Coverdrone

Terms of Business

OUR SERVICE AND CAPACITY

Coverdrone is a trading name of John Heath (UK) Limited and/or Coverdrone EU B.V. Coverdrone is an independent insurance intermediary. All sales are provided on a non-advised basis and in purchasing a policy you deem the policy to be suitable for your requirements. We act on your behalf when we source a policy, when you place your insurance and where we assist you with a claim. We act on behalf of Insurers when we collect premium. Our website address is <u>www.coverdrone.com/eu</u>

CUSTOMER PROTECTION INFORMATION

Policies incepted prior to 1st January 2021:

John Heath (UK) Limited is a Private Limited Company registered in England and Wales. Registered Office: Arrowscroft, 142 Nantwich Road, Crewe, Cheshire UK CW2 6BG, company number 07636523. John Heath (UK) Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Register number is 651498. You can check this information on the FCA's Register by visiting the FCA's website <u>www.fca.org.uk</u> or by contacting the FCA on +44 (0)845 606 1234. It is our intention to provide you with a high level of customer service at all times. However, should you be unhappy with our service or have any cause for dissatisfaction we have a formal complaints procedure. In the first instance you should contact us by telephone on +44 (0)1270 448 998 or in writing at Arrowscroft, 142 Nantwich Road, Crewe, Cheshire CW2 6BG United Kingdom.

Policies incepted from 1st January 2021 onwards:

Coverdrone EU B.V. is a Private Limited Company registered in the Netherlands. Registered Office: Siriusdreef 17, 27 Office Number 251 Register66, 2132WT Hoofddorp, KvK number 78084377. Coverdrone EU B.V. is authorised and regulated by the Autoriteit Financiële Markten (AFM). You can check this information on the AFM Register by visiting their website at <u>www.afm.nl</u> or by contacting the AFM on +31(0)20-797 2000. It is our intention to provide you with a high level of customer service at all times. However, should you be unhappy with our service or have any cause for dissatisfaction we have a formal complaints procedure. In the first instance you should contact us by email: <u>office@coverdrone.com</u> or in writing at Siriusdreef 17, 27 Office Number 251Register66, 2132WT Hoofddorp, Netherlands.

FAIR PRESENTATION OF RISK (Commercial)

It is your statutory duty before entering into a contract of insurance, prior to an alteration, and at renewal to make a fair presentation of the risk to be insured and to ensure that information is provided in a clear and accessible format. Where practical, every material circumstance should be disclosed. We will expect firms to make reasonable enquiries and proactively gather information, however, where this is not practical you must make us aware, as your broker, that further enquiries are needed to accurately underwrite the risk. Any questions put to you in a proposal form or otherwise must be answered honestly, accurately and in good faith. Failure to make a fair presentation of the risk could invalidate your insurance cover and mean that part or all of a claim may not be paid.

YOUR DUTY TO PROVIDE INFORMATION (Consumers/Recreational)

It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge. If you do not, your insurance policy may be cancelled or treated as if it never existed or your claim may be rejected or not paid in full. It is important that all statements you make on proposal forms claim forms and other documents are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any of the questions are true and accurate before

signing the document. Failure to provide requested information to your insurers could invalidate your insurance cover and mean that part or all of a claim may not be paid.

INFORMATION ON COSTS

We will provide you with separate premiums for each of the individual products and services that we are offering including any fees. We don't charge an administration fee for new policies, mid-term adjustments or renewals. Upon cancellation or mid-term adjustment of a policy any refunds will be paid net of policy commission and a EUR 15.00 administration fee. Fees already paid at the outset of a policy or during the term of a policy are non-refundable. Certificates and other policy documentation will not be released to you until we are in receipt of full payment of the policy premium(s) and any fees. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law. Coverdrone are remunerated by receiving a percentage of premium by way of commission or brokerage which will be disclosed to clients on request.

