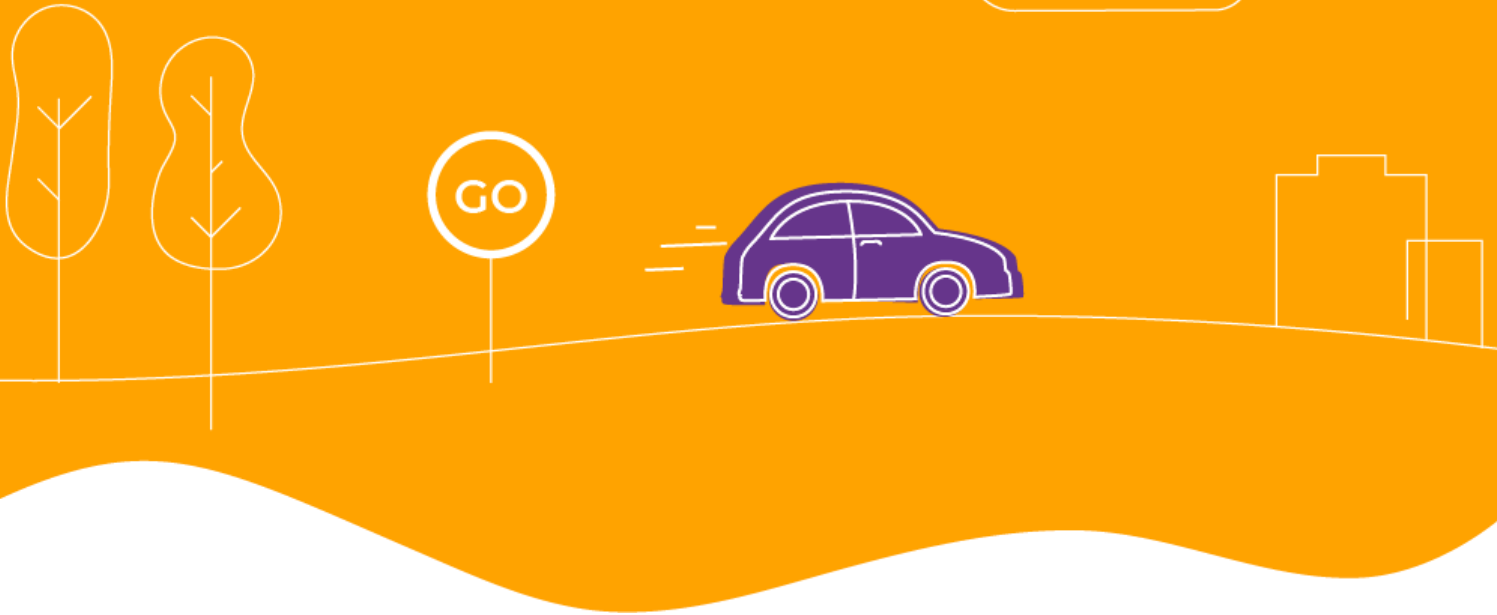


# JURNY

Your pay as you go car insurance



# GENERAL TERMS OF BUSINESS AGREEMENT

Please take time to read this document carefully as it contains details of how we will provide our services to you. You should show this notice to all parties related to this insurance arrangement. If you have given us information about someone else, you are deemed to have their permission to do so. If you have any questions or need further information you can e-mail: [help@jurny.co.uk](mailto:help@jurny.co.uk) or write to us at JURNY, Prospect House, Halesowen, B62 8DU.

## WHO ARE WE?

JURNY is a trading name of My Policy Limited (acting as an Agent for the Insurance Companies) registered in England & Wales No 3019463 of Prospect House, Prospect Road, Halesowen, West Midlands, B62 8DU.

## OUR SELECTION

We offer products from a limited range of insurance companies: AXA Insurance Plc and Zurich Insurance Company Ltd (the "Insurance Companies"). We have developed this product, observing appropriate standards to meet the needs of a target market (i.e., customers seeking a telematics-based, pay per mile insurance arrangement).

