

**CONSUMER PROTECTION DEPARTMENT** 

# RESULTS OF THE THEMATIC REVIEW ON POLICIES SOLD IN COMBINATION WITH ENERGY AND WATER SERVICES



MAY 2016



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THREE TIPS FOR CONSUMERS



# 1. Introduction and synthesis

This Report shows the results of the thematic review conducted in 2015 by IVASS on the **insurance policies linked to the supply of energy (electricity and gas) and water** and the relevant supervisory actions taken to protect consumers.

This analysis follows from the results of IVASS survey "You are insured and perhaps you have not realized it" (review en.pdf), conducted in 2014 into the more general phenomenon of *cross selling* of policies linked to non-insurance products and services, which had identified problematic issues for consumers linked to the arrangements for offering the contract, the awareness of the insurance policy and therefore the possibility for the consumer to activate it in case of need.

The review had shown that the main commercial sectors involved were: Banks, Travels, Sports, Public Utilities (energy and water), Vehicles, Mobile Phones and Transport.

The review was also sent by IVASS to the Antitrust Authority (AGCM, responsible for unfair commercial practices) and to the Electricity, Gas and Water Supply Authority (AEEGSI, responsible for supervision over market participants in the energy and water sector) regarding the matters of concern to them.

To enhance the level of transparency and fairness in the cross selling of products, IVASS decided to give priority to the **Public utilities sector**, given the increasingly widespread use of packages which combine the sale of **insurance policies with the supply of electricity**, **gas or water** and the high number of consumers concerned.

The checks on this sector have represented a first successful experience of a **synergy** between sectoral supervisory Authorities.

IVASS has in fact acted in collaboration with AGCM and AEEGSI in pursuit of a common objective, consumer protection.

As a result of this collaboration letters were sent in 2015, jointly signed by the three Authorities, addressed to "pairs" of market participants (n. 19 water and energy utility companies and n. 13 partner insurance companies) aimed to acquire clarification and further information on sensitive issues regarding consumer protection.

The results of the joint analysis were disclosed to the public in **a joint communication dated 2 July 2015** (AGCM\_AEEGSI\_IVASS\_acting\_together\_2July2015.pdf.)

After that, each of the three Authorities undertook the initiatives falling within their respective competence.

In the second half of 2015 IVASS took measures with regard to **6 insurance companies** offering guarantees with premiums paid by policyholders, and required them to review the contract terms and the underwriting and claims settlement policies so as to improve the level of protection of consumers as recipients of commercial offers which combine policies with energy and water services.

The supervisory measures adopted by IVASS have triggered a general review of the existing commercial relations between insurance companies and partners which led to a revision of the offers and of the arrangements for selling policies and settling claims towards greater transparency and fairness.

The different steps of the thematic review were the subject of a regular exchange of views in 2015 between IVASS and consumer associations during the quarterly meetings which are regularly held at IVASS; it was thus possible to focus on the most delicate issues for



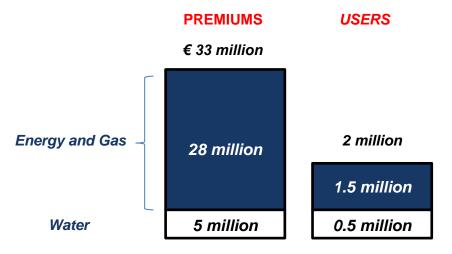
consumers and on the most effective action for their protection. After completing the review IVASS has deemed it useful to offer some tips to consumers, together with this Report, to raise their awareness.

# 2. Size of the phenomenon

During the in-depth examination carried out in the energy and water sector, as a first step of the review IVASS, AGCM and AEEGSI requested data and information to **13 insurance companies** and **19 market participants** of the energy and water sector, for a total of **21 packages** (13 in the energy sector and 8 in the water sector).

The results have shown that in 2014:

- consumers having a policy linked to their bill were 2 million
- the premiums collected since these policies were first offered (2011) amounted to approx.
  33 million euros
- the highest concentration of premiums (28 million euros) and of policyholders (1.5 million) has been observed in the energy sector (electricity and gas)



#### 3. Characteristics of the policies

The examination of the policy conditions has highlighted that insurance covers mainly offer:

- ✓ in the energy sector: technical assistance at the customer's home in case of failures in the electric system (electric board, switch, etc.) and gas system ("gas leak after the meter" in the supply pipes inside the house) or other types of assistance (emergency services of a plumber, blacksmith, shutter repairer, glazier, repairer of domestic appliances), hotel expenses where necessary, reimbursement of the bills paid by the policyholder in a given period in case of involuntary loss of employment or disability/incapacity;
- ✓ in the water sector: reimbursement of abnormal costs resulting from hidden water leaks, when they exceed pre-established percentages of historic average consumption (socalled "deductibles").

