

# Welcome to Yoga Insurance

We are delighted to welcome you to Yoga Insurance Services Limited and thank you for choosing to take out a home insurance policy with us. We typically offer quotations from a range of insurers, representing a fair analysis of the market, which means that we will have compared products from a range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select appropriate policies for you. However, under certain circumstances we may only deal with a limited panel or single insurer or we may use another, specialist intermediary to access the insurance product that most suits your needs. We will always inform you where this is the case, and our mission is simple: ensuring good consumer outcomes are at the heart of our culture by giving you low-cost insurance, instant quotations and immediate cover, all self-manageable on your customer portal.

This is not your Insurers policy booklet, but we feel that this is an important and useful guide for our customers. It is a general explanation of Yoga Insurance Services Limited terms of business and should be used alongside your insurance providers' policy Schedule/Certificate of Insurance. You will find your insurance providers Policy Wording in your customer portal at www.yoga-insure.co.uk. Alternatively, you can contact our live chat team at www.yoga-insure.co.uk.

Additionally, if you have chosen to pay by Premium Finance, you will have entered into a credit agreement with your finance provider and will receive their terms and your credit agreement from them.

Should you have any questions about any product or service given by us you can visit the 'My Account' section 24 hours a day, seven days a week at **www.yoga-insure.co.uk** for more information about your policy and our services.

Yoga Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). You can check our authorised status at **https://register.fca.org.uk/** using our registered number 786347.

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# **Making A Claim**

If you need to make a claim, please do the following as soon as possible to help with the claims process:

- Tell the police as soon as reasonably possible if something is lost or if you suspect theft or malicious damage.
- Take all practical steps to get back any property that has been lost.
- If we have asked you to fill in a claim form, send this back to us with everything we have asked for within 30 days of the incident.
- Immediately send us any written claim that is made against you and give us full details
  of any verbal claims made against you.
- Take reasonable action to protect the property from further loss or damage.
- If you have had to pay for urgent repairs to prevent further loss or damage you should ask for and keep any receipts given to you.
- For non-urgent repairs or replacements please follow the instructions from your provider.
- Your provider may ask you to get estimates or want to see the damage themselves before agreeing to the resolution.
- You must not throw away, get rid of or destroy any items that are damaged until your provider says so.
- Negotiate or settle any claims made against you by anyone else, unless your provider agrees in writing that you can.

You must give the policy number shown on your policy schedule each time you write to or phone us. Where Yoga Insurance Services Limited pay to replace any contents, the original item becomes the property of Yoga Insurance Services Limited.

# 24-hour Accident Helpline



# **Terminology**

This is a list of typical definitions used for common words found in insurance information. When referring to your home insurance policy, you should also read the policy booklet for the insurer of the policy that you have taken out with us. This will give you all the information about the cover that you have bought. You can do this by visiting: www.yoga-insure.co.uk/policy-documents.

#### **Accidental Damage**

This is sudden, unexpected damage. It does not include damage caused by wear and tear, anything that happens over time, faulty design or faulty materials.

#### **Associated Damage**

This is what it costs for clearing a site or demolishing, shoring up, or propping up buildings to carry out repairs.

#### **Bedroom**

This is a room used as a bedroom, or originally built as a bedroom, even if it is now used for something else.

#### Building(s)

Your property as it is shown in the summary. Also if they are part of the property;

- Tennis hard courts, swimming pools, ornamental ponds, fountains, terraces, patios, paths, drives, car ports, boundary and garden walls, gates and hedges.
- Fixtures and fittings that belong to you as owner of the property.
- Tanks, drains, pipes and cables that service your property.

#### Consumer

The consumer is the person named under the 'Policyholder' or 'Insured' details on the policy schedule (the person who is covered by the insurance).

#### Criteria

These are the guidelines we are given by the underwriters (insurance companies) that they use to decide on their prices.

#### **Deferment Period**

This is the first period of time after buying the policy when you cannot make a claim if an event happens that is covered by our products.

These periods are:

- different depending on the legal service (the first 45 days for personal injury disputes, 80 days for employment disputes and 180 days for disputes about land); and
- the first 14 days for all levels of the home emergency insurance.

#### **Endorsements**

Something that could change the original cover given by the policy. Any endorsements will be listed on your policy schedule

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#### **Emergency Situation**

An emergency is a situation that poses an immediate risk to life, property, or the environment. Most emergencies need urgent intervention to prevent the situation getting worse.

#### **Excess**

This is the part of the claim that you have to pay yourself. Sometimes there will be more than one excess. If this happens, they will be added together. The standard policy excess is called a 'compulsory excess': this is decided by the insurance provider. If you have an additional excess, this is the amount you wanted to add when you started your insurance cover.

Please read your Policy Schedule to see your total excess.

#### **Financial Conduct Authority (FCA)**

The FCA replaced the Financial Services Authority (FSA) in April 2013. It is the financial regulator for the UK. It is funded by the firms that it manages (regulates).

#### **Fixtures and Fittings**

This covers all:

- built-in furniture;
- built-in domestic appliances;
- fixed glass and sanitary ware;
- fixed pipes, ducts, tanks wires, cables, switches, fires, central heating equipment and storage heaters; and
- fixed wall, floor, and ceiling coverings (not carpets).

#### **Home**

This is the property (house, bungalow, flat or maisonette) shown in the summary and:

- · domestic garages that belong to the property (for home use); and
- outbuildings if they are part of the property; but
- · not items shown in (a), (b) and (c) under Building(s).

