

Terms of Business

Thank you for choosing M&S Travel Insurance. Please read this document together with your policy wording and certificates.

This Terms of Business Agreement is here to help you understand how your M&S Travel Insurance policy is set up and managed. It explains the role of Rock Insurance Services Limited, who arrange and look after your policy, and outlines what you can expect from us, as well as what we need from you. Our aim is to give you clear, easy-to-understand information so you can feel confident about your cover and how it works throughout your time with us.

If there is anything that you do not understand, please contact us immediately on **0333 200 7400** or email customerservice@insurancetravel.marksandspencer.com.

Definitions

In this Terms of Business Agreement, "ROCK" or "we," "us," and "our" means Rock Insurance Services Limited

About M&S Travel Insurance

Marks and Spencer plc is a company registered in England and Wales with company number 214436 and with the registered address Waterside House, 35 North Wharf Road, London, W2 1NW. Marks and Spencer plc is an Appointed Representative of Rock Insurance Services Limited for general insurance. This means that Marks and Spencer plc is not directly authorised by the Financial Conduct Authority (FCA) to arrange or administer general insurance products. Instead, it operates under the regulatory permissions of Rock Insurance Services Limited, which is authorised and regulated by the FCA (Firm Reference Number 300317).

M&S Travel Insurance is a trading style of Rock Insurance Services Limited. M&S Travel Insurance policies are arranged and administered by ROCK Insurance Group (ROCK). ROCK Insurance Group is a trading style of Rock Insurance Services Limited.

Rock Insurance Services Limited is a company registered in England and Wales: company number 04255878 and with registered address 3rd Floor, Griffin House, 135 High Street, Crawley RH10 1DQ. Rock Insurance Services is authorised and regulated by the Financial Conduct Authority. You can find information about Rock Insurance Services on the Financial Services Register at <https://register.fca.org.uk/s/>, searching by their name or using FRN 300317.

Rock Insurance Services Limited is an insurance intermediary.

Ownership

Rock Insurance Services Limited (ROCK) is a wholly owned subsidiary of Rock Services Holdings Limited, which is in turn a wholly owned subsidiary of Staysure Holdings Limited, a company registered in Gibraltar.

Your agreement to these Terms of Business

In seeking insurance through us, you agree to this Terms of Business Agreement. The terms of this Terms of Business Agreement shall apply throughout the life of your policy (and throughout the life of any policy renewed through us). This does not affect your normal statutory rights.

About our service: Non-Advised Travel Insurance Arranging and Administration

We will act on your behalf when arranging travel insurance for you. We are committed to treating you fairly in all our dealings with you now and in the future.

We are acting on a 'non-advised' basis, which means that we will provide you with information about the significant features, benefits, limitations, and exclusions of the policy and will not provide you with a personal recommendation as to whether this policy is suitable for your specific needs.

It is your responsibility to ensure that the policy is suitable for you.

You will not receive advice or a recommendation from us. We may 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 about how to proceed.

We will respond to any customer service issues you may have, including queries, policy amendments, renewals, cancellations, and complaints other than claims and claims complaints (which will be dealt with by the respective insurer).

About the Products we offer

All sections of our travel insurance cover, with the exception of Optional Gadget Cover, are underwritten by Inter Partner Assistance S.A. (IPA). IPA is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. IPA UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.

Optional Gadget Cover is arranged, and claims are administered by Taurus Insurance Services Limited, an insurance intermediary authorised and regulated in Gibraltar by the Financial Services Commission under permission number 5566 and authorised by the Financial Conduct Authority in the UK under registration number 444830.

The Optional Gadget Cover insurer is AmTrust Specialty Limited (AmTrust) whose registered office is Market Square House, St. James's Street, Nottingham, NG1 6FG, United Kingdom, and it is

registered in England under number 01229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 202189.

We also offer a number of additional cover options, including:

- Optional Winter Sports Cover
- Optional Cruise Cover
- Optional Golf Cover
- Optional Gadget Cover

Important Information

The documents listed below form part of the contract of insurance between you and us, you will receive these documents in email (or post where requested) when you purchase your policy:

- Your policy booklet
- Your schedule (including any endorsements or clauses displayed on it)
- This Terms of Business Agreement (TOBA)
- Your Insurance Product Information Document (IPID)
- Any policy changes communicated in mid-term amendment or renewal notices.