In a number of cases policies envisage exclusions, limitations of covers or charges to which the policyholder may be liable, which make it difficult, in case of a claim, to actually access compensation (see point 7).



### 4. Costs of the policies

The element which mainly differentiates the energy sector from the water sector is the (allegedly)<sup>1</sup> **cost-free nature** for users of most of the policies linked to **energy** services. One of the market participants in the sample (of considerable relevance in terms of premium income) offers a policy the cost of which is borne by the customer, equal to around 70 euros and 40 euros per year, respectively for the electricity and for the gas sector.

On the contrary **all the policies linked to water services require the payment of a premium** by policyholders, which ranges from 3 to 30 euros per year. For household customers<sup>2</sup> premiums range from 3 to 15 euros per year. In one case the cost varies according to the consumption range, and for high levels (consumption > 1,600 cm) it may reach 100 euros. In one case the cost was extremely high (82.85 euros): this package was not exactly linked to the risk resulting "from hidden water leaks" but provided a more general coverage of assistance.

### 5. Arrangements for entering into and terminating the contract

First of all it has been established that the service providers, in their capacity as sellers of policies, are exempted from the requirement to be registered in the Single Register of insurance intermediaries (RUI), since the conditions envisaged by art. 3 (6) of ISVAP Regulation n. 5 /2006 are met.<sup>3</sup>

As regards the **water sector**, generally the cover is activated in a conscious manner by the policyholder at the branches of the service provider, at the same time when the contract for the main service is underwritten. In a couple of cases, referring to the same company, the former customers had been automatically included in the policy; the forms to be filled in to opt out of insurance cover were then made available both at the branches and on the website of the service provider. In most of the cases users can terminate their insurance cover at any time, while in 1 case the policy conditions do not provide for termination by the user, but only by the parties to the partnership agreement (insurance company/utility company).

As regards the **electricity and gas sector**, the agreement between the public utility company and the intermediary of the insurance company envisages that energy services and policies (upon payment) can be offered by agencies of the supplier operating "door-to-door" or that the intermediary of the company can directly contact the supplier's customers, also on the phone. The policy conditions generally lay down that the policy lasts one year with tacit renewal and may be terminated with at least thirty days notice.

<sup>&</sup>lt;sup>1</sup> Insurance companies assert that these policies are free of charge for users and that the relevant cost is borne by the energy supplier. IVASS does not have enough evidence to assess whether the cost is then shifted from the energy supplier to the customer.

<sup>&</sup>lt;sup>2</sup> These are, in general, bills relating to 1 single meter for one single concession or to one single condominium unit.

<sup>&</sup>lt;sup>3</sup> Art. 3 (6) of ISVAP Regulation n.5/2006: "This Regulation (...) shall not apply to insurance mediation when all the following conditions are met: 1) the insurance contract only requires knowledge of the insurance cover that is provided; 2) except for the case envisaged under point 4) below, the insurance contract is neither a life assurance contract nor does it cover any liability risks; 3) mediation is not the principal professional activity; 4) the insurance is complementary to a product or service and covers the risks of breakdown, loss of or damage to the goods supplied, also when resulting from fire, theft or robbery or, in the event of booked travels, covers the loss of or damage to baggage, or life assurance or liability risks or other risks linked to the travel booked; 5) the amount of the annual premium does not exceed five-hundred euros and the total duration of the insurance contract, including any renewals, does not exceed five years." The provisions pertaining to the behavioural obligations, to the submission of pre-contractual documents and requirements connected with distance selling shall apply.



# 6. Claims for compensation and percentages of claims rejected

In absolute value there were very few claims for compensation (**14,120** over 2 million policies). The claims ratio (the ratio between claims for compensation and the number of policies) is next to null (around 1%) and is symptomatic of the **little awareness of the existence** of the policies by consumers and of lack of transparency in the bill.