#### Insurer/Provider

This is the company that you have bought cover from for your home and/or the contents that are detailed in your policy schedule.

#### **Insured Value**

This is the amount of money shown in the summary. This amount is the most we will pay for any number of claims from the same event.

#### **Period of Insurance**

This is the length of time on your insurance contract. This is shown on your Policy Schedule

#### Policyholder / Serviceholder

The person(s) named on the Policy Schedule.

#### **Policy / Service Summary**

The document that gives a summary of the main features and benefits, significant exclusions and limitations of the policy.

#### **Property**

This is the building and the land that is included within its boundary.

#### **Pro Rata - Cancellation**

The calculation used when your policy is cancelled by you, us or your provider. Pro rata is a calculation of a daily rate of your provider, plus any charges applied by your insurance provider. Please check the "Cancelling Your Policy" section for the full charging structure.

#### Repairperson

This is the tradesperson we have allowed to repair your home after you have made a claim through the home emergency service.

#### **Schedule of Insurance**

This document gives details of you, the authorised provider, your home and your cover. It is part of the contract of insurance. It gives details of the period of insurance, the provider's premium, the home and specified contents that are insured and any details that apply to you and any other names on your policy.

#### **Subrogation**

To take over your rights to recover payment from a third party responsible for the loss.

#### **Terrorism**

As defined in the Terrorism Act, 2000.

#### **Unfurnished**

This is when your home is not furnished enough for normal living purposes for more than 30 days without a break (consecutive days).

#### Unoccupied

This is when your home has not been lived in by you, or a person authorised by you, for more a specified number of consecutive days. Please read the provider's policy document to find out the number of days for your cover. These policy documents can be found at

www.yoga-insure.co.uk/policy-documents and in your customer portal at portal.yoga-insure.co.uk/login

#### Us, Our, We, Yoga Insurance

Yoga Insurance Services Limited, First Point, Balby Carr Bank, Doncaster, South Yorkshire, DN4 5JQ.

We are your Insurance Broker when arranging your policy and, when you entered a Credit Agreement with our finance provider or credit broker. If you enter a Credit Agreement with us, we are your credit lender.

#### You, Your

This is the person or company named under the 'Policyholder' or 'Insured' details on the Policy Schedule (the person the insurance covers).

#### **Insured Event (Home Emergency)**

This is when you need an emergency service because of:

- burst or blocked pipes, blocked drains, or damage to any part of the domestic heating or water system if there is likely to be flooding;
- the removal of a wasps or hornets' nest attached to the property;
- roof damage because of storm or impact damage that is likely to result in flooding or problems with security;

- damage to locks on doors and external broken windows, cause problems with security;
- a fire or burglary that mean immediate repairs might be needed to make the insured property safe, secure or habitable, but only to stop:
  - unreasonable discomfort or difficulties for people living in the insured premises; and
  - · damage to the insured premises when immediate or urgent attention is needed.

### Other Information

#### **Insured Values**

You must make sure that the amounts you are insured show the right value for your property. Some of your personal possessions, for example, jewellery could change, so you must check their value regularly and use a professional valuer if needed. If you do underinsure items, the payment your provider gives you might be smaller than the value of your property. You can update the value of your property by contacting us at any time.

#### Language

The terms and conditions and other information are given in English. No other language will be used unless we agree this with you before your policy starts.

#### **Rights of Third Parties**

Except for those rights granted to Yoga Insurance, under this contract any person, company or other legal entity that is not a party to this contract, does not have any rights that they can enforce under this contract through the Contracts (Rights of Third Parties) Act 1999.

#### **Legal Jurisdiction**

English law is used in this contract unless a different law is agreed by both parties. If a court or another authority finds any of the rules to be invalid, unlawful, illegal or not forceable, the invalid rule(s) will be removed but the other rules will stay in place.

#### **Fraudulent Claims**

If you, or anyone on your behalf, uses fraud to get money from your policy, your insurance will be cancelled, but you will not get a refund.

#### **Other Insurance**

If you have any other insurance policies that cover the same loss, damage or liability as your policy with Yoga Insurance, your insurance provider will only pay its share of the claim

#### **Compensation Arrangements**

Our policies are protected by the Financial Services Compensation Scheme (FSCS). You may be able to get compensation from the scheme if your insurance provider does not do what they say they would is depends on what type of claim it is and what happened. Insurance contracts are for 90% of the claim even if the claim is big. You can read more information about the FSCS compensation scheme at **www.fscs.org.uk** 

### **Terms of Business**

It is always our intention to provide you with clear information so that you can make an informed decision about buying the products and services offered. We will carry out any business with you in a fair, competent and transparent way.

#### **Conditions of Trading**

We are an insurance intermediary. You will not receive advice or a recommendation from us. We will ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice on how to go ahead.

We are allowed to arrange, advise on or deal as an agent of insurers and consumers for non-investment insurance policies. We are authorised and regulated by the Financial Conduct Authority (FCA). You can check our authorised status at https://register.fca.org.uk/ using our registered number 786347

Yoga Insurance Services typically act on behalf of the consumer, however on occasion we will act as agent of the insurer. For example when issuing policy documents.

If you choose to pay for you insurance via Premium Finance, Yoga acts as a credit broker and may offer you finance with a third party premium finance provider; One Call Premium Finance.