CANCELLATION

You can cancel this Policy at any time by giving the Insurers 30 days' notice in writing. Your signed notice of cancellation letter should be sent or emailed to: Coverdrone, Siriusdreef 17, 27 Office Number 251Register66, 2132WT Hoofddorp - <u>office@coverdrone.com</u>. A pro -rata refund of the premium will be paid for the remaining portion of the Period of Insurance after the cancellation date, if the refund exceeds EUR 31.25. The Insurers can cancel this Policy by giving you thirty (30) days' notice in writing but will only do so for a valid reason. The Insurers will either return a pro rata portion of the premium in respect of the unexpired Period of Insurance or have the option to retain the premium in the case of fraudulent claims. There will be no return of premium in respect of any UAS on which a loss is paid or is payable under this Policy. Any return of premium will be subject to the fees outlined in 'Information on Costs'.

CANCELLATION (COOLING OFF PERIOD) - CONSUMERS ONLY

In addition to the above cancellation rights a consumer has the right to a cooling off period where the policy is a short-term policy of one month or more. There is no cooling off rights in respect of a policy of less than one month's duration. Cancellation under this clause should be sent in writing or by email to Coverdrone, Siriusdreef 17, 27 Office Number 251Register66, 2132WT Hoofddorp – <u>office@coverdrone.com</u>. The cancellation period begins either from the day of the conclusion of the contract or from the day on which you receive the contractual terms and conditions if this is later than the date of the conclusion of the contract.

RISK TRANSFER / CLIENT MONEY

Coverdrone act as agent of the Insurer for the collection of premiums and refunds of premium. This means that premiums are treated as received by the Insurer when received by us and we will advise you if this is not the case.

CLAIMS

In the event of a claim:

- Report all incidents to our office as soon as possible (even if you do not think you are to blame).
- We will forward a claim form (if required) and advise you what to do next.
- If our office is closed, you can report the incident via our website: www.coverdrone.com/eu/claims/
- Please forward to us any documents or correspondence you receive. Do not reply to these yourself since it may prejudice your claim.

• You can email us regarding your claim at: claims@coverdrone.com

CONFLICT OF INTEREST

There may be occasions when a potential conflict of interest arises. If this happens, we will inform you and obtain your consent before we carry out your instructions.

TERMS OF CREDIT

All balances must be settled within 14 days of receipt of our invoice unless we have agreed other written credit terms with you.

We will give you regular accounting documentation. If you are unsure about any aspect of these credit terms, please notify us as soon as possible so that we can discuss it with you.

Where a statement balance is in your favour, we will arrange for payment to be made to you by way of a bank transfer, credit/debit card, or we will apply it against any outstanding premiums.

PAYMENT OPTIONS

Payment can be made in full by bank transfer or credit/debit card. Please note that we can only issue confirmation of cover when we are in receipt of full payment.

To pay by bank transfer please use the bank details on our quote presentation or invoice. Please use your Broker Reference as the transaction reference so we can identify your payment.

To pay by credit/debit card please call us to provide your card details or pay online.

LAW & JURISDICTION

These terms of business shall be governed by and construed in accordance with Netherlands law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the Netherlands Courts.

PRIVACY POLICY

This document details how information about you, that you have provided to us, will be used.

LEGAL BASIS FOR PROCESSING DATA

There are several lawful bases under which we can hold and process your data. Coverdrone will hold and process your data where:

- Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract
- Processing is necessary for compliance with a legal obligation
- Necessary for the purposes of legitimate interests pursued by the controller or a third party, except where such interests are overridden by the interests, right or freedoms of the data subject
- Processing is necessary for reasons of substantial public interest

INFORMATION WE COLLECT ABOUT YOU

When you contact us for an insurance quotation, we collect the relevant information needed by an insurer to calculate the premium and understand and arrange insurance to meet your needs, and also arrange premium finance where applicable. The information varies dependant on the risk to be insured. It may be necessary to collect sensitive personal data, and/or we may need information (including sensitive personal data) about other members of your household or family (including children) who may also be included as a beneficiary on your policy e.g. family members. Where this involves passing information to us relating to children you acknowledge that in doing so you are the responsible parent or guardian of the child and are providing explicit consent for us to use this information specifically to fulfil the insurance cover and services requested.

