

TDA Services: Terms of Business

Please read this document carefully as it contains important information. If you do not follow these Terms of Business we may cancel your policy or it may affect any claims you make.

If you need help or have any questions please email us: helpme@tdaservices.co.uk

Your Contract

You will be entering into separate contracts when you take out an insurance policy.

The first contract is with TDA Services Inc Ltd (“we”, “us”, “our” or “TDA”) for arranging and administering your insurance policy on your behalf. We may charge you a fee for our services within the total price of the insurance (refer to your Policy Schedule). Our terms and conditions are set out in this document.

You will also be entering into a contract with the insurers specified on your Policy Schedule. The terms and conditions of your insurance are set out in the Policy Document and Policy Schedule (which details any endorsements and excesses that may apply).

For any additional cover (also known as ‘add-ons’ or ‘optional extras’), which you may or may not have paid additional premium for, you will be entering into a separate contract with the relevant service provider. The terms & conditions for each contract will be set out in the policy documents for the relevant additional cover.

Your insurance policy and all communications about it will be in English. Unless we agree otherwise with you, this contract is governed by the law of England and Wales.

1. Regulation

Track Day Addicts and SORN Cover are trading names of TDA Services Inc Ltd, registered in England and Wales. Company number: 16050147. Registered office: Workspace House, 28/29 Maxwell Road, Peterborough, PE2 7JE.

TDA Services Inc Ltd is an authorised representative of Indigo Underwriters Limited, regulated by the UK Financial Conduct Authority (FCA) under firm reference number 1021887. Our permitted business is introducing, arranging, dealing as agents and assisting in the administration and performance of general insurance contracts.

Indigo Underwriters Limited is an underwriting agency regulated by the FCA under firm reference 514818. Indigo Underwriters Limited is a Lloyd's Coverholder with active binding authorities to various Lloyd's Syndicates.

You can check these details on the Financial Services Register by visiting the FCA website, www.fca.org.uk or by contacting the FCA on 0800 111 6768 (free to call).

2. Our Service (the products we offer)

TDA will act on your behalf to arrange and administer your insurance, as well as helping with any changes you may have. Your documents will be emailed to the email address you have provided. We do not provide personal recommendations.

We offer a range of non-road insurance products from a single provider:

Product	Provider
Fire, Theft & Malicious Damage (FTMD)	Indigo Underwriters Limited
Track Day Bike Damage (TD)	Indigo Underwriters Limited
Personal Injury Cover (PIC)	Indigo Underwriters Limited
Repatriation Insurance (REPAT)	Indigo Underwriters Limited
Travel Insurance (TRAVEL)	Brokersure Ltd
Vehicle GAP Insurance (GAP)	Nice 1 Limited

Refer to the Insurance Policy Information Document (IPID) or Policy Document for further details about the underwriter and their Privacy Policy.

3. How to Claim

Full details of how to claim are included in the 'Making a Claim' section of your relevant Policy Document available at <https://www.tdaservices.co.uk/account>

4. Complaints

We aim to provide you with a high level of service at all times, but if you are not satisfied, please contact us. If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service. For full details of our complaints handling process please see the Making a Complaint Section in the Policy Document or email complaints@tdaservices.co.uk

5. Compensation

If the Insurer cannot meet their obligations to you at any point, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Further information is available from the FSCS website www.fscs.org.uk, or by calling 0207 741 4100, or write to FSCS, PO Box 300, Mitcheldean, GL17 1DY.

6. Your Responsibilities

Under the Consumer Insurance (Disclosure and Representations) Act 2012, if you do not take reasonable care to provide complete and accurate answers to questions asked by us, the insurer may impose an additional premium, along with additional policy terms, or may cancel or void the policy. It may also result in the insurer rejecting or only part paying claims you make. We may also charge an administration fee.

7. Fees and Remuneration

Your premium is a combination of your core policy set by the insurer, which includes our commission, plus any additional cover (Add-Ons), our set up fee and Insurance Premium Tax (IPT) at the prevailing rate, where applicable.

Due to the variable nature of the premium involved and any discounts negotiated or applied, we cannot detail exact commissions here. You are entitled to request information regarding any income we receive from your policy, including any commission from add-ons. We may also apply other fees, listed below, for administering your insurance (see 'Our Service').

Our sales agents may be paid a bonus for sales, subject to quality control and customer satisfaction.

ALL fees are non-refundable:

Description	Maximum Fee
Administration fee for setting up, re-broking or renewing:	Up to £70
Amendment fee e.g. mid-term change to an ongoing policy.	£0
Document fee (email or post)	£0
Cancellation fee: a. within the 'cooling-off' period (if applicable) b. After the 'cooling-off' period (if applicable)	£0 £40
Failed validation fee, where you do not provide adequate evidence on request, e.g. proof of address.	£40
Voided policy fee	£40
Subject Access Request fee for a copy of your information	£0 ('Fair Use' policy)

Once the policy has started, the insurer will charge for 'time on cover', even within the cooling-off period (if applicable). For non-renewable single event policies there is no refund once the event date has been reached. The same applies to any additional cover you have chosen to add.

We may charge a reasonable 'Fair Use' fee if your subject access request is clearly unfounded, repetitive or excessive (or refuse to comply with your request).

8. Cancellation

To cancel a policy you must contact us. Only you or an appropriate representative, can cancel your policy to avoid someone maliciously making you uninsured. You must provide express permission in writing in advance.

