

UDRIVE SOLUTIONS (UK) LTD

UDrive FleetSure

Terms and Conditions

Please read these Terms and Conditions carefully, as, they form the basis of your relationship with UDrive FleetSure ("UDrive")

By providing the specified information required on the application form to us, you indicate your acceptance of and agreement to these Terms and Conditions which will bind you in the event that your application is accepted.

Your attention is specifically drawn to the individual policy summaries which set out any requirements or exclusions that may be stipulated by insurers in respect of eligibility for cover, particularly with respect to your age and / or the length of time you have held a full driving licence. Your application must be made in respect of a specified vehicle (the "Registered Vehicle"), and your membership of UDrive will be in respect of the specified Registered Vehicle. Please note that certain makes and / or models of vehicle are excluded from the cover. Please see appendix 1 for a full list of these vehicles.

The Application Process

Your application will be processed automatically, and provided your vehicles meet our acceptance criteria with respect to age and mileage, you will normally be accepted, following which you will receive from us:

- i. a "welcome" e mail which will provide details of your FleetSure registration and a summary of the covers that you have purchased, together with a hyperlink to your personal member's area on our website where you will be able to access full policy wordings for each of the products and other services as appropriate
- ii. If you are paying by monthly direct debit, you will receive in the post a Credit Agreement together with a Statutory Notice relating to a regulated Consumer Credit Agreement explaining your right to Cancel; and
- iii. A welcome letter with membership cards or other material as may be appropriate or requested by you, plus a copy of these Terms and Conditions and all other relevant documentation.

We reserve the right to reject any application at our sole absolute discretion without giving reasons.

Normally your application will be dealt with immediately, but we reserve the right to take up to 14 days after receipt to make our decision.

Summary of Cover

Entitlement to individual services depends on the products purchased, and you will find full details regarding this in your welcome letter.

The Premium

The premium payable by you (the "premium") is dependent upon the options you have selected. Details of the relevant premiums are set out on our website. The premium is payable either in monthly instalments by direct debit from your Bank or Building society, or by annual payment in advance, either by cheque or by credit card, as may be applicable.

Making a claim under your membership

To access any part of the services, simply call our Customer Services number - 0844 800 0307. For your convenience, you will also find this number printed on your membership card.

Customer Service

It is our intention to provide you with a high level of customer service at all times. If at any time, however, you are dissatisfied with the service that we provide, we have a formal complaints procedure, and you should therefore take the following course of action:

In the first instance you should discuss your concern with the member of staff with whom you have been dealing.

If you remain dissatisfied, please write to or telephone the Managing Director of UDrive Solutions (UK) Ltd at the address shown below.

The Managing Director
UDrive Solutions (UK) Ltd
148 Leadenhall Street
London
EC3V 4QT.

Fax: 020 3159 4236.

E-mail: customercare@udrivesolutions.com

We will acknowledge your complaint within five working days and advise you who is conducting the investigation into matters which you have raised. We will provide a formal response within 20 working days from the initial receipt of the complaint. If the complaint cannot be resolved within this timescale we will explain why and specify the likely timescale for resolution.

If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service if we have not resolved your complaint within 8 weeks. We will advise you if you're able to refer any complaint to the Financial Ombudsman.

1. Commencement of cover

- 1.1 Cover shall commence on the Date of Acceptance, which is the date on which we notify you by e-mail of our acceptance of your application membership, and continue until either you or we cancel it. Cover can be on a monthly, quarterly, annual or three yearly basis, (the "Membership Period"), and each membership period is subject to review by underwriters prior to renewal. Your membership may be suspended or cancelled for any of the reasons set out in Condition 7. Membership is vehicle based which means that the Registered Vehicle is covered for use by you and any person using the Registered Vehicle with your consent.
- 1.2 You will be issued with a UDrive FleetSure Card (the "Card") to demonstrate your membership, and in order to access the services.
- 1.3 Your Card may only be used in connection with the Registered Vehicle and its use is at all times governed by the conditions.
- 1.4 Unless otherwise specifically stated by you in your application and approved by us, your cover is valid in

Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

2. Subscription and Renewals

- 2.1 You are liable to pay the full premium for each Membership Period, even if the Registered Vehicle is sold, destroyed or otherwise disposed of during the relevant Membership Period and / or your membership is suspended or cancelled for any reason.
- 2.2 Cover commences upon the date on which we notify you of acceptance by us of your application ("the commencement date") and may be subject to individual waiting periods for the first Membership Period as specified in the individual policy wordings and highlighted in the Key Facts documents to which you should refer for further clarification. You will not be able to make a claim within the initial waiting period, but this waiting period will not apply to subsequent renewals.
- 2.3 UDrive cover will automatically be renewed for further periods of the same duration (if not less than 1 year) as your original Membership Period on the relevant anniversary of the Date of Acceptance ("Renewal date"). You may wish to purchase a longer period of membership as per paragraph 1.1 above at this stage, and if this is the case you should contact our customer services to discuss your requirements with them
- 2.4 We or our agent agree to notify you one calendar month in advance of each Renewal Date of any increase in the premium for each year of the succeeding Membership Period.
- 2.5 Where UDrive does not receive payment on the date that such payment is due as specified in paragraph 12 of these Terms and Conditions (the "Due Date") we reserve the right to cancel your membership and to call for the destruction of your Card and will enforce our rights against you for payment in full of all outstanding amounts, including any additional costs incurred by us.
- 2.6 We will also, from time to time offer additional motoring related products and services to you.