We only offer Motor Legal Protection from Royal & Sun Alliance Ltd, Motor Breakdown Cover from the RAC; and Key Insurance from Keycare Limited.

## ACCEPTANCE

At JURNY, we want you to understand the services that we provide, so we have set out our terms of business below; these terms form the contract between you and us. It is important that you read all the information carefully along with our Privacy Policy ([www.jurny.co.uk/privacy-policy](http://www.jurny.co.uk/privacy-policy)) and your Policy Booklet. If you do not understand any part of the information, please let us know at [help@jurny.co.uk](mailto:help@jurny.co.uk).

## LAW AND LANGUAGE

These Terms of Business are subject to English Law and the jurisdiction of the English Courts. We will use the English language for all communications, the contractual Terms and Conditions, and any information we are required to supply to you, before and during the duration of the contract.

## METHOD OF COMMUNICATION

As this is an online policy and to enable us to be as environmentally friendly as possible, we will provide you with information using electronic means (via e-mail, SMS or push notifications). However, if you would like information in a paper format, please let us know at [help@jurny.co.uk](mailto:help@jurny.co.uk) and we will be happy to provide it.

## LIMIT OF LIABILITY

This clause restricts the amount that may be recoverable because of our negligence. Other than injury or death of any person (for which no cap on liability will apply), our liability to you for the services we provide shall not exceed £10,000,000 arising from any one event or connected events.

## OUR REGULATOR AND INSURANCE DISTRIBUTION

We are regulated by The Financial Conduct Authority (FCA), our firm reference number is 307350 and you can check our status and permissions at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on **0800 111 6768**.

We are a general insurance distributor and are authorised for advising, arranging, dealing, and assisting with the administration and performance of general insurance contracts. This also applies to products we co-manufacture but does not apply to Insurance Based Investment and Long-Term Insurance Contracts. We also distribute our products to other FCA authorised insurance intermediaries and insurance brokers and are also an authorised Credit Broker which allows us to undertake Credit Broking Activities.

## THE GENERAL DATA PROTECTION REGULATION (GDPR) AND DATA PROTECTION ACT 2018

JURNY aims to process your data responsibly, fairly and in strict accordance with the General Data Protection Regulations (GDPR) effective 25th May 2018. The Data Protection Act 2018 incorporates GDPR into UK law and requires enhanced disclosures about what we do with your information including, but not limited to:

- a. Our lawful bases of processing.
- b. The information we collect, including GPRS data, and how we use and share that information.
- c. How long we keep information, including the purposes (e.g., administering your policy).
- d. The technical and organisational measures we have in place to safeguard your information.
- e. Your individual rights.
- f. Our approach to marketing.

To ensure customers can easily access details on the areas listed above, we have developed a separate Privacy Policy ([www.jurny.co.uk/privacy-policy](http://www.jurny.co.uk/privacy-policy)).

It is important to take time to read our Privacy Policy carefully as it contains full details of the basis on which we will process (i.e., collect, use, share, and or transfer) and store your information.

## YOUR OBLIGATION TO OTHER DRIVERS

It is extremely important that all other drivers permitted under your policy understand how we process information. Therefore, it is your obligation to show our Privacy Policy and any other relevant insurance information we give to you to all parties related to any insurance arrangement. The information you provide to us may include information about other drivers permitted under your policy. Whilst we have your consent, we shall also deem that consent to extend to other drivers' information and process that information.

We will assume that you have explained how and with whom JURNY shares and processes information, including telematics data to any other permitted driver, and provide them with details of how to access our Privacy Policy.

The reason this is important is because the telematics device (JURNMeter) cannot detect who is driving and all journey data will therefore be viewed as a whole.