When you take out a policy with us, we charge you a fee; this will be disclosed to you upfront. In addition, the insurer pays us a percentage of the annual premium 14 days after the policy starts. Where we have placed your policy with a Net Rated Insurer, meaning there is no commission, we will instead make a charge for the equivalent amount. We will always inform you of this in advance if a) it is a net rated product and b) the actual charge payable. We will also receive a commission expressed as a percentage of the loan made to you from any third party premium finance provider we may use to fund your insurance premiums.

#### **Continuous Payment Authority**

Continuous Payment Authority is a recurring payment process where you allow Yoga Insurance to take money from your debit, credit card or PayPal account whenever we are owed money. Payments can vary in frequency and amount depending on what is owed at the time.

In allowing the Continuous Payment Authority, you let us charge any sums due to your card and to take payments as and when they fall due. You may cancel the Continuous Payment Authority at any time by contacting our Live Chat department which you can access through your customer portal. You will be told should the company decide to change the terms of this Continuous Payment Authority.

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#### Conflict of Interest

Yoga Insurance Services Limited may place your business with One Insurance Limited which offers general insurance products or may offer premium finance options through One Call Premium Finance. Some Directors of Yoga Insurance Services Limited may hold directorships in One Insurance Limited or One Call Insurance Services Limited which is controlled by the CEO of Yoga Insurance Services Limited.

#### **Treating Customers Fairly**

The Treating Customers Fairly (TCF) principle aims to raise standards in the way firms carry out their business by introducing changes that will benefit consumers and increase their confidence in the financial services industry. This means that you can be confident that we are here to help you understand the product you have bought and to answer any further questions that you may have in a clear manner with a high level of customer service. We will make sure that we act in good faith and avoid foreseeable harm to make sure you receive the best outcome from us.

#### **Ouotations**

These are based only on the information that you give to us at the time we give you a quote. You are required by law to take reasonable care to answer all questions accurately and completely. This is to make sure that all the information that you give is true and correct. If you do not do this it may mean that your policy is invalid if you make a claim. If you are in any doubt about whether a piece of information is relevant, please ask us. Your insurer has the right not to accept your policy due to your new details not meeting their criteria; if this is the case, we will cancel your policy.

We will offer you value added products based on a single market exercise, as we use just one insurer for our value added products.

#### **Unrated Insurers**

We quote on the basis of a fair analysis and some of the insurers are unrated. An unrated insurer is an insurer that does not carry an insurer financial strength rating given by international rating agencies, such as Standard and Poor's 500 index (S&), Moody's, Fitch Ratings and A.M. Best. An insurer financial strength rating 'provides an assessment of the financial strength of an insurance organisation' and its ability to pay claims to its policyholders. Each agency has its own methodology, but ratings are usually organised on a scale based on letter grades to indicate the degree of credit risk. For example, an 'A' rating means that the insurers have an excellent ability to pay out claims, while a 'C' rating means that the insurer has a weak ability to pay out claims.

Some unrated insurers have been trading in the United Kingdom for many years, and so failure is not seen as likely, but this is not any sort of guarantee and such firms can fail given the appropriate combination of circumstances.

However, just because an insurer is rated does not mean they cannot get into difficulty. Risks of using an unrated insurer include:

- Unrated insurers may be based overseas and outside the influence of UK regulation. The home state regulation they are subject to may be less intrusive, less rigorous or a lighter touch than that of the UK Prudential Regulation Authority (PRA) / Financial Conduct Authority (FCA).
- In the event of an overseas insurer failing, claims may have to be directed to an overseas equivalent
  of the UK Financial Services Compensation Scheme (FSCS), and this may bring delays in dealing
  with the claim.
- Unrated insurers lack independent corroboration of the quality of their current financial stability.
   As your Insurance Broker, we carry out monthly due diligence checks on our entire panel of insurers, Underwriting Agencies & Managing General Agents and the underlying insurance

#### Contract

When taking out an insurance policy with us, you will always enter into two separate contracts. The first one is with us, Yoga Insurance Services Limited for arranging and administrating your insurance policy. We may charge you a fee(s) for providing our services.

Our terms and conditions set out our fees in the 'Our Charges' section.

The second contract is with the insurance company for giving the insurance cover; they shall charge you a separate premium including Insurance Premium Tax (IPT) as applicable. Their terms and conditions are set out in their policy booklet, statement of Home Insurance and Insurance Product Information Document (which we provide to you within your policy documents). Links are also available on our website **www.yoga-insure.co.uk/policy-documents**.

When you buy optional value added products, you will enter into further contracts with each provider on the same basis as the first contract. Our arrangement and administration fees and the separate premium will form the total price of the insurance. The specific amounts paid for the cover you hold are found in the covering letter with your policy documents.

#### **Provision of Documentation**

At each stage of the period of insurance (new business, renewal or cancellation) we may need documentation from you.

You must send this to us when asked for it from the insurer or from us as an agent of the insurer. Unless you are told otherwise, you are required to send copies of the documents asked for, not the original documents. All documentation sent to our office must be up to date, and at the address, we hold on our records.

If you choose to send the original documents by post, Yoga Insurance cannot be held responsible for their safe delivery or return to you. When we get the documents we asked for, we, in turn, will give you full policy documentation so that you can check your policy details, confirm the period of cover and have available any certificates or documentation that you must have by law. This also applies to any changes you wish to make to your policy during its period of cover. At renewal, we will tell you the renewal date, or when cover will end, in time to for you to arrange other cover, if necessary.

We will tell you about any changes to the policy cover, service or insurer being offered, explain your responsibilities and give you any documentation you need by law.

