

Aioi Nissay Dowa Insurance Europe

TERMS OF BUSINESS AGREEMENT FOR MOTOR ICHIBAN

This document sets out the terms on which Aioi Nissay Dowa Insurance Company of Europe plc acts for its customers. These are our standard terms and can only be varied with our written agreement. Please read this document carefully as it sets out our respective obligations. It also contains information that the Financial Conduct Authority (FCA) requires us to provide.

Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree, as if you instruct us to proceed with any insurance arrangement or to undertake any other insurance related service we will be doing so on these terms, which will have contractual effect between us. Words in the singular shall include the plural where the context requires and vice versa.

1 OUR RELATIONSHIP – STATUS DISCLOSURE

- 1.1 We, Aioi Nissay Dowa Insurance Company of Europe plc, or Aioi Nissay Dowa Europe, whose registered office: 7th Floor, 52-56 Leadenhall Street, London, EC3A 2BJ, UK, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No. 401084. You can verify our name, address and statutory status on the FCA's website at www.FCA.gov.uk/register.
- 1.2 Following receipt of your specific enquiries we will normally issue a quotation of terms and premium based on the information supplied to us. Such a quotation is not confirmation that coverage has been effected. Coverage can only be relied upon when we have specifically confirmed in writing that cover has been effected. Whenever practical, we ask that all instructions are confirmed in writing. We will assume that whoever gives such instructions has the authority to do so. It is vital that you provide us with all relevant information and that you keep us informed of changes in material circumstances to enable us properly to meet your interests.
- 1.3 Please see paragraph 3 regarding "The Duty of Utmost Good Faith and the Duty of Disclosure to us".

2 COMPLAINTS

- 2.1 It is our commitment to provide you with a high level of customer service at all times. As part of this commitment we have developed a formal complaints procedure. This procedure complies with applicable regulatory requirements and is available upon request. Should you have cause to make a complaint you should address your complaint to The Compliance Officer 7th Floor 52-56 Leadenhall Street London EC3A 2BJ 8DU or by telephoning +44(0)345 070 44 71, setting out the nature of your complaint. A Complaint may be made free of charge and the Compliance Officer or other appointed person will acknowledge the complaint within 3 working days and advise you when you can expect a response. We will provide you with a full written response within 20 working days or update you on progress and advise you of our final decision no later than a further 20 working days.
- 2.2 If you are not satisfied with our response to your complaint, and are an eligible complainant, you may be entitled to refer the matter within 6 months to the Financial Ombudsman Service at South Key Plaza, 183 Marsh Wall, London E14 9SR or by telephone at +44 (0)800 023 4567 or +44 (0)207 964 0500 (outside UK) or www.financialombudsman.org.uk. This is a free, independent service for settling disputes. We are also covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.
- 2.3 Further details regarding the FSCS are available on line at www.fscs.org.uk or by calling 0800 678 1100 (+44 207 741 4100 from overseas)

3 A REMINDER OF THE DUTY OF DISCLOSURE TO INSURERS

- 3.3 Under English law you have a duty to take reasonable care to answer our questions fully and accurately and to ensure that any information that you volunteer is not misleading. This duty exists before your cover is placed, when it is renewed and at any time that it is varied, and your policy wording may provide that it continues for the duration of the policy. If you do not do this, we may be able to impose different terms on your cover, may charge you a higher premium or, in some circumstances, may be able to avoid your policy from inception and any claims under it would not be paid.
- 3.4 Where you are required to complete a proposal or claim form or other document, you are reminded that the responsibility for the accuracy of all the details given is yours and yours alone.

4 CONFLICTS OF INTEREST

- 4.1 In certain circumstances we may act for and owe duties of care to other parties. If we believe we may have a potential conflict of interest with business transacted with you, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure that you are treated fairly at all times.

Motor Ichiban Desk T +44 (0) 370 010 8111 E info@motorichiban.com W motorichiban.com

Aioi Nissay Dowa Insurance Company of Europe Plc, 7th Floor, 52-56 Leadenhall Street, London EC3A 2BJ UK

Registered in England and Wales Number 5046406, Registered Office: 7th Floor, 52-56 Leadenhall Street, London EC3A 2BJ, United Kingdom.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No. 401084. A member of the MS&AD Insurance Group.

5 COVERNOTES, POLICIES AND OTHER DOCUMENTATION

- 5.1 As soon as practicable after we have arranged the insurance, we will send you a cover note and/or a policy document setting out the terms of the insurance and the name of the Insurer(s) with whom it has been placed.
- 5.2 This document is the formal evidence of the contract and sets out the full terms of the contract between you and the Insurer(s) including us.
- 5.3 All documentation received from us should be checked to ensure it is in accordance with your instructions. Should this not be the case or should clarification of the content be required you should contact us immediately. Otherwise, we will assume that the documentation is in order.
- 5.4 Please ensure that special attention is drawn to the claims notification provisions and to any warranties and conditions of the insurance as any failure to comply, may invalidate the insurance.

6 PREMIUM PAYMENT

- 6.1 It is a fundamental element of the insurance contract that the premium is paid in return for assuming the risk. We therefore require settlement of the premium at or prior to inception of each policy or at the date of any invoice/debit note, unless otherwise stated or agreed in writing. This payment should include any taxes or charges which is applicable.
- 6.2 In certain circumstances we may impose time limits within which the premium is to be paid. It may be a condition or warranty of the policy that if payment is not made to us by a certain date cover will not continue, or we may be able to treat the contract as at an end from inception. We may also levy a charge in relation to the time on risk of the contract. It is therefore very important that all payment dates are met.

7 CLAIMS

- 7.1 Unless agreed with you to the contrary or as otherwise stated within the policy terms and conditions, you must notify us of all details of any incidents that could give rise to a claim without delay and provide us with all material information in order for us to comply with the terms of the insurance contract.
- 7.2 We will provide a claims handling service in Japanese for you as long as you remain a policyholder of Motor Ichiban, providing you with reasonable guidance in pursuing a claim under your insurance contract.

8 DATA PROTECTION

- 8.1 Both parties shall comply at all times with the General Data Protection Regulation (GDPR) and any principles and guidelines issued from time to time by the Information Commissioner.

9 GOVERNING LAW

- 9.1 These items of engagement and any accompanying or associated engagement letter shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any disputes that may arise out of or in conjunction with them.

SCHEDULE OF ADMINISTRATION CHARGES

- 1 Duplicate Certificate : £15.00
- 2 Change of inception date for new policy before the commencement : £15.00
- 3 Mid-Term Cancellation Charge : No charge if policy lapsed at renewal
 - During the first 12 months from the inception : £30.00
 - After the first renewal : £20.00