In the <u>energy sector</u>, in case of policies where the premium is paid by the consumer, the relevant amount is shown only on the back of the bill in very small print. As to the policies free of charge, in the majority of cases the bill does not report all the guarantees covered; information on such guarantees is provided only once the contract for the supply of the main service has been underwritten.

In the water sector, where all the policies require the payment of a premium, the level of information was not always adequate to raise awareness of consumers about their rights.

The percentage of claims rejected was on average 32.1%.

To sum up:

*claims* (in the last year when the policies were in force)

**14,120** claims for compensation (**13,451** in the energy sector and **669** in the water sector) compared to **2 million policyholders** (1.5 million in the energy sector and 0.5 million in the water sector)

- *claims ratio* (claims for compensation/policies entered into)
  0.9% in the energy sector and 0.2% in the water sector
- rejected claims ratio (claims rejected/claims filed)

on average **32.1%** of the claims were rejected (**33.4%** in the energy sector and **5.8%** in the water sector)

claim costs and profits for insurance companies

**4,2 million euros** paid for claims (13% of premiums) and **28.6 million euros** of profits earned (87% of premiums).

# 7. Grounds for rejecting the claim

From the examination of the grounds for rejecting claims it has come out that:

✓ <u>Energy sector</u>: the main reason for rejection is the non-inclusion of the damage among the events detailed in the cover. This was mainly due to **wide-ranging causes of exclusion** envisaged in the policy which might not be known to the consumer. For example, in one case the policy conditions envisage - among the causes for exclusion from the cover for technical assistance - the fact that there is no driveway to access the house, the system is not compliant with relevant standards or regular maintenance has not been properly undertaken.

✓ <u>Water sector</u>: the main reasons for rejection include water consumption not exceeding the **deductible**, non-compliance with the **requirements** imposed on users in case of claim and **exclusions** envisaged in the contract. In some cases the deductible was extremely high (70% of the historical average consumption) and the requirements for users in case of claim were extremely burdensome (for ex.: notification of claim to different subjects, obligation to repair the damage within a given period of time, conservation of evidence and residues from works also after the repair, production of photographic documentation).



#### In detail:

#### o Energy sector

In case of policies issued, upon payment, by an undertaking in combination with the supply of gas, the non recognition of the damage among the events covered accounted for 97% of the cases of refusal to provide insurance benefits and, in case of policies linked to energy supply, for 92%. By way of example, more than 90% of the reasons for rejection were justified as "failure not included in the cover". Taking account of the causes for exclusion provided for in the contract, this percentage stems from the fact that there was no driveway to access the house, the system was not compliant with relevant technical standards or regular maintenance had not been properly undertaken. This also includes cases of refusals on the grounds of a "pre-existing failure", accounting for the remaining 10% of rejections, including rejections relating to the waiting period.

As regards the guarantees relating to two packages, "damage not covered" accounted for 100% of the reasons for denying insurance benefits. As to another package, in 68% of the cases the reason for rejecting the claim was "event not covered", in 15% of the cases it was "claim not reported within the established deadline" and in 12% of the cases it was "cover not effective at that time" (the cover took effect after the date when the users requested its activation); the reason for rejection in the remaining 5% of the cases was "lack of the documentation necessary for managing the claim".

progr.	Number of policies	No. Claims for compensation received	claims ratio	No. Claims for compensation settled	No. Claims for compensation rejected	REJECTION RATIO	
1	4.796	8	0,22%	6	2	25%	
2	11.464	1	0,01%	0	0	0,00%	
3	2.934	2	0,07%	2	0	0,00%	
4	174.887	2.745	1,57%	1.808	937	34,13%	
5	128.800	1.367	1,06%	386	981	71,76%	
6	6.015	5	0,08%	5 0		0,00%	
7	243.653	138	0,06%	62	62 47		
8	5.467	11	0,20%	8	8 0		
9	131.050	176	0,13%	161	0	0,00%	
10	208.585	3.894	1,87%	1.602	1.173	30,12%	
11	599.528	5.082	0,85%	3.574	1.345	26,40%	
12	5.638	3	0,05%	0	3	100,00%	
13	7.027	19	0,27%	13	6	31,58%	
	1.529.844	13.451	0,88%	7.627	4.494	33,41%	

#### Table 1

#### • Water sector

The ratio between the number of claims and the number of policies sold was extremely low (values below 1%, with the sole exception of a package (11%).

The main reasons for rejection were:

- consumption not exceeding the deductible
- non-fulfilment of obligations by the user
- $\succ$  exclusions.