We will not withhold any insurance documentation from you without permission unless the law allows us to do so. If the policy is cancelled or expires, we will send all documentation that you ask for that you have right to receive. If you do not receive the documentation we said we will give to you, then you must contact us and ask for a duplicate to be sent.

Where you have given us an email address we will send you an activation link to register for our customer portal; from here you will be able to access your policy documentation at any time.

#### **Additional Service Declaration**

If you should make a claim on any additional services (whether given as a free benefit of your policy or bought as an upgrade) during the period of cover, at no extra cost, at a nominal cost or at a price below that of the market rate, then the VAT owed through the fulfilment of such services or goods given will be paid by Yoga Insurance.

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You must send this to us when asked for it from the insurer or from us as an agent of the insurer. Unless you are told otherwise, you are required to send copies of the documents asked for, not the original documents. All documentation sent to our office must be up to date, and at the address, we hold on our records.

If you choose to send the original documents by post, Yoga Insurance cannot be held responsible for their safe delivery or return to you. When we get the documents we asked for, we, in turn, will give you full policy documentation so that you can check your policy details, confirm the period of cover and have available any certificates or documentation that you must have by law. This also applies to any changes you wish to make to your policy during its period of cover. At renewal, we will tell you the renewal date, or when cover will end, in time to for you to arrange other cover, if necessary.

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We will not withhold any insurance documentation from you without permission unless the law allows us to do so. If the policy is cancelled or expires, we will send all documentation that you ask for that you have right to receive. If you do not receive the documentation we said we will give to you, then you must contact us and ask for a duplicate to be sent.

Where you have given us an email address we will send you an activation link to register for our customer portal; from here you will be able to access your policy documentation at any time.

#### **Additional Service Declaration**

If you should make a claim on any additional services (whether given as a free benefit of your policy or bought as an upgrade) during the period of cover, at no extra cost, at a nominal cost or at a price below that of the market rate, then the VAT owed through the fulfilment of such services or goods given will be paid by Yoga Insurance.

#### **Payment**

Cover cannot be given without receiving payment, be it in full or by deposit using one of our instalment facilities. We will give you proof that you have paid any premiums, fees or charges during the period of insurance. For any policy changes where the additional premium is higher than £250.00, we will only issue cover when you have paid a minimum of 20% of the additional premium quoted.

#### **Client Money** (as an agent of an insurer)

We act as agents for the insurer for the collection of premiums and payment of refunds. This means that premiums are treated as being received by the insurer when received in our bank account and that any premium refund is treated as received by you when it is paid over to you.

#### **Debt Recovery**

If for any reason, you default on a payment (instalment or account balance after cancellation) or any other non-payment of a balance, and after several reminders you do not pay the debt, we will exercise any Continuous Payment Authority. If the payment is still not recovered, we will then refer the matter to One Call Debt Recovery. You will have to pay, as well as the debt, a fee of £25.00 once the first letter has been sent to you.

If you still do not contact them, a further £27.00 will be added to your balance for their second attempt to contact you.

The third letter will incur a further £52.00 charge. It is in your interest to pay instalments or balances on the agreed dates to avoid this sort of outcome. If the default persists, One Call Debt Recovery will refer this onto OCL Solicitors who may apply to the courts to recover this from you.

This could result in a County Court Judgement (CCJ) being logged against you. If an outstanding balance is due on a policy after it has been cancelled or the policy lapsed, we have the right to withhold your No Claims Bonus until the balance has been cleared.

Where a balance has been owed for longer than 90 days we may send the balance to an external debt collection agency, which could affect your credit rating and any future credit.

#### Claims

If there is an unpaid premium at the time of a claim, it is our right to withhold any settlement until the balance is cleared; we will tell you if this is the case.

# **Alterations to Your Policy**

You must tell us about any changes to your circumstances straight away. If you do not tell us about changes, your policy might not be valid or a claim may not be paid. If you make changes, your premium might change. A fee of £20.00 will also be charged along with any charges or refunds by your insurance provider.

You must take care not to make any mistakes about value (misrepresentations).

If we become aware of any misrepresentations, we will exercise the Continuous Payment Authority and debit the credit/debit card/PayPal account with an additional premium for this alteration. However, if the misrepresentation accumulates an additional premium that is more than £200, a 7-day cancellation will be added to the policy and the additional premium will have to be paid in full. If the additional premium is not paid by the date you are given, the policy will be cancelled, and you may have to pay more charges. We will tell you before this happens.

If you ask for a change to your policy, a premium will be accumulated, an additional premium may be charged, or a return premium may be given. If there is an additional premium bigger than £250, you will need to pay a 20% deposit and you will be charged a £39 administration fee.

The Insurance policy we place you with may say you can only make a certain number of changes to your cover within the policy dates. This means that further charges may be needed, or you may have to cancel and/or replace your policy.

To make any of the above changes to your policy, please visit your customer portal at **www.yoga-insure.co.uk**. Your Insurer does not have to accept your policy if your new details do not meet their criteria. If this happens, we will cancel your policy and you will be charged our normal broker cancellation. We will try to find a different provider for you.

Please read your policy schedule for details of your policy and tell us if you are unsure whether certain information should be included.

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### **Fraud**

#### What Is Fraud?

Fraud includes, but is not limited to, deliberately not telling the truth or withholding information.

You are committing fraud if you:

- Knowingly make an untrue or misleading statement about your circumstances and/or claim.
- Intend to make a gain or cause a loss to someone else, for example, your insurer.
- By failing to provide the information you are committing fraud if you:
  - Fail to give us the information your insurer or we have requested; and
  - intend to make a gain or cause a loss to someone else, for example, your insurer.

