exercise of the Cancellation Right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium paid.

If this Cancellation Right is not exercised within the 14-day period as stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of your insurance policy.

To exercise the Cancellation Right you should contact us at our normal address or your insurers at the address shown on your policy.

#### **Renewal of annual travel insurance policies**

All renewals are at our discretion.

We will notify you that your policy is due for renewal at least 28 days before it expires and invite you to obtain a new quotation, either online or by telephone.

#### **Medical conditions**

Please note that you must re-declare your existing medical conditions to us when obtaining a renewal quotation, even if they were declared on your previous policy.

Due to the changing nature of some medical conditions it is important to complete the medical screening process every year. If you fail to declare all of your medical conditions your policy could be invalid, and your claim may not be paid.

#### **Optional cover, sports and activities**

If you added any extra cover, such as winter sports or gadget cover, to your previous policy you will need to add this to your new policy if it is required.

Once your policy has been renewed, whether automatically or after your instruction, you have a 14-day cooling off period, when you can cancel the cover and receive a full refund, provided no claim has been made.

#### **Law & jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the exclusive jurisdiction of the English courts.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

## Privacy Policy

Updated: January 2021

### Who We Are

Ancile Insurance Group Ltd is authorised by the Financial Conduct Authority.

Registered Office: Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ. Registered in England, Company No 05429313.

If you would like to find out more about the group, please visit our website at [www.ancileinsurance.com](http://www.ancileinsurance.com).

We are committed to protecting your privacy. We comply with the current Data Protection Regulations and aim to maintain consistently high levels of best practice in our processing of personal and/or sensitive personal data.

### How We Use the Information You Provide

Any personal information you supply to us via our website or by phone will be treated in accordance with the General Data Protection Regulation and Data Protection Act.

We will be processing your personal data in order to fulfil our contract with you and our legal/compliance obligations.

### Administering Your Policy

We collect and process your personal information for the purposes of insurance administration by us or our agents, including the processing of any claims you may make. Please note if a claim is of a medical nature this could involve the use of your medical information or contacting your doctor. You will be asked to give consent before your doctor is contacted, but you should be aware that refusal could affect the outcome of your claim. We collect your personal information on our website, or over the phone when you obtain a quotation or purchase a policy from us. In order to provide you with an accurate quotation and to administer your policy we will collect and process the following personal information: Name, address and contact details, medical history and credit or debit card information.

Please note, we do not store any credit or debit card information on our computer systems or in our call recordings.

Before you provide any data to us, we will endeavor to make it clear why we need it.

In the course of administering your policy we may contact you from time to time by email, this may include, but is not limited to;

- Providing instructions on what to do in a medical emergency before you go on your trip
- Providing details on how to make a claim when you return from your trip

If you have provided an email address when you purchased a policy, you may also be contacted on our behalf by a third party to request feedback on the service we provided. This third party will only send you one email and will not use your data for anything else.

### Medical Screening

In order to receive an accurate quotation, it is often necessary to conduct a medical screening questionnaire, either online or by phone. The information you provide is processed to provide a score which affects the price of your insurance.

We will use the information you provide to administer your policy. In the event of a claim this could involve contacting your doctor to verify your medical history.

Please make sure you answer all questions accurately and honestly for yourself and everyone who is to be insured. If you don't, your policy may be cancelled, or treated as if it never existed, and your claims may be rejected or not fully paid.

### Renewal of Cover

To offer renewal of cover on an annual policy.

If you have taken out an annual insurance policy, we will contact you 30 days before your policy is due to expire to notify you that the policy is about to expire and provide you with a new quotation.

### For the Investigation of or Prevention of Crime

When required to do so by law we will disclose information to police or other fraud or crime prevention agencies for the purpose of investigating or preventing crime.

### Compliance with Regulatory Bodies

When required to do so we will disclose information to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with their regulations. For example, but not limited to,

the Financial Conduct Authority or the Information Commissioners Office.

We may also process your data for the following legitimate interests:

### Direct Marketing

We may contact you from time to time regarding the same or similar products.

You can opt out of receiving marketing communications when you purchase your policy and in all subsequent communications.

### Website Analysis

We use website usage information and analysis to improve our systems and service.