## OUR CUSTOMERS BEST INTERESTS

Our aim is to ensure that we act honestly, fairly, and professionally, and in the best interests of any customer or potential customer. This includes giving customers information they might need to understand the relevance of any information we provide, as well as objectively giving that information when it is most useful to a customer to make an informed decision.

## CONFLICT MANAGEMENT

Whilst we act in the capacity of agents for the Insurance Companies, we are required to have in place appropriate governance controls to help us meet our regulatory objectives. We also have in place effective organisational controls, including appropriate supervision to ensure we manage any and all conflicts of interests which may arise or may be identified from time to time. This includes gifts and benefits granted and accepted, which may damage the interests of our relationship with either our distributors, or one or more customers.

When a conflict does arise, which constitutes or may entail the risk of damage to a distributor or customer and we are unable to manage such conflict effectively, we will always take steps to inform all affected parties. We will outline the action we have taken and reasons why. Where relevant, we will usually set out any options to enable the conflict to be mitigated.

## MARKETING (INCLUDING OTHER DRIVERS)

In distributing any marketing, we will act honestly, fairly, and professionally and in the best interests of a customer or potential customer. We will ask you separately for your permission to contact you and how you would like to be contacted (e.g., by phone, e-mail, push notifications, SMS, or post), to tell you about:

- a. new products or services we have or are developing.
- b. trialling products and services which we think may improve our service to you or our business processes.
- c. offer you rewards.
- d. enter you into a competition.

We will typically ask for your permission when you first contact us (usually on our website), but you will maintain the right to easily withdraw your consent whenever you wish.

We will act on withdrawals of consent as soon as we can, and not penalise you if you choose not to give, or later choose to withdraw, your consent. You have the right to withdraw or alter your marketing preferences at any time either using the subscription link contained in any electronic marketing, by calling our main office telephone **0330 135 9018**, or by writing to: The Marketing Department, JURNY, Prospect House, Prospect Road, Halesowen, West Midlands, B62 8DU or to [help@jurny.co.uk](mailto:help@jurny.co.uk).

## CREDIT CHECKS

In obtaining an insurance quotation, or entering into a contract of insurance, you consent to us and any third-party companies, including any insurance companies that we may approach on your behalf, to conduct a credit search to verify identity and assess your credit worthiness. These checks will record a 'soft' check that is still visible on your credit report, but these do not affect your rating. When potential lenders check your credit report, they will not see the soft inquiries.

We may also check information held on claims and anti-fraud registers, in the interest of preventing fraud.

## OUR REMUNERATION

We are remunerated in several ways for the distribution services we provide. This ranges from the fees you pay us and the commission that the Insurance Companies pay to us. From time to time we may also receive remuneration for passing introductions to other professional firms.

We do not have any arrangements whereby we share in the profit from a particular deal with a particular provider. We shall always seek to carefully assess any remuneration scheme (i.e., bonus payments) we make to our staff based on performance, to ensure that this does not conflict with the best interests of one or more customers or potential customers.

Principally, the commissions we receive or agree to deduct from insurance premiums will be deemed payable to us when you pay us the insurance premium, or part thereof, or when we pay the relevant product provider.

The individual agreements we have with each product provider will determine which of the two methods is to be adopted and when the commission is payable to us.

You are entitled to request at any time, information about the commissions that we may have received from your insurance. If you want this information, please contact us.

## OUR STANDARD FEES AND CHARGES

Our table of fees and charges can be viewed in your policy booklet, or by going to [www.jurny.co.uk/fees-and-charges](http://www.jurny.co.uk/fees-and-charges).

Any other specific charges, which might apply to individual policies, will be advised to you prior to the commencement of each contract applicable to a particular policy and as part of the process should you decide to cancel.

## **OUR SERVICE AND YOUR DEMANDS AND NEEDS**

In assessing your demands and needs we will ask you several questions. It is your responsibility to ensure you give us complete and accurate answers to any questions, not only when you take out your policy, but also when you decide to renew or make any mid-term changes. You need to notify us if any of the information you have given us changes (e.g., incurring penalty points for a motor offence).