#### How We Deal with Fraud

Insurance fraud is a serious issue, so we take certain measures to protect us and our consumers from it. Your insurance premium is calculated on the risk information provided by you, so it is important that this is accurate.

Fraud results in a rise in premiums, so to be fair to all our customers, we are proactive about finding and preventing fraud.

If fraud is found out, we will:

- cancel or void the policy cover without refunding the premium.
- not pay any claims under the policy.
- recover any money already paid.
- recover investigation and legal costs.
- tell other organisations as well as anti-fraud databases such as CIFAS, CUE and Hunter.

We may also tell the police, which could result in prosecution.

#### **Fraudulent Claims**

If you or anyone acting on your behalf uses fraudulent means to gain a benefit under the policy, your policy will be cancelled by your insurer and the premiums will not be refunded.

### **Our Charges**

We may charge you a fee for arranging and administering your insurance, full details will be provided to you at the outset. Our standard charges are set out below and are subject to variation depending on your specific requirements. Where we are required to undertake additional activities on your behalf that require us to spend more time assisting you with your requirements, we reserve the right to apply an increased charge for our services. We will always agree this with you before the sale or transaction.

**New Business:** Where a fee is charged for arranging a new insurance policy this will be determined on an individual basis and will be dependent on the level of work and cost involved.

In all cases our fee will be disclosed to you and agreed with you prior to the conclusion of the contract and before you become liable to pay.

**Policy Fee:** Where we place your insurance with one of our Net Rated insurers we will apply a charge in place of us receiving a commission. We will always make you aware if you are insured with one of our Net Rated insurers and will inform you prior to your acceptance of any charges that will be payable.

# **Other Charges**

£0.00	Duplicate documents	This fee applies if you request a duplicate hard copy of your documents of any kind sent to you via the post.
£15.00	Renewal arrangement	The renewal arrangement fee will be charged as well as the insurer's renewal premium.
£20.00	Any changes made to your policy	Any changes made to the policy from when the policy is accepted will be subject to this charge.
£0.00	Alteration to payment details	We will charge this amount for any stopped or returned cheques or for altering the date you want the Direct Debit taken from your account.
£15.00	Missed Direct Debit	If a Direct Debit payment is rejected or missed, a charge will be applied by your Premium Finance provider, details of their charges can be found in the credit agreement they send to you.
Variable Interest Rate	Alteration to payment details	Premium Finance plans have a charge that can change (variable). This is included in the payments you agreed to make. The premium finance provider will tell you the variable rate you have to pay.
£49.99	Set-up fee applied (within cooling off period):	We reserve the right to make a charge to cover the cost of setting up your policy where your cover is cancelled within the 14 day cooling off period.
£49.99	Cancellation fee - (applied outside cooling off period)	This fee is applied to all policies cancelled after the cooling off period up until the end of the policy. This fee is applied as well as all other broker administration fees being charged, and all additional products being charged in full. For an example of how our cancellations are calculated please click here. For policies where a claim has occurred please refer to our information book.

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# **Policy Cancellation**

#### If You Made a Claim

Please note that refunds will not be given if a claim has been made before a policy is cancelled as the insurer will charge 100% (all of the premium and all administration charges on your policy) of the premium regardless of the length of time that cover has been in force. If you have paid in full, you will not be entitled to a refund. If you are paying by Premium Finance, we will write to you to confirm your account balance.

#### **Rights to Cancel**

You have the right to cancel any contract we arrange on your behalf please see "Requesting a Cancellation" or "Cancelling a Renewal" below for details.

#### Cooling-Off Period (14 days)

Within the first 14 days from receiving your policy documents or the policy start date, whichever is earlier, you may cancel your policy under the cooling off period principle. All insurers have a right to apply a 'policy time on risk' charge. Yoga Insurance will apply a charge of £49.99 for new policies.

If any value added products bought have been used within the first 14 days, the full amount of this product will be payable.

If we or your underwriters cancel your policy, we will write to you at your last known address telling you that your policy will be cancelled within seven or ten days, the date of which will be confirmed in your letter and the cancellation fee will still be applied.

#### **Rights to Cancel**

Please visit your customer portal where you are able to cancel any pending renewals.

The Renewals Department Yoga Insurance Services First Point Balby Carr Bank Doncaster DN4 5JQ

Please also refer to further details relating to your renewal contained within this booklet.

#### **Requesting Cancellation**

You may cancel your insurance policy via your customer portal; where possible we ask that you provide a reason for the cancellation so that we can monitor our consumer feedback and service. For more information about the charge structure, please see the 'Our Charges' section. We reserve the right to cover the cost of setting up your policy where the cover has not yet come into force. Any additional cover, such as home emergency or legal cover, whether given as a free benefit of your policy or bought as an upgrade, will be cancelled at the same time as your home insurance.

#### **Voided Policies**

If your policy has been voided by your insurance company we reserve the right to apply a charge of £49.99

#### **Cancellation Fees After the 14-Day Cooling Off Period**

After the 14-day cooling off period has ended, you still have the right to cancel your policy. There is a set charge structure applied to the cancellation of any insurance policy arranged through Yoga Insurance, which takes into account our administration costs for arranging the policy and administrating the policy cancellation. All cancellations are calculated on the following basis:

- Day 15 to the end of the policy you will be charged for any time on cover as calculated by your insurer; this is normally pro rata and an insurer fee. We will include any administration fees and the full cost of any value added products. We will include a cancellation charge of £49.99. We will also take off any discounts that have been applied to the policy.
- If a claim has been made you will be charged the full premium as well as any broker charges and the full cost of any value added products bought during the policy.
- If in the event your cancellation return of premium is lower than our charges of cancellation, the full remaining insurance costs will be owed.