You can cancel your policy at any time and different conditions apply depending on when you cancel your policy. The 'Cancelling Your Policy' section of the Policy Document provides full details of these.

If we or the insurer cancel your policy we will write to you providing a minimum 7-days notice at your last known email or postal address.

Where your insurer instructs us to void your policy (cancel the policy back to inception as if it never existed), for example due to fraud or deliberate misrepresentation, the insurer may keep your premium and we may charge you a voidance fee (see Fees and Remuneration).

9. Data Protection

We are committed to ensuring that your personal data is used properly and kept securely. Full details of how we collect, store, process, use and share your personal data, including your rights, are set out in our Privacy Policy.

10. Credit Checks

We may use a credit referencing agency to verify your identity, get you the best offer, and work out the most appropriate payment options for you. You will see a record of this search if you request a credit report, whether or not your applications proceed.

No other organisation who may conduct credit searches will be able to see it. The search will not affect your credit record or credit rating in any way. Full details of how we use your personal data can be found in our Privacy Policy.

11. Renewing Your Policy (Annual Policies Only)

Each renewal of the policy is a new contract of insurance. In good time before renewal, we will send you a renewal invitation containing information on the premium due and the details we hold. It is important you check your details are accurate and tell us about any changes to your circumstances, these may affect the premium or our ability to offer cover.

If you make changes or report a claim, accident or incident after the renewal invitation has been sent, the renewal invitation will no longer be valid and will need to be quoted again based on the latest information.

So that you stay insured and to save you time, we will try to automatically renew annual policies including any additional cover you may have. This will happen unless you have instructed us not to automatically renew your policy or if you contact us after you receive your renewal offer. To opt-out simply email helpme@tdaservices.co.uk

We will try to automatically renew your policy by debiting the same card used last year, up to 7 days in advance of the renewal date (usually around 3-4 days) to ensure that you continue to be insured and we have time to contact you with any payment issues (failed payments risk your policy being lapsed). If you would like to change how you pay, please log in to your online account.

If you request that your policy is not automatically renewed, your cover will cease on your renewal date unless you contact us beforehand to make a payment.

To ensure that we continue to offer a suitable policy we may offer an alternative insurer at renewal. Please ensure that you check your cover including endorsements and excesses to ensure they continue to meet your needs.

In the unlikely event we are unable or are unwilling to provide cover to you at renewal, we will provide you with written notice at a reasonable time before renewal.

If you renew, whether or not under the continuous payment option, but then decide to cancel, so long as you tell us before your renewal date we will refund what you have paid in full. If you cancel after your renewal date you will be charged in line with our cancellation rules.

Please make sure that you read your documents thoroughly and ensure that any information that you have provided to us is accurate, true and correct. If any of the information shown on your documents is inaccurate, or becomes inaccurate, during the term of insurance then please log in to your online account to make the necessary changes.

You have declared that the information provided is correct and that you meet any qualifying criteria highlighted during your quote, and you may be required to provide proof of these at any time. We may also ask for evidence such as vehicle ownership, registered keeper, security devices, security markings, motorcycle/racing licence (for track), or storage facilities and locations you have declared and share this with our insurers.

You shall pay the premium as agreed with us. You must contact us if you are having difficulty meeting any payments due. Failure to make any payments due may result in the cancellation of your policy. You will remain liable for any outstanding balance following cancellation, including any fees owed to us.

12. Payment Collections and Refunds

All premiums due must be paid at the time of the transaction to enable us to complete the process, including any additional premiums for policy amendments.

If you owe money we will try to get in contact and you will be given written notice of cancellation. If payment is not made within the period of this notice we will attempt to collect the outstanding amount from your card held on file. If this is also unsuccessful, we will cancel your policy and we reserve the right to pass the debt to a debt collection agency and add their recovery costs to the amount outstanding. We reserve the right to pursue bad debt through the courts.

If you make a payment towards a new policy but have a previous policy with an outstanding balance, we reserve the right to transfer any money paid on the new policy to cover the debt outstanding on your previous policy.

We reserve the right to request that the insurers deduct any outstanding debt you owe to us from the settlement of any claim made under this policy.

Any refunds due to you will be credited within 30 days to the card held on file that was used to pay for your policy.

13. Continuous Payment Authority

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

When you buy a policy online, you are agreeing to these Terms of Business and provide consent for us to use the Continuous Payment Authority.

You may cancel the Continuous Payment Authority at any time by emailing us at helpme@tdaservices.co.uk (include your policy number as reference). The Continuous Payment Authority can be cancelled by either the policyholder or card holder. Please note the policy can only be cancelled by the policyholder.

14. Telling You About Other Products and Services

We will never sell your information to third parties for marketing purposes and we will only pass your contact information to third parties to contact you where you have given your explicit consent for us to do so.

Our lawful grounds for processing your personal data to send you marketing communications is either your consent or where we believe it is of legitimate interest.

Under the Privacy and Electronic Communications Regulations (PECR), we may send you marketing communications if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since.

You can ask us to stop sending you marketing messages at any time by following the 'Unsubscribe' links on any marketing message sent to you or OR by emailing us at helpme@tdaservices.co.uk at any time.

If you opt out of receiving marketing communications we will still retain your personal information for the purposes of administering your policy and even after your policy has expired (subject to our data retention periods) for legal, taxation and audit purposes.

To see how we collect, process, use or disclose your data, including sharing it with our insurers and their agents for the purpose of administering your policy, see our Privacy Policy.

15. Contract

Your acceptance of these Terms of Business does not affect your normal legal rights.