3. Our Obligations to You

- 3.1 As a UDrive policy holder, you will be entitled to services in respect of the Registered Vehicle depending on the level of cover you have purchased ("the Services"), subject always to the further terms, conditions, exclusions and limitations stated in respect of each of the Services in the individual policy wordings and subject to your complying with the procedures contained therein. The Services will be provided on insurers' behalf by service providers selected by UDrive Solutions (UK) Ltd, from time to time and agreed by insurers. (The "Service Providers")
- 3.2 We will use reasonable endeavours to ensure that the Services are available to you from our Service Providers during your membership period, however, we cannot guarantee that the Services will at all times be available from each of the relevant Service Providers as there may be reasons beyond our control that mean certain Services are not available from certain Service Providers at particular times.
- 3.3 We will be entitled to suspend the supply of any service if, as a result of reasons beyond our control, there are no Service Providers able to supply the Service. If the provision of the Service is suspended for longer than 28 days and you require use of that Service, UDrive will provide alternate arrangements for you.
- 3.4 It is our objective regularly to review and seek improvements to the Scheme and we reserve the right to withdraw, add to or change Service Providers at any time. You will be notified of any such change.
- 3.5 We will provide a telephone response service to your calls for assistance under the scheme - our Customer Services number is 0844 800 0307 - and we will use all reasonable endeavours to ensure that your calls are

dealt with promptly. Your telephone calls to and from us may be monitored and recorded.

- 3.6 We will investigate promptly and fully any concern or complaint you may have in connection with us, or any Service Provider and will use all reasonable endeavours to resolve the same without delay. We will endeavour to give a response to all complaints received in writing within seven working days

4. Your Entitlement to the Services

- 4.1 For each Service required you must contact the FleetSure Services telephone number stated on your r Card ("Services Line"), or welcome letter quoting your Membership number, or the registration number of your vehicle.
- 4.2 The Service will be provided in respect of the Registered Vehicle without additional charge (subject to stated limits and to the necessary prior authorisation) by the relevant Service Provider.
- 4.3 These Conditions do not affect any legal rights you may have in respect of the Service Provider and full details of any complaints or concerns about the service provided must be notified in writing immediately to the Service Provider as well as to us.
- 4.4 You hereby appoint UDrive and / or its elected representatives as your representative to make any claim under these conditions on your behalf. Provided that you have complied with these Conditions and the terms of any relevant insurance policies, UDrive and / or its elected representative will process any claim for you.

5. Your Responsibilities to us

- 5.1 It is your responsibility to ensure that your Card is used in accordance with these Conditions and any additional terms subsequently issued by us governing the operation of the scheme.
- 5.2 It is your responsibility to keep your Card safely. We have no liability if your Card is lost, stolen or misused.
- 5.3 Your Card must not be used fraudulently or otherwise than in accordance with these Conditions and procedures. For the avoidance of doubt you must not use your Card in the event that any payment is not made on the Due Date.
- 5.4 You hereby agree to indemnify and keep indemnified UDrive against all costs, expenses and claims of whatever nature that we may suffer or incur (whether directly or indirectly by any of our elected representatives or service providers or financial intermediaries) by reason of your improper use of your Card.
- 5.5 In the event that any payment due from you to us is not paid on the Due Date for whatever reason, we and our elected representatives reserve the right to levy a charge to you to cover costs of administration in calling for payments to be brought up to date or setting up new payments mandates for you.
- 5.6 To assist us in providing the Accident Management Service, in the event of your being involved in a motor accident, details of which are contained on our website and in the FleetSure documentation you will permit us, or the relevant Service Provider, to contact the insurance company from which you have purchased motor insurance in respect of the Registered Vehicle. Where requested, you will provide us or the relevant Service Provider with details of your insurance company.

5.7 It is your responsibility to comply with the terms of your motor insurance policy in respect of the Registered Vehicle. Neither UDrive nor any of its elected representatives nor any Service Provider will be liable if you fail to do so or if your use of the Services prejudices or conflicts with any rights or obligations which you may have under terms of your motor insurance.

5.8 You must notify us of any change in your address immediately.

6. Your FleetSure Card

6.1 Your Card will cease to be valid if we or our elected representatives have given you notice to terminate your membership of UDrive. We may make your details available to external companies for marketing purposes. We shall be entitled to cancel, withdraw or suspend your membership of the motoring club, which we may do in all or any of the following circumstances:

6.1.1 If you fail to make payments for your membership or any other expense within the stated time scale as agreed with us from time to time (please see section 12);

6.1.2 If we or any of our elected representatives or any of our Service Providers become aware of any breach of any of your responsibilities to us under these Conditions or any failure on your part to comply with the provisions set out in the Appendices.