Where you have paid your premium in full, we will let you know any amount you may be due back. If you are paying by Premium Finance, you will need to pay a balance of the cancellation charges as set out above, once we have calculated how much you have paid. Please note, this amount does not include the interest you have paid on the Premium Finance as this is not paid to Yoga Insurance, this is paid to the finance provider and therefore cannot be used towards the payment of your premium. All insurers have a right to charge for the time that you have had on cover.

If your policy is cancelled and there is a balance to be paid to us, as per the continuous payment authority, we will use your card payment details to collect the amount; we will try to take the payment 7 days after the day the cancellation was processed unless something different has been agreed with one of our agents. If this payment declines we will then reattempt this throughout the month until the last working day. If this is still unsuccessful or we hold no valid card details we will then pass the outstanding balance to One Call Debt Recovery where further charges will apply.

Reasons we may cancel your policy:

- Non-receipt of documents.
- Non-payment.
- Fraud.
- Misrepresentation.
- Insurer request.
- Threatening or abusive behaviour towards our staff or suppliers.
- Inappropriate language, intimidation or bullying of our staff or suppliers.

#### **Cancelling Premium Finance payments**

If you are paying by Premium Finance, cancelling your Direct Debit does not mean that you have cancelled the policy; it simply means that you have stopped paying for it. In this case, cover will still be in force, and the premiums will still be charged until we receive your cancellation request or until we give you a notice of cancellation, whichever is sooner. The Direct Debit agreement is set up between you and the finance provider.

More information about the terms of the agreement can be found under the Consumer Premium Finance agreement section of this information booklet.

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#### Refunds

If a refund is due to you, the right amount will be issued back onto the last known credit/debit card.

Refunds can take up to 14 days. If a refund is needed to a different bank account to the one we hold on record for the card holder, then a copy of the account holders bank statement confirming the account details will be needed.

#### **Default on Payment**

If you are paying by instalments and you receive a default notice from us, we have the discretionary right to cancel your policy in line with the terms and conditions in the default notice sent to you. If this happens, any refund of the premium received from your insurer by us will be used to reduce any outstanding balance when your policy is cancelled. Any residual balance of return of premium will be paid to you. If a claim has arisen under this insurance and the policy is cancelled due to a default on payment, no refund will be available from the insurer, and you must pay the sum contained within the default notice in full.

Please include your customer reference on all communications that you send to us to help ensure prompt service.

## **Complaints Procedure**

#### Step 1:

If you haven't already, then we ask that you please contact the appropriate department.

You can also use our Live Chat service at **www.yoga-insure.co.uk** or **www.onecallclaims.co.uk** for any complaints relating to claims.

All staff within the company have been trained to give a high level of service and will try to resolve any dissatisfaction where possible.

If an agent is unable to reach a satisfactory resolution for you they will refer you to their line manager who will also try to resolve your complaint to the highest standard possible. You can also register your complaint to the Complaints Handling Manager directly at;

The Complaints Handling Manager Yoga Insurance Services Limited First Point Balby Carr Bank Doncaster DN4 5|Q

We aim to resolve your complaint within 24 hours from when we receive it, however, if this is not possible then we will acknowledge your complaint in writing within five working days. Once we have acknowledged your complaint we will perform a full investigation into the matter and ensure that all areas of the complaint are covered.

A final written resolution letter will then be sent to you once all investigations have been complete, within eight weeks of receiving the initial complaint. If you are still dissatisfied with the resolution offered at this point please refer to stage 2.

#### Step 2:

You may have the right to refer your complaint to the Financial Ombudsman Service.

If you choose to escalate your complaint, you may contact the Financial Ombudsman Service (FOS) or an agreed Alternative Dispute Resolution Provider (ADRP). You must enclose a copy of the final resolution that we issued to you along with your policy number and quote "Yoga Insurance Services Limited" as the reference. The Financial Ombudsman Service can help with most complaints if you are;

- a customer.
- a business with an annual turnover below £6.5m **and** fewer than 50 employees **or** an annual balance sheet below £5m.
- a charity with an annual income of less than £6.5 million.
- a trustee of a trust with a net asset value of less than £5 million

The Financial Ombudsman Service can be reached at **www.financial-ombudsman.org.uk** or you can also write to them at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

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The Financial Ombudsman Service (FOS) is the UK's official expert in resolving complaints within the financial services industry. Complaints can be brought by, or on behalf of, customers (or potential customers) who are private individuals, micro-enterprises and small to medium size enterprises (small to medium size enterprises can bring complaints to the ombudsman as long as they have an annual turnover below £6.5m **and** fewer than 50 employees **or** an annual balance sheet below £5m).

If we agree to appoint an Alternative Dispute Resolution Provider (ADRP) you can make your complaint within 12 months after receiving our final resolution letter. A list of ADRP's can be found through the trading standards website.

You can find further information at www.financial-ombudsman.org.uk

The European Commission under EU regulation has provided an online dispute resolution platform to help you raise a complaint. If you bought your policy online, you can make a complaint at the European Commission Online Dispute Resolution website. Just so you know, this doesn't replace the service.