WE COLLECT THIS INFORMATION

Information is collected during our meetings, telephone conversations, letters, e-mails with you and through the completion of proposal forms and fact finds or via online submission forms.

WE STORE YOUR PERSONAL DATA

Coverdrone use several data storage methods which include:

- Electronically on our Acturis system
- Manually in paper records
- On Microsoft Office 365 (for Word, Excel, Emails, PDF's etc.)
- Feefo and Mailchimp (or similar email or review systems)

Information held on Acturis, Office 365, Feefo and Mailchimp is securely backed up and your data encrypted to protect your data from cyber-attacks and on-line hackers and manual records are stored in secure locked offices.

HOW YOUR INFORMATION WILL BE USED AND WHO MIGHT IT BE SHARED WITH

The information we collect will be passed to insurers to enable them to calculate a competitive insurance quotation to meet your requirements and/or handle a claim you are making under the policy.

Information provided by you may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

We may share your data with other third parties in order to meet our legal or regulatory requirements. This includes statutory bodies and third parties who request information about you that they need to help prevent or detect crime and fraud or organisations who are responsible for tax or where we are required to give this information under an order of the court or legislation.

Should you wish to pay your premium by instalments we may pass your information to a premium finance provider however, this will not be done without discussing payment options with you first. When applying or taking out credit we will share your data with lenders. Coverdrone, or the lenders, may carry out anti-money laundering checks and credit underwriting to assess creditworthiness and affordability to meet regulatory or business obligations. Credit checks may include a search of your records (for limited companies this may include directors and the organisation itself) at a credit reference agency. This type of search will leave a footprint that other lenders will be able to see but not the outcome of the search. The type of search made should not have a detrimental effect on the credit rating of an individual.

WE KEEP YOUR DATA FOR

We will retain any information held in manual files for not less than 7 years. We will retain any information held electronically for not less than 7 years. Your personal data is processed by us by our staff in the EU and UK. However, for the purposes of IT hosting and maintenance this information may be located on servers within the European Economic Area.

YOUR RIGHTS OF ACCESS

Under the GDPR (General Data Protection Regulations) you have a right to obtain a copy of the personal information that we hold about you free of charge. If you believe that any information held is incorrect or incomplete, you should contact us (see contact details below). Any information that is found to be incorrect or incomplete will be amended promptly.

ERASURE RIGHTS

You have the right to request the deletion or removal of your personal data if you feel there is no compelling reason for its continued processing.

YOUR RIGHT TO DATA PORTABILITY

You have the right to request us to transmit your data directly to another organisation which we will undertake if this is technically feasible. We will respond to your request within one month and if we are unable to action a request we will explain why.

YOUR RIGHT TO OBJECT

Under the GDPR you have the right to object to us processing personal data based on grounds relating to your particular situation. If you object to us processing your personal data we will stop unless there are compelling legitimate grounds for the processing which override your interests, rights and freedoms or, the processing is for the establishment, exercise or defence of a legal claim. For any of the above please write or email us at the address below in the first instance.

YOUR RIGHT TO COMPLAIN

You have a right to complain to the European Data Protection Supervisor (EDPS) if you feel there is a problem with the way Coverdrone is handling your data. Please contact <u>https://edps.europa.eu/</u>

MARKETING

Coverdrone take your privacy seriously and will only use your personal information to administer your account and to provide the products and services you have requested from us, or to send you information about other products and services that we believe may be relevant to you. We will not use your information or share your information with any other company for marketing purposes without your prior consent. If you wish to unsubscribe from receiving marketing material at any time, please use the contact details at the bottom of this notice.

CONTACT DETAILS

If you need any further information or need to contact us please write or email us at:

Policies incepted prior to 1st January 2021:

John Heath (UK) Limited 142 Nantwich Road, Crewe Cheshire CW2 6BG UK Email: office@coverdrone.com

Policies incepted from 1st January 2021:

Coverdrone EU B.V. Siriusdreef 17, 27 Office Number 251 Register66, 2132WT Hoofddorp Netherlands Email: <u>office@coverdrone.com</u>