With regard to the rejections attributable to the failure to reach the threshold set for the deductible, the table below shows that three of the products examined establish a threshold of 50% for the excess of average consumption, while in the remaining cases deductibles can vary (70% or 75%). Only one product refers to twice the daily average.

#### Table 2

Type of deductible and relevant percentage of rejection								
Progressive number of the package	1	2	3	4	5	6	7	8
75% more than the average consumption	v						-	
70% more than the average consumption					٧		-	
50% more than the average consumption		٧	٧	v		٧	-	
average daily consumption > twice the previous year							-	٧
% of rejection in the various years, compared to the total	Min: 22% Max: 58%			Min: 32% Max: 63%	41%	15%	-	n.a.

**Numerous requirements** have been imposed on users in case of claim (production of paper documentation and photographs, sending of registered letters, etc.), often with regard to a **multitude of subjects** (insurance company, water utility company, technical experts appointed), and non-compliance with these requirements may entail **the total or partial loss of the right to compensation**.

In particular the user must always comply with the following requirements:

- a) to <u>report the claim</u>: within a time-limit ranging from **15 to 30 days** of ascertaining the leak; in two cases the claim must be reported "immediately";
- b) to keep evidence and materials: both material and documentary evidence.

With reference to letter b), if we observe the percentages of rejection after a claim has been reported, for two products these percentages were respectively:

- 5% in 2013 and 9% in 2014 for "failure to provide evidence of the broken pipe";
- 53% of all the claims rejected in 2012 for "failure to provide the necessary evidence to demonstrate the leak" (for ex. invoice of the repair, photographs showing the damage).

#### Table 3

Requirements imposed on the user									
Progressive number of the package	1	2	3	4	5	6	7	8	
obligation for the policyholder to repair the failure within (*) days of becoming aware of an anomalous consumption or of receiving the anomalous bill	٧	٧	٧	٧	٧	٧	-	٧	
prompt notifications to a number of subjects	(**)		٧	٧	(***)	(***)	-		
obligation to keep evidence and residues from work, apart from adequate photographic documentation of the damage	٧	٧	٧	٧	٧	٧	-	v	
allow an expert from the company to inspect the repair or examine evidence/residues of the breakdown	٧	v					-		
invoice to submit to a number of subjects			٧				-		

(\*) **15** days for the progressive numbers 1 and 5; **30** days for the progressive numbers 4 and 6; **immediately** for the progressive numbers 3 and 8; (\*\*) The policy conditions lay down that the policyholder must write to the agency to which the policy has been assigned. The documents provided by the operator - on the contrary - show that the notification must be sent to him.

(\*\*\*) The policy conditions lay down that the customer must report the claim in writing to the operator of the water sector through the broker, within **60 days** of becoming aware of the claim.



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To sum up, from all the information gathered during the review it has come out that:

- in the <u>water sector</u> the low number of claims recorded in the reference period can reasonably be attributed not only and not so much to the little awareness of consumers about their rights, since in this case consumers are required to pay a periodic premium, but mainly to the thresholds for access to compensation which, under the contract, significantly limit the probability of occurrence of the event covered, which is by definition an exceptional event;
- on the contrary, in the <u>energy sector</u> the paltry number of claims reported compared to the large volume of subscriptions (often favoured by the fact that guarantees are free) and, above all, the high percentage of denials, cannot be justified except by the little awareness of consumers about their rights, given that the risks covered mainly relate to common and frequent events.

# 8. To sum up: highlights and recommendations

a) In the water sector there have been a couple of cases, referring to the same company, where users who had ongoing contracts for water supply have been automatically included in the insurance cover, thus placing a burden on customers who have to fill in forms to opt out of insurance cover. In one case policy conditions do not provide for termination by the consumer, but only by the insurance company or the utility company.

Mechanisms under which users are automatically included in the insurance cover must be avoided, since they are not in accordance with the Consumer Code and with the duties of fairness and transparency as required by the Insurance Code when proposing contracts. Furthermore consumers too should always have a right to terminate the contract.

b) The paltry number of claims for compensation is indicative of the <u>little awareness of</u> <u>consumers about the existence of the insurance guarantees</u>, regardless of whether they have been purchased free of charge or not.