6.2 Your Card remains our property at all times and must be destroyed upon request by us, or our elected representatives and / or in any event upon non-payment of any sums from you to us by the relevant Due Date.

7. Limitations of our Liability

7.1 We shall not be liable to you in contract, tort or otherwise (including negligence) for loss of profits, business or anticipated savings, or for any indirect or consequential loss or damage whatever.

7.2 We shall not be liable for any failure to comply with these Conditions by reason of matters beyond our reasonable control (including without limitation any industrial disputes involving our employees or the employees of any of our elected representatives or any of the Service Providers).

7.3 The limitations on our liability contained herein apply also to any Services supplied by us or any of our elected representatives or the Service Providers or any associated company of any of us, together with all other specific exclusions and limitations set out in the Appendices so far as permissible in law and we do not have any implied obligation, duty or liability in contract, tort or otherwise in addition to those explicitly stated in these Conditions.

7.4 Notwithstanding anything contained herein, we do not exclude or restrict our liability for death or personal injury resulting from our negligence.

7.5 Each provision of this Condition 7 operates separately and survives independently of the others.

8. Data Protection

By applying to UDrive, you give consent for us to hold information you provide to us on a database, process that information for purposes related to the supply of the Services to you and to share that information with companies in our group in the UK and internationally for such purposes provided, in the latter case, that the relevant country has an adequate data protection framework. If you do not wish your details to be disclosed to external companies and used for marketing purposes, please inform us or our elected representatives to this effect in writing. You may also do this by ticking the appropriate box on the application form.

9. General

- 9.1 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected by that finding.
- 9.2 These Conditions (including the Appendices) and the terms of the products purchased by you together comprise the full extent of your rights as a member of the scheme and our obligations to you as a member. In the event of any conflict or inconsistency between the conditions and the terms and conditions set out in Appendices, these Conditions shall prevail.
- 9.3 The contract between us constituted by these Conditions shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts and you agree to submit any dispute or claim under it to the English Courts.

10. Correspondence

- 10.1 All written correspondence should be sent to:-
UDrive Solutions (UK) Ltd
148 Leadenhall Street
London EC3V 4QT.
- 10.2 All correspondence sent by first class post to the address given above is considered to have been received by us on the day following the date of posting.
- 10.3 We will address all correspondence to you at the address stated on your application form, unless you notify us otherwise.

11. Your Right to Cancel

- 11.1 14 days cooling-off period:
 - 11.1.1 you may cancel this policy without penalty by sending written notice to the administrator within 14 days of receiving the documents.
 - 11.1.2 You will receive a full refund of the premium paid so long as you have not made a claim under this policy.
- 11.2 Cancellations during the period of insurance (based on a 12 month policy):
 - 11.2.1 we or you may end cover under this policy at any time by giving thirty days' notice in writing.

- 11.2.2 If you or we cancel, provided that no claim has been made on the policy, we will refund any premium applicable according to the following scale:
- i. Cancellation within the cooling off period 100% refund
 - ii. Cancellation after (i) but within first 3 months from the commencement date: 75% refund
 - iii. Cancellation between 3 and 6 months from the commencement date : 50% refund
 - iv. Cancellation between 6 and 9 months from the commencement date: 25% refund
 - v. Cancellation after 9 months from the commencement date : nil refund
- 11.3 If either you or we cancel this policy, you will be personally responsible to pay all costs incurred after cancellation
- 11.4 Cancellations can be made by writing to UDrive at the address previously stated above
- 11.5 If you do not pay your membership promptly, we will cancel your membership.

12. Payment Methods

- 12.1 Acceptable methods for payment of membership are as follows:
- 12.2 Single Payment by debit / credit card transaction at inception and upon subsequent renewal dates
- 12.3 Continuous payment
- 12.3.1 Continuous credit/debit card (with your verbal or written authority). Your card details will be held on our membership database and payment is taken automatically each year from your account, on the renewal of your membership, until you advise us.
- 12.3.2 Direct debit (with your verbal or written authority). Your card details will be held on our membership database and payment is taken automatically each year with full payment until you advise us and your bank otherwise.
- 12.4 Direct Debit Instalments
- 12.4.1 Payment by direct debit and is taken in the form of an initial payment of 20% of the applicable annual cost of membership, followed by 9 equal consecutive monthly instalments from your bank account. Payment will continue to be taken each year until you advise us otherwise, with payments for renewal membership period is being collected in 10 equal instalments. Should we be unable to collect an instalment, the full outstanding amount will become payable immediately. This is known as premium financing, and is governed by the Consumer Credit Act. Finance is provided by Close Premium Finance.
- 12.5 Single payment by cheque, made payable to UDrive Solutions (UK) Ltd due at inception and upon subsequent renewal dates.
- 12.6 The dates referred to above shall be known as the "Due Dates"

13. EXCLUSIONS

13.1 please refer to the individual policy summaries and wordings for details of what is excluded under each of the separate policies.