We will not make a specific recommendation or provide you with specific advice however, we will give you the information you need when it is most relevant to enable you to make an informed decision. In providing this information, we will act honestly, fairly, and professionally. We may also provide information about comparable products between different product providers.

You will be provided with a statement of your demands and needs as part of our sales process and you can request a copy at any time during the lifecycle of your insurance arrangement with us.

## **PRODUCT OVERSIGHT AND GOVERNANCE**

All the products we offer are underwritten by the Insurance Companies. Due to the nature of telematics policies and our group company's actuarial activities, we elect to involve ourselves as a co-manufacturer of the telematics products we offer.

Our product design processes aim to ensure our products take account of the typical objective, interests, and characteristics of our target customers, and do not adversely affect them. We will also take steps to prevent or mitigate any customer detriment we might identify.

This role requires us to ensure our distributors (including employees) have the necessary knowledge, experience, and competence to understand the product and ensure it is consistent with a customer or potential customer's demands and needs. Even where our distribution chain is long, we aim to ensure this goal is met.

## **FINANCIAL STRENGTH**

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies, such as Standard & Poor's and A M Best, published with other readily available information within industry guides, newsletters and press releases. Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

## **MONEY**

We hold all money that customers pay us under a risk transfer agreement with the Insurance Companies.

The premium you pay us is held in an insurer trust bank account in accordance with our agreements with the Insurance Companies, that transfers the risk of money we receive from customers to the Insurance Companies. These agreements deem any money you pay to us, to be received by the

Insurance Companies and it will bear the risk of any losses if our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to a customer.

By holding money in this way, it means that if this firm becomes insolvent, your money remains protected.

In arranging your insurance, we may employ the services of other distributors (i.e., insurance intermediaries) which are regulated by the FCA, and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold a customer's insurance premium in a separate trust account.

Where we are required to pass a customer's premium outside the UK and the protection may be different, we will inform customers. Should a customer want us to pass premiums to a firm outside of the UK, that customer is required to inform us.

## PAYMENT OPTIONS

This policy is a Pay-as-you-drive insurance that is priced per mile driven, which you pay for using a pre-pay account.

When you take out a policy, we will charge you a £100 set-up fee and you will get this back after you've had the policy for 6 months.

You will then be charged a monthly fee for your policy, which will be taken via your Continuous Payment Authority (see "Continuous Payment Authority" section for more details).

You'll also have a pre-pay account for your extra mileage charge. We'll take a minimum of £25 to pay into this account when you set up the policy. It will then be automatically topped up every time the balance falls below £10, although you can choose to top up manually if you prefer.

You can see how much you've been charged for journeys or top up whenever you like through your JURNY account. We'll also send links to your account in emails we send you.

## CLAIMS

In the unfortunate event that you need to make a claim, you'll need to call your insurer as soon as possible. You can find out who this is by checking your certificate of motor insurance or policy schedule. There is a list of insurer phone numbers at [www.jurny.co.uk/make-a-claim](http://www.jurny.co.uk/make-a-claim).

## CANCELLATION

### Your right to cancel

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (consumers) will usually have a legal right to cancel policies for any reason within 14 days of receiving the full terms & conditions. Charges will apply as shown in the JURNY Policy Booklet and at [www.jurny.co.uk/fees-and-charges](http://www.jurny.co.uk/fees-and-charges).

We are only able to cancel a policy from the date of receiving the request. If this is outside our office hours the cancellation will take effect from the next working day. Different charges apply at different stages. We aim to process and refund any amount in your pre-paid account owing to you promptly and as soon as possible. For policies such as legal expenses, breakdown assistance or key cover please review the separate policy booklet that applies to any additional cover you have selected.

## Our right to cancel

We reserve the right to cancel your policy for the reasons set out in your Policy Booklet, which can be found in your JURNY dashboard. If we choose to do this, we will notify you of such termination via email, using the email address you provide to us, together with an explanation if appropriate.