Consumers must be aware of the policy and accept it; they must receive written information about the characteristics of the policy and the arrangements for activating it. There is a need to increase the information for policyholders through all the available channels (bill, websites of public utility providers, periodic communications to clients, etc.) to remind users of the existence of the insurance cover.

c) In some cases the high percentage of rejected claims is seemingly attributable to the limited effectiveness of the insurance cover, due to extended exclusions. For example, in the energy sector, the policy conditions envisage exclusions, such as the fact that there is no driveway to access the house or that the system is not compliant with relevant standards, which might not be known to the consumer.

It is essential that the causes of exclusion from the guarantees paid by the consumer are clearly illustrated to the latter when issuing the policy and that these policies are offered only to persons who meet the insurability requirements. Any exception on the effectiveness of the guarantee must be stated before underwriting the policy and not afterwards, when settling the claim.



d) The requirements imposed on policyholders in case of claim appear to be extremely burdensome. In the water sector users must comply with a number of requirements: obligation to keep evidence and residues from work also after the repair, apart from photographic documentation and invoices, notification of claims to be sent to a multitude of subjects.

In case of claim contract terms must favour simplification of the relations between policyholders and insurance companies, avoid extremely burdensome requirements for users and make compensations easier.

# 9. Supervisory actions taken by IVASS

After completing the thematic review, IVASS took measures with regard to **6 insurance companies** operating in partnership with **9 suppliers** (5 companies operating in the water sector with 7 suppliers and 1 company in the energy sector with 2 suppliers and policies paid by consumers).

These interventions concerned the content of policy general conditions (excessive burdens for the policyholder in case of claim and extremely restrictive conditions for insurance), the arrangements for submitting and entering into the policies, the level of information on the existence of the insurance cover in contractual documents, thus urging undertakings to perform a pro-active role and make commercial partners aware of the need to improve the level of transparency of the offers.

In detail:

# Policy Conditions

- With reference to the <u>water sector</u> **5** undertakings have been required to reduce the requirements imposed on the policyholder in case of claim, in so far as this is in accordance with the need to gather evidence of the technical requirements for paying compensations.

**3** undertakings have been required to identify a single point of contact in case of claim.

**One** undertaking in partnership relations with **two** suppliers, which had automatically included the former customers in the policy, has been invited to take action in order to make the latter aware of the policy, possibly in synergy with the partners; it was also underlined that customers must always be aware of the policy and accept it and that mechanisms of automatic combination where it is up to the customers to express their intention to opt out of insurance cover constitute selling practices not in line with the diligence, fairness and transparency requirements envisaged by article 183 of the Insurance Code.

**One** undertaking which had not envisaged a right of termination for the consumer among the policy conditions, has been invited to take action, also in synergy with the partner, in order to improve information on insurance aspects; moreover a general need to increase information for policyholders through periodic communications has been underlined.

As to the **first aspect** (reduction of the requirements imposed on policyholders), undertakings (one undertaking informed that in the meantime it had terminated the agreement) have expressed their commitment to facilitate the fulfilment of the requirements (for example by envisaging alternative procedures for reporting claims and requiring the "prompt damage repair" only when there are the conditions to do so) and to make their partners aware of the need to revise the conditions for access to compensation.



As to the **second aspect** (identification of a single point of contact for reporting claims and for handling them), two of the three companies have expressed their commitment to eliminate the requirement of a double reporting; one has made clear that the number of (alternative) points of contact was useful for simplification of management.

As regards the **third aspect** (invitation to take action to make customers aware of the policy), the undertaking informed IVASS that it had already urged the supplier to take the necessary measures in one case, and undertook to do the same in the other case. In the first case the supplier pointed out that the bill already contains the main information about the cover (risk covered, cost, how to report a claim and how to terminate the policy).

As to the **fourth aspect** (development and improvement of insurance information provided in the bill) the undertaking which in the meantime had terminated the agreement undertook to take account of IVASS's directives should it enter into new policies in the future.

- With reference to the <u>energy sector</u>, the insurance undertaking has been required to review:
  - *i.* the current insurability requirements for the house which envisage the existence of a driveway to access the house, compliance of the system with relevant standards and its regular maintenance;
  - *ii.* the clause relating to the "waiting period" (not justifiable from a technical point of view in assistance insurance);
  - iii. lack of information on the duration of the contract, which may not exceed five years (limit envisaged by art. 3 (6) of ISVAP Regulation n. 5 /2006 among the conditions for exempting the supplier from the requirement to be registered in the RUI) and therefore on the ineffectiveness of the automatic renewal clause beyond the fifth consecutive year;
  - *iv.* some minor discrepancies between the content of the pre-contractual information document and the script for the telephone offer.