As with the majority of websites, when you use our site, we log your IP address and which pages you have downloaded. This information is used to improve the performance or identify errors with the functioning of our website. Log files are stored securely and are automatically deleted after 30 days.

We also place cookies on your device to improve your experience and provide anonymous information about how users interact with our site including how they find our site, where they leave our site and which pages are the most popular.

For more information about how we use cookies and how you can manage them. See [How We Use Cookies](#)

### Research and statistical purposes

We may process your data for research and statistical purposes to help us to improve our products and services.

We analyse statistical information from claims submitted, including date of birth, destination and medical history in order to improve our products and inform our pricing strategy. If you don't want your data to be used in this way you can exercise your [Right to Erasure](#) and request that we delete your data.

We may use anonymised sales and demographic information, such as average age from existing customers to inform our marketing strategy. If you don't want your data to be used in this way you can exercise your [Right to Erasure](#) and request that we delete your data.

Any new information you provide to us may be used to update an existing record we hold for you. If you provide a work email address, we will not be responsible for third parties who are authorised to access your work email address having access to any communications we send.

We ask for your home, mobile telephone number, and email address to enable us to contact you in relation to an enquiry you have made, to contact you about relevant products or services, to contact you if there is a problem with your order, or there is another genuine reason for doing so.

### Security and Storage of Your Data

We take every reasonable step to ensure that any information you provide via the forms on our website or by phone is kept secure.

Our web servers comply with the General Data Protection Regulation and Data Protection Act and are located at a secure data centre with access limited to only a few personnel.

Remote access is limited to our IT provider via a secure VPN connection at their office or via a control panel where strict user credentials are required and can only be accessed over https (SSL).

All our staff are fully trained on the General Data Protection Regulation and Data Protection Act and are constantly monitored to ensure that they respect customer privacy and maintain the security of customer data at all times.

All credit and debit card transactions are handled via a payment gateway. No credit card details are stored by us, either on our online systems or call recordings.

Our website is secured using a SSL Certificate, which encrypts all the information you enter before transmission. This means that your credit and personal information will be safe and secure.

Our websites conform to the PCI-DSS standard.

Please note, due to the nature of the internet, we cannot guarantee the security or privacy of emails or that any emails sent will be received by us.

### Logging into Your Account

When you save a quotation or purchase a policy you are invited to create an account with us. Your account will be based on your name, date of birth and email address.

To keep your account and personal information secure you are required to create a secure password which must meet the following criteria:

10 characters long, have at least one lowercase letter, one uppercase letter, one digit and one special character (#?!@%\$^&\*~)



### Accessing Your Policy Documents

When you purchase a policy, you can log in to your account to download your personal insurance documents. You can also request to have your documents posted to you.

Please note: We are unable to email your policy documents to you due to the sensitive personal information contained.

### Data Retention

We are obliged and permitted by law and regulation to retain certain types of data for a minimum period of time. The minimum period of time tends to be for six years but can be longer if the statute or regulation requires or permits.

After that time, we will securely destroy all personal data.

We are happy to delete your personal information sooner than this if requested, for more information see the [Right to Erasure](#) section below.

### How We Use Cookies

Cookies are little files that websites put on your device to make visits quicker, easier and more relevant. Some cookies are essential for websites to work and others remember things about you to give you a better experience online.

We have placed cookies on your computer already to help us give you the experience you expect. By continuing to use our website, you're agreeing to our use of cookies. Alternatively, you can delete or manage them by following the instructions below.

We use cookies to improve your experience in the following ways:

#### Essential cookies – make our website function

Without these cookies, our website won't work properly.

We put 2 session cookies on your computer for the duration of your visit to our site. It stores data about the browser you are using and information you have entered in order for our website to function correctly and for us to provide you with a quotation or policy. One of these cookies is deleted when you leave our website, the other expires after 2 hours.

#### Website usage information – help us improve our website and track advertising

We use Google Analytics to analyse trends of behaviour on our website. These cookies collect aggregated information about how visitors use our site.

We use this aggregated information to improve our website - it never identifies individual users.

They give us an overall picture of how people find and use our website by telling us things like, how visitors found our site, the number of visitors to each page and what people do on the page, like which links they click on.