We may also cancel your policy if you breach any part of this Terms of Business Agreement.

## Money Owed to us

If following cancellation of your agreement (either by you or us) you owe us an outstanding balance, we will:

- a. Ask you to pay any amount due either in full or via a continuous payment authority.
- b. Contact you (this could be in writing, via email or SMS) to let you know the amount of the payment and the date/s that the payment will be taken.
- c. If the payment is unsuccessful, we will try to collect the payment on two further occasions within a 30-day period.
- d. If the settlement of an amount due is not arranged within 30 days of cancellation, we will instruct a debt collection agency to recover the amount owed on our behalf and this will incur an additional £50 charge. If you do not arrange settlement of the amount owed, this may lead to legal action and affect your future credit rating.

## CONTINUOUS PAYMENT AUTHORITY (CPA)

When you provide us with your credit and/or debit card details, you agree to a continuous payment authority.

This means that we will securely store your card details to automatically take payment of your monthly fee. We will also use these details to take a top-up payment when the balance of your pre-pay account falls below £10. We do this to ensure your insurance cover continues without interruption and for your convenience, so you don't have to provide new card details each time you make a payment. For further details please see the "Paying for this policy" section of your policy booklet.

You can cancel your CPA at any time by going to the "Payment Methods" page on your Dashboard. Please note if you cancel your CPA this means we won't be able to take payment for your monthly fee or the miles you drive. Your policy will be cancelled if no alternative payment details are provided.

We will also securely store your details to help you settle any amount owed following cancellation of your agreement. For further details, see "Money Owed to us".



## COMPLAINTS

Our aim is always to provide all our customers with a first-class service. However, we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our main office telephone **0330 135 9018**, or write to The Complaints Manager, Jurny, Prospect House, Prospect Road, Halesowen, West Midlands B62 8DU or email us at [help@jurny.co.uk](mailto:help@jurny.co.uk).

If we are unable to resolve your concerns within 3 working days, we will continue to investigate the matter.

We will formally acknowledge the complaint lodged with us, keep you regularly informed about the investigation and give you a final response within 8 weeks. If you are not happy with our final response, or the position after a period of 8 weeks, we will tell you about your eligibility to refer the complaint to the Financial Ombudsman Service (FOS) for an independent assessment of your complaint.

Even in circumstances where you are not eligible to refer such concerns to the FOS, we will attempt to resolve a complaint promptly through negotiation. If the matter cannot be resolved directly with us (usually within 6 months of receiving the concern) we will seek the assistance of an independent compliance firm or mediator as might be agreed between us and any complainant, or as any parties may agree to try and resolve the matter.

The FOS Consumer Helpline is **0800 023 4567** (free for people phoning from a "fixed line" e.g., a landline) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to numbers starting 01 or 02). Alternatively, you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR or go to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent.

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit. Claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on **0800 678 1100** or **020 7741 4100** and [www.fscs.org.uk](http://www.fscs.org.uk).