When a policy and related documents are issued, you are strongly advised to read them carefully, as they form the basis of the cover you have purchased. If you are in doubt over any of the policy terms or conditions, please contact us, and we will be happy to explain and clarify any points for you. Our products meet the demands and needs of those who wish to be insured for specific risks whilst travelling, including overseas medical expenses, cancellation cover, and personal possessions cover.

This statement is in addition to our terms and conditions of your policy. To contact a member of the Customer Service team for clarity or to make changes, please call us on **0333 200 7400** or email **customerservice@insurancetravel.marksandspencer.com**. You consent to us transferring your policy to a new insurer for any reason and your personal data being shared with that new provider. The new policy may be subject to different terms. You may have the right to cancel your policy after the transfer (but we cannot guarantee this). If you wish to withdraw your consent, please contact ROCK.

It is your responsibility to ensure that you provide us with complete and accurate information when arranging your insurance, during the life of your policy, and at the time of renewal. Please take care to answer all the questions honestly, completely, and to the best of your knowledge, and let us know if anything changes. If you do not, your policy may be cancelled or treated as if it never existed, or your claim rejected or not paid in full.

You will not receive advice or a recommendation from us. We will provide you with information about your policy, and it is your responsibility to make sure it is suitable for your needs.

Protecting Your Data

We collect and maintain personal information to allow our insurers to underwrite and administer the policies that we issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep your information longer than necessary. Your information will be protected from accidental or unauthorised disclosure. We will only reveal your information if it is allowed by law, authorised by you, to prevent fraud, or in order that we can liaise with our agents in the administration of your policy.

Insurers share information with each other to aid the prevention of fraudulent claims. In the event of a claim, information is placed on industry registers for analysis. Under the Data Protection Act, you have the right of access to your personal records held on our

files, and we will provide this information should you request it via a subject access request form.

For further information about your rights and how we process/handle your data, please read the Privacy Policy at <https://privacy-notice.rockinsurance.com>.

To provide better customer service Our calls may be recorded and monitored for quality and compliance purposes.

Your Cancellation Rights

You have the right to cancel new or renewed policies within 14 days of purchase or from the date you receive your documents, whichever is later.

If the policy is cancelled within 14 days, you will receive a full premium refund provided you have not travelled, made, or intend to make a claim. Full details are provided in your policy wording.

This right is in addition to any other cancellation rights consumers have after expiry of the 14-day period.

If notice of cancellation is received outside of the 14-day cooling-off period for single trip policies, a pro-rata refund may be payable. Provided that you have not travelled, no claim has been made, and you do not intend to make a claim.

If notice of cancellation is received outside of the 14-day cooling-off period for annual multi-trip policies, a portion of the premium may be refunded depending on how many complete months are left on your policy, provided that you are not on a trip at the time the policy is cancelled, and have not made a claim or intend to make a claim.

For more information, please refer to your policy wording. We may use our discretion as to whether we pay you a pro rata refund based on the circumstances applying.

Quotation Validity

ROCK is unable to guarantee any quote provided but will hold quotes, including medical conditions and underwriting, for a 14-day period. We reserve the right to pass on any increases to premiums at any point during this time (which constitute additional amounts to those set out in the above-mentioned quote).

Our Administration Charges

We are normally remunerated by commission deducted from the premium but also reserve the right to supplement or replace this with a fee for our services when arranging, amending, renewing, and cancelling any insurance policy.

A table of specific charges is shown below. These fees are in addition to any fees or charges made by the insurer—please see your policy wording for full details. Refunds will be processed within 28 days.

Administration Fees Applicable:

A £10.00 administration fee may apply for changes to your policy once it has started. This fee is in addition to any premium charged by the insurers. The administration fee is non-refundable.