#### How to control cookies on your device

To opt out or delete cookies on your device visit <http://www.youronlinechoices.com/uk/your-ad-choices>. This website will show you what cookies are active on your device, provides information about what they are doing and enables you opt out.

You can also find out more information about cookies on the website of the Information Commissioner: <https://ico.org.uk/for-the-public/online/cookies/>

#### Disclosure of Information to Third Parties

We do not sell, trade or rent your information and will never disclose information about you to third parties, except to fulfil your specific orders for a product, for example a data processing company may need your details in order to administer your policy. Or in the event that third parties deliver the relevant service, for example, if you take out an insurance policy underwritten by a third party, a claims company will need your details in order to process any claims.

#### Cross-border Transfers of Information

Please note that we provide products and services for customers who may travel outside the European Economic Area (EEA). Therefore, if you travel on such holidays, and it is deemed necessary to provide the cover you have purchased, for example in the event of a medical claim, the information you provide may occasionally be transferred outside the European Economic Area.

It is worth noting however that some non-EEA countries do not afford the same level of data security as the UK. By submitting your details, you consent to this transfer in the event that it is necessary to process your claim. We will always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

We may also be obliged by law to pass on your information to the Police or any other statutory authority.

Terms of Business: IWE-08-2021

### Your Rights Under the General Data Protection Regulation

Under the General Data Protection Regulation an individual has specific rights with regards to their personal data.

#### The Right to Be Informed

When we collect any personal data from you, we endeavor to inform you why we need the information. This is generally in order to provide you with an accurate quotation or to administer your policy. More information can be found in this privacy statement.

#### Your Right to Object (Opting Out of Direct Marketing)

When you purchase a product from us we consider it in our legitimate interest to place you on our marketing list to receive information about similar products and services from us (this may be by post, sms, email, telephone or social media), unless you opt out.

You will be given the opportunity to opt out of all marketing at the point of purchase, at the bottom of every subsequent electronic communication and when you log in to your account.

#### Withdrawing Consent

You can opt out of receiving marketing by using the opt out link which is at the bottom of every electronic communication.

#### Amendment and Rectification of Information

Please advise us in writing as to any changes in your circumstances or of any instances where you feel the data, we hold may be incorrect. We will amend details as required.

If you wish to amend your data please call us on 0330 024 9671, email [info@ancileinsurance.com](mailto:info@ancileinsurance.com) or write to Ancile Insurance Group Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ.

#### Subject Access Requests & Data Portability

You have a statutory right of access to accessible personal and/or sensitive personal data that we hold about you. In order to exercise this right, your application must be in writing for security reasons.

We can supply the data as a hard copy or as a csv file which can be imported into other computer systems.

Call recordings can be supplied as wav or mp3 files, these are common file types which can be listened to in a number of different applications.

Please write to, Ancile Insurance Group Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ or email [info@ancileinsurance.com](mailto:info@ancileinsurance.com)

#### Right to Erasure

You have a right to ask us to delete any data we hold about you. Please write to, Ancile Insurance Group Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ or email [info@ancileinsurance.com](mailto:info@ancileinsurance.com)

Please note, if you have a live policy with us, we will not be able to delete your data unless you cancel the policy first. This is because we require your personal data to administer your policy and process any claims you may make.

#### Right to Restrict Processing

If you feel that the data, we hold for you is incorrect you have a right to ask us to restrict processing until you have supplied the correct data.

Please write to, Ancile Insurance Group Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ or email [info@ancileinsurance.com](mailto:info@ancileinsurance.com)

#### Making a Complaint

If you are not happy with the way that we collect, process or store your data you have the right to lodge a complaint.

You can contact our Data Protection Officer at the following address: Data Protection Officer, Ancile Insurance Group Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ or email [info@ancileinsurance.com](mailto:info@ancileinsurance.com)

Alternatively, if you would like to lodge a complaint with a supervisory body you can contact the Information Commissioners Office.

Visit their website <https://ico.org.uk/concerns> or call their help line 0303 123 1113

#### Changes to our Privacy Policy

If we decide to change our Privacy Policy, we will update all relevant documentation and post any changes onto our websites so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it.