# What Happens at Renewal

We will send out your new renewal terms to your customer portal at least 21 days before renewal for all policies. We hold the right to refuse renewal terms where we are unable to offer a quote with our insurer panel, provided we send you notice 21 days before your renewal date, allowing you time to find another insurer

The price that we offer on your renewal notice will be based on the information you gave us on last year's policy. If your circumstances or any other information have changed about your insurance during the last year, you must tell us before your policy is renewed. If you do not tell us, you may not be properly insured; this may invalidate any claim that you wish to make on your policy. If you are in doubt about whether something is relevant, you should ask us.

The renewal cost will also include our renewal arrangement fee (please refer to the 'Our Charges' section for details of any additional charges).

To try to get you a competitive renewal price, we will instruct some of our insurers to carry out a check on your credit records. This does not cost you anything, and the information that they access could be received from a few different publicly available sources, such as credit reference agencies, who may record the search.

This is helpful to you because some insurers will be able to offer you a significant discount on your premium because the check gives another way in which they can confirm your identity, therefore protecting both parties from fraud or money laundering. Regardless of the result of the check, it will never result in your premium increasing. If you do not want us to instruct our insurers to check your credit records, then you must tell us in writing at least 30 days before your renewal date. Please mark your envelope; 'Credit Check'.

Where possible we will automatically renew your insurance policy as long as we hold valid payment details. Please see below for specific details. However, if at any point you wish to opt-out of having your policy automatically renewed, please contact us at least five days before your renewal date by visiting your customer portal.

#### **Renewing by Premium Finance**

If you pay for your insurance via Premium Finance, for your convenience we will automatically renew your policy and send confirmation via email, along with your new insurance documents, roughly one week before your renewal date. Your Direct Debit collections will continue on or up to three days either side of your current Direct Debit date.

## **Continuous Payment Authority**

#### Renewing by payment in full or credit/debit card

If you paid in full by credit/debit card and where we hold valid details, for your convenience and protection, we will take money from your debit, credit card or PayPal account with the full amount of your renewal premium up to five days before your renewal date. Where we have taken payment for your renewal, and you contact us before the renewal date to decline the renewal, we will arrange an immediate refund for the amount debited.

If we do not hold valid Direct Debit or credit/debit card details, we will not automatically renew your policy - you will need to contact us to renew the policy before the renewal date. You can do this by making a payment online by visiting the 'My Account' section at **www.yoga-insure.co.uk**.

Where we will renew your policy automatically, we will tell you on your renewal invitation at least 21 days before your renewal date.

#### **How to Decline an Automatic Renewal**

Where possible we will automatically renew your insurance policy as long as we hold valid payment details. However if at any point you would prefer to opt out of automatic renewal you can do so in your customer portal, via live chat or in writing to Yoga Insurance Services Limited, First Point, Balby Carr Bank, Doncaster, South Yorkshire, DN4 5JQ. Please let us know at least five days before the renewal is due. You must tell us on or before your renewal date that you do not want to go ahead with the renewal. Any request to cancel your renewal after your renewal date will result in a charge of £49.99 as well as any time on risk charge made by your provider.

# **Consumer Premium Finance Agreement**

If you have opted to pay by Premium Finance you will be entering into a separate Credit Agreement Contract.

The payment on your bank statement will read 'Yoga Insurance'.

We act as a broker for insurance and a credit broker for finance. Confirmation of your Premium Finance provider will be disclosed. Where we act as a credit broker and you later entered into an agreement with a Premium Finance provider we will have entered into a collateral contract with them to repay them any monies that you owe them during the term of the agreement. This collateral contract is a rule of the agreement between you and them, and it is part of the agreement between you and us that you will repay any money to us that we have paid to the Premium Finance provider. If you do not agree to this, you should not enter into the finance agreement. Such sums could include monies payable if the agreement is cancelled, where you default on any payment or where the finance provider is unable to collect monies under the Premium Finance mandate.

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We can introduce you to a small number of finance providers who may be able to help finance your purchase. We are not independent financial advisors.

If we need to pay back any monies to the premium finance provider during the term of your agreement with them, then the following will occur:

- we will contact your insurer and cancel your contract of insurance;
- the insurer will then calculate whether any monies are owing to you or whether a balance is owing to them.
- if there are monies owing to you this will be returned to us (a return of premium).
- if we need to make payment of an outstanding balance, we will add this amount to the money we have paid to the finance provider, and then will seek to recover this amount from you (see the Policy Cancellation and Debt Recovery sections of this Information Booklet).
- if there is a return of premium we will take this off from the monies paid to the finance provider and then recover the balance from you (see the Policy Cancellation and Debt Recovery sections of this information booklet).
- when any money owing has been repaid by you, your obligations to us will have been carried out.

This is a summary of terms; your finance provider will send you the full details.

Your Direct Debits will be made via a running account credit agreement made between Yoga Insurance, your premium finance provider and you.

Please note that you are entering into a premium finance agreement with the premium finance provider to pay your insurance premiums. Please note that, should you default, a fee will be applied when collecting the arrears. This fee will be as well as any administration charges that Yoga Insurance may apply, please see the 'Our Charges' section under Yoga Insurance's terms of business for more information.

Any funds made available to you under this running account credit agreement shall be under terms and conditions. A welcome pack containing a pre-contract information document and a full copy of the terms and conditions of this agreement will be sent to you by the finance provider within 14 days from the start of your policy. You must read this, along with this booklet, and understand the full terms and conditions of the running account credit agreement before entering into the agreement.

We do not charge a fee for arranging your finance; however, we receive a commission from the finance provider which is included in your monthly repayments.