Class of Insurance	New Business	Renewal	Mid Term Adjustment
Travel	N/A	N/A	Up to £10

Method of Payment

The premium is paid up front and in full by debit or credit card.

Client Money

We act as an agent for the insurer for the collection and refunding of premiums. Your money is held in an insurer trust account, which is managed in accordance with the FCA statutory trust rules. This means that premiums are treated as being received by the insurer when received in our insurer trust account, and any premium refund is treated as received by you when it is actually paid over to you.

Anti- Money Laundering & Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the European Union, United States and HM Financial Sanctions List as part of the information gathering process to detect and prevent terrorist funding.

We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity, and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

Changes to Your Underwriter (your insurer)

We reserve the right to engage a new underlying insurance provider for part or all of your policy in the future. Should this happen, we will write to inform you of the change, providing details of your new provider as well as any amendments to your policy. You may also have the right to cancel your policy at the time of transfer. Through the purchase or renewal of your policy, you consent to the potential transfer of your cover to a new insurance provider and any personal data held about you being shared with that alternative insurance provider.

If at any point you wish to withdraw your consent to this, please call ROCK Customer Service on **+44 (0)333 200 7400** or email **customerservice@insurancetravel.marksandspencer.com**.

Claims

We do not process claims for your insurer. If you want to claim on your policy, you should contact the insurer's claims line (details in your policy wording). You should not take any action, other than seeking emergency assistance, until you have spoken to your insurer.

Our arrangement with the Insurers

ROCK is under a contractual obligation to exclusively offer travel insurance (except Gadget Cover) underwritten by IPA via M&S Travel Insurance, which meets the needs of those requiring insurance cover and associated services arising from taking a trip for leisure or business depending on the policy.

ROCK is under a contractual obligation to exclusively offer an optional gadget cover add-on underwritten by Amtrust via M&S Travel Insurance, which meets the needs of those requiring added gadget cover for their travel insurance policy, which will protect their gadgets whilst on their trip(s).

Complaints and Financial Services Compensation Scheme

We will do everything possible to ensure that you receive a high standard of service. However, if you are not satisfied with the service received and you wish to register a complaint, please contact us and we will try to resolve it as quickly as possible. There are a number of

ways you can register your complaint:

If your complaint is about the sale or service of your policy;	
Write to us:	The Complaints Team Rock Insurance Group, Britannia House, 3-5 Rushmills Business Park, Bedford Road, Northampton, NN4 7YB
Email us:	complaints@rockinsurance.com
Phone us:	0800 091 3770

We will always try to resolve the issue within 3 days, but if not, we will undertake a full investigation and keep you informed of our final outcome. You will receive the final response within 8 weeks of receipt of your complaint. If you are still not satisfied with the way in which we have handled the complaint, then you have six months to refer the matter to the Financial Ombudsman Service:

The Financial Ombudsman Service

The Financial Ombudsman Service Exchange Tower, Harbour Exchange Square, London, E14 9SR Tel: **0800 0234 567** or by email at: **complaint.info@financial-ombudsman.org.uk**.

We participate in the Financial Services Compensation Scheme. If we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme. This depends on the type of business, your position, and the circumstances of the claim. Depending on the applicable facts, you may be compensated for up to 90% of the claim. Further information about compensation arrangements is available from the Financial Services Compensation Scheme at **www.fscs.org.uk**, which is located at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. You can also contact the Financial Services Compensation Scheme on their freephone number 0800 678 1100 for further information.

Customer Needs

We are committed to identifying and supporting our customers. If you have additional needs, such as accessibility requirements, a disability, a mental health condition, language needs or other information you think we should be aware of, please notify us so we can provide appropriate support. We can offer alternative communication methods, additional explanations, and accessible document formats on request.

Other terms

This Terms of Business Agreement constitutes the entire agreement between you and us.

No variation of this Terms of Business Agreement shall be effective unless it is in writing and shared between you and us.

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Governing Law and Jurisdiction

This Terms of Business Agreement, and all quotations and policies that we obtain for you, are subject to the law of England and Wales and subject to the exclusive jurisdiction of the Courts of England and

Wales unless your policy document states otherwise. All communications will be in English.