It came out that one partnership relation was terminated in 2015 and the other would terminate at the end of 2015. However, in relation to future possible agreements, the undertaking:

- *i.* has made a commitment to start a general review of the insurability requirements for the house, and eliminate the requirements regarding the driveway, compliance of the system with relevant technical standards and its regular maintenance, however it has also made clear that it has never refused to intervene in case of non-compliance with such requirements; it has also stated its intention to agree with its future partners on a modification of the application form which would enable to assess, right from when the risk is first accepted, the insurability requirements for the house of new potential policyholders;
- *ii.* has pointed out that, since the month of February 2015, it has no longer taken account of the waiting period and that it has excluded its applicability when the policy is entered into at the same time as the conclusion or switch of the contract for the supply of the main service, while it maintained its applicability for existing contracts, on account of the need to avoid that the policy is entered into when the breakdown has already occurred;
- *iii.* has undertaken to include in the pre-contractual information document a warning stating that the contract cannot be renewed beyond the fifth year and, for the contracts already in force, required the intermediary to publish a similar warning on it website;
- *iv.* has underlined that the differences noted were due to the fact that the script used for the telephone offer referred to a previous version of the pre-contractual information



document, rather than that examined, and has undertaken to revise the telephone script for possible future sales campaigns.

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The supervisory measures adopted by IVASS have triggered in the Public utilities sector a general review of the existing commercial relations between insurance companies and partners which led to a revision of the offers and of the arrangements for selling policies and settling claims towards greater transparency and fairness and to the commitment by undertakings to define methods of collaboration with possible new partners which are in line with the recommendations received from IVASS.

The different steps of the review were the subject of a regular exchange of views in 2015 between IVASS and consumer associations during the quarterly meetings which are regularly held at IVASS; it was thus possible to focus on the most delicate issues for consumers and on the most effective action for their protection. After completing the review IVASS has deemed it useful to offer some tips to consumers, together with this Report, to raise their awareness.



# RESULTS OF THE THEMATIC REVIEW ON POLICIES SOLD IN COMBINATION WITH ENERGY AND WATER SERVICES

# THREE TIPS FOR CONSUMERS

- 1. IF YOU ENTER INTO A NEW CONTRACT FOR THE SUPPLY OF ENERGY, GAS, WATER, PAY ATTENTION TO ANY OFFER OF INSURANCE POLICIES LINKED TO THE MAIN CONTRACT. WHATEVER THE CHANNEL AND THE MEANS FOR SUBMITTING THE OFFER (MAIL, "DOOR-TO-DOOR" SALESMEN, BRANCHES OF THE SUPPLIER, CALL CENTER, WEBSITES) YOU HAVE THE RIGHT TO KNOW THE CHARACTERISTICS, NATURE AND EXTENSION OF THE COVER, POLICY CONDITIONS (MAXIMUM AMOUNT COVERED, DEDUCTIBLES, EXCESS, ETC.), COSTS, EFFECTIVE DATE AND DURATION OF THE GUARANTEES, TERMINATION ARRANGEMENTS AS WELL AS THE REQUIREMENTS TO BE FULFILLED FOR OBTAINING COMPENSATION IN CASE OF CLAIM.
- 2. ALWAYS CHECK, PRIOR TO ENTERING INTO THE CONTRACT FOR THE SUPPLY OF THE SERVICE, IF THERE IS AN APPLICATION FORM FOR COLLECTIVE POLICIES OR FOR INDIVIDUAL INSURANCE CONTRACTS AND VERIFY THE COSTS AND ARRANGEMENTS FOR PAYING PREMIUMS.
- **3.** IF YOU ALREADY HAVE ONGOING CONTRACTS FOR THE SUPPLY OF ENERGY, GAS, WATER, READ AGAIN THE DOCUMENTS IN YOUR POSSESSION OR ASK THE TELEPHONE OPERATOR FOR INFORMATION AND CHECK WHETHER THE OFFER YOU HAVE SUBSCRIBED INCLUDES AN INSURANCE POLICY AND IF THIS IS CHARGED TO YOU. CHECK THE ARRANGEMENTS FOR TERMINATING THE CONTRACT.