#### **Credit Assessment**

In assessing your application, the premium finance provider may search the public information that a credit reference agency holds about you. The credit reference agency will add details of the search to their records whether or not the application for credit goes ahead. A hard footprint may appear on your credit file. This and other information may be used to make credit decisions about you and to carry out checks for the prevention and detection of money laundering.

In order to assess your application, the premium finance provider may use credit scoring, credit reference agencies and automated decision-making systems. The assessment will take place after the premium finance provider has received your application. When your premium finance provider performs an affordability assessment, a hard footprint will appear on your credit file.

#### Your payments

If you do not make the repayments that are due under this agreement, your credit rating may be adversely affected and this could make getting credit more difficult in the future. It may also result in legal action being taken to recover the debt. If you do not make repayments under this agreement, this may result in your credit agreement and the insurance policy paid for by the said agreement being cancelled. You may then be liable for any debt arising from the cancellation, which may be assigned to us by the finance provider to recover.

#### **Direct Debit Guarantee**

If there is a change to the date, amount or frequency of your Direct Debit, your finance provider will always give you five working days' notice in advance of your account being debited. If there is an error, you are entitled to an immediate refund from your bank or building society. You have the right to cancel at any time, and this guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. A copy of these safeguards under the Direct Debit Guarantee will be sent to you with your welcome letter from the finance provider.

#### Credit Limit

The finance provider will decide, but not tell you, the credit limit available on your account. They may introduce a credit limit at any time and will give you at least one month's written notice of such limits. Afterwards, you will receive a further one month's written notice for any variation resulting in a decrease to your credit limit.

#### **Minimum Payments**

While any debit balance remains on your account, you agree to make minimum monthly payments to the finance provider. The finance provider will write and advise you of the date by which the first monthly payment is required and, thereafter, in each subsequent month. Payment is needed on the banking business day corresponding to the first payment date (or if there is no corresponding banking business day, the first banking business day following that date) or such other date as we may set. For your first drawing of credit, the minimum monthly payment is the monthly payment set in the Standard Consumer Credit Information (SCCI) that will be sent to you by the finance provider. For any later drawings of credit, the minimum number of monthly payments will be as stated by the finance provider to you from time to time about the number of transactions on the account, and the term of the insurance being financed by drawings on the account.

The payment date can be altered after the first payment is received to a more convenient date in the month.

### **Interest Charges**

Interest shall be charged at the rate stated in the Standard Consumer Credit Information (SCCI). The interest shall be varied by the finance provider after seven days written notice, given to you at any time, so that they may take account of actual or expected changes in market conditions. The finance provider will vary the interest rate for any credit already advanced to you for paying insurance premiums. The rate of APR is stated in the Standard Consumer Credit Information (SCCI) and assumes a possible variation in the rate of interest, but never any higher than a maximum of 28.82% APR.

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#### **Default Charges/Refunds**

If a Direct Debit payment is rejected, a charge will be applied by your Premium Finance provider; details of their charges can be found in the credit agreement they send to you. Where you default more than twice, the Premium Finance facility will be withdrawn by the Finance Provider and a new plan will be arranged by Yoga Insurance via post-dated payments; we must have payment details available to collect the agreed instalments. Please see the 'Our Charges' section for details of any additional charges.

If you have defaulted on your monthly payment and the attempt to re-apply at your bank has failed, Yoga Insurance or the finance provider will exercise the continuous payment authority and use the card payment details held on your file to collect this amount. As well as the finance provider, we also reserve the right to charge £30.00 if your Direct Debit defaults.

#### Cancellation

In cancelling your Premium Finance, your insurance policy will remain in force until Yoga Insurance is told of your intention to cancel. Please see the Cancellation section of this information booklet for more information. This is as well as any other cancellation charges applied by Yoga Insurance, please see the 'Our Charges' section for details of any addition to any other cancellation charges applied by Yoga Insurance (see the 'Our Charges' section of this booklet for further information).

### **Data Protection**

Under this part of the information booklet Data Protection Laws means; any law, regulation or rules which relates to the protection of individuals with regards to the processing of personal data.

All personal information provided by you is held securely and in confidence by us in our computerised and other records. When we process your personal information we do so in compliance with Data Protection Laws. We maintain strict security standards and procedures with a view to preventing unauthorised access to your data.

Full information about how we handle and process your data can be found in our Privacy Policy which we highly recommend you read.

This can be found at: www.yoga-insure.co.uk/privacy-policy

If you have any questions about data protection or privacy, please contact our Data Protection Officer at: **DPO@Yoga-insure.co.uk** 

### **Disclaimer**

Yoga Insurance Services Limited may add to, change, discontinue, remove or suspend any term or condition of service, temporarily or permanently, as reflected from our consumer feedback, at any time, without notice and liability.

All prices and details published in this Information Booklet are correct at time of going to print and are subject to change without notice.

Our terms and conditions are available at: www.yoga-insure.co.uk

New terms apply as soon as they are posted.

### **Declaration**

By accepting this agreement, you confirm the following declaration:

I agree to have an account set up for me on the terms and conditions as set out by the finance provider and Yoga Insurance Services Limited. I confirm my details, and the information on the proposed use of funds are correct.

I authorise you to make such enquiries as you think necessary in connection with this application and I understand that unless I have indicated otherwise, I may receive from you details of other products and services which may be of interest to me.

If you do not agree with any of our terms, please contact us within 14 days from inception.

If you have not contacted us by then, it is assumed that you accept the terms herein.

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