## **INSURANCE PREMIUM TAX (IPT)**

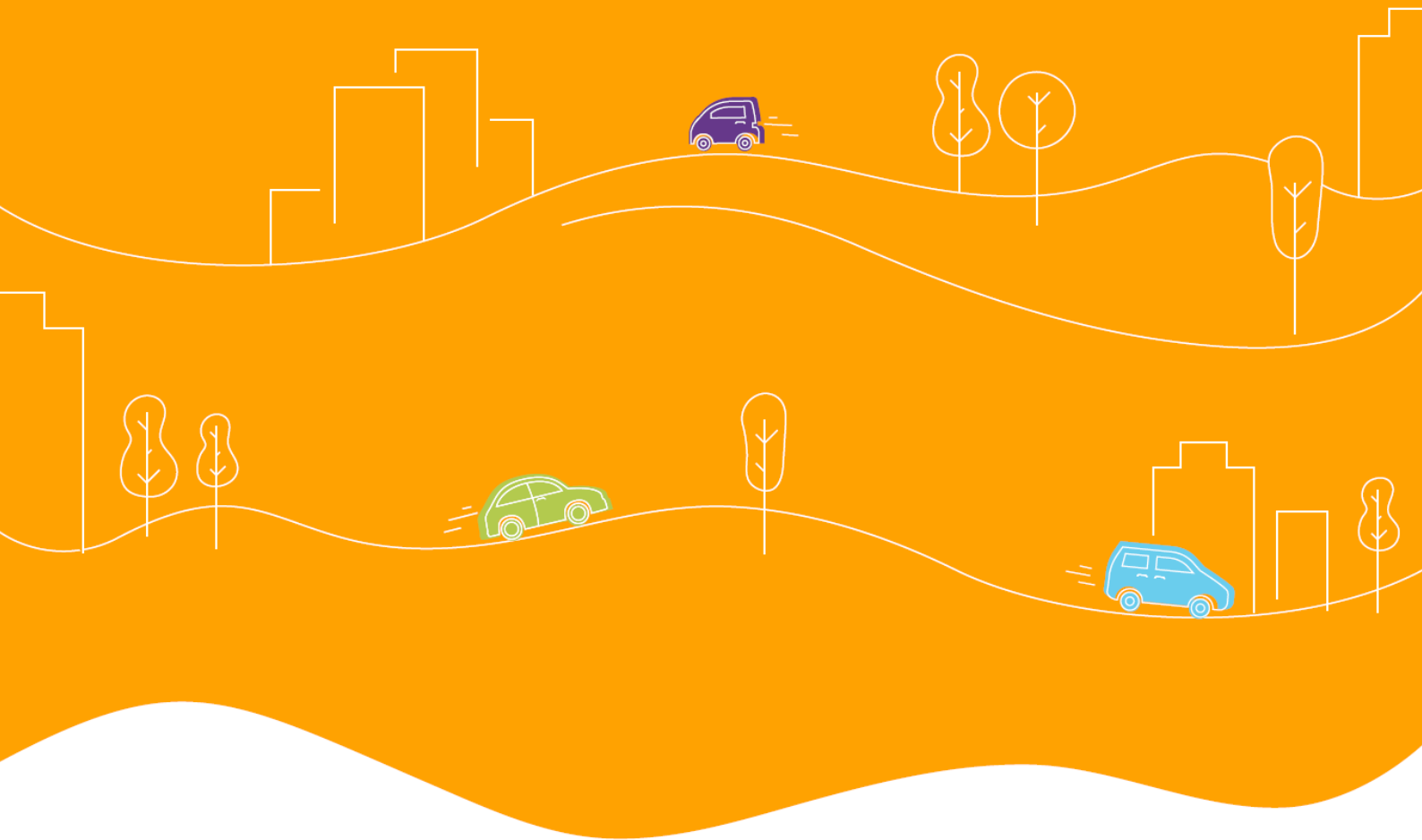
Your premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

## **IMPORTANT INFORMATION**

It is your duty to give accurate information when applying for or amending your insurance policy. We and/or your insurer will ask several questions to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all questions raised by insurers or us honestly and reasonably. These questions are designed to enable us or the insurer to obtain a comprehensive picture of the nature of the risk to be insured, and only by asking such questions and receiving answers which are given honestly and with reasonable care, can we or the insurer be able to offer terms which are designed to meet your demands and needs.

The reason why this is vital and extremely important is that if you fail to tell us or the insurer something when asked or act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection, or insurers may not pay a part or all your claim and may cancel your policy. You may find it difficult to rearrange cover because you did not tell an insurer everything when asked, and you must disclose this fact when you reapply for insurance.

# JURNY



[www.jurny.co.uk](http://www.jurny.co.uk)