

## Terms and Conditions of Business

### About us

Right Choice Insurance Brokers (RCIB) (registered in England, company number 6423401) of St James House, 27 - 43 Eastern Road, Romford, Essex RM1 3NH is authorised and regulated by the Financial Conduct Authority (registration number 475620).

We are an independent insurance intermediary. We also trade under the following names: Pink Pound Insurance, AutoAid Breakdown, Autonational Rescue, EuroRescue, Bike Devil and Naked Pet.

Where we are making a personal recommendation based on a fair and personal analysis, we will examine sufficient insurance contracts, based upon cover, premiums and service. In all other cases for example, when we conduct a limited search, or offer no advice or personal recommendation, or where we are contractually bound to offer a particular insurer, we may offer a contract from a single insurer. A list of the insurers we deal with is available on our website. Where a sale is completed online, we do not give advice or make a personal recommendation. We may use another insurance intermediary to help place your business.

As an insurance intermediary we act as your agent. We may also have relationships with insurers and act for them in a limited capacity. Some insurers allow us to set the premium required and may have also provided us with claims handling authority. We will make you aware of this situation if we believe it creates any possible conflict of interest. We are subject to the laws of agency and will always act in your best interests.

### Service Charges

When we sell you a policy the insurer will usually pay us a commission from the premium you pay. We may also charge you a fee (see below). Where we receive no commission from the insurer, we will apply a fee in lieu of commission which will be included in the total quote before you agree to buy. We may receive other income based on the profitability or volume of our accounts from an insurer, or commission for arranging instalments from a premium finance provider. We may earn income from claims management companies. You have the right to ask us about our earnings at any time. Because the commission rates paid by insurers are variable and do not always reflect the level of work carried out by us, we also make individual service charges over and above the charges made by your insurers to cover the administration of your insurance policy. Such charges are non-refundable and are shown in the table below.

Type of Charge	Amount	Reason for the charge
Arranging a new policy or renewal	£75	To cover the costs in arranging and setting up your policy.
Voidance of a policy	No refund is given for deliberate or reckless misrepresentation	To cover the costs of voiding the policy with the insurer, issuing documentation and/ or correspondence.
Making a change to a policy which results in either no change in the premium or an additional premium*	£35	To cover the costs of making an adjustment to the policy and issuing documentation/ correspondence.
Making a change to a policy which results in a return of premium*	15% of return premium + £35	To retain the agreed upon commission and cover the costs of making an adjustment to the policy and issuing documentation/ correspondence.
Cancellation of a policy**	£60 plus time on cover charge as detailed in cancellation section	To cover the cost in cancelling the policy and administering any further correspondence.
Non-Disclosure added to a policy	£45	To cover the costs of adding a non-disclosure onto the policy and issuing documentation/ correspondence.

Administration of a dishonoured payment	£20	To cover costs in relation to any cancelled or failed finance payments and issuing documentation/ correspondence.
Early settlement or cancellation of finance agreement if paying by instalments	£25	To cover costs of liaising with the finance company, issuing documentation/ correspondence relating to the finance agreement.
Debt Collection	20% is added to the amount sent to debt collection. (Further information below).	To cover the costs of liaising with the debt recovery company, issuing documentation/ correspondence relating to the debt.

\* Any change to your policy is at the discretion of the insurer.

\*\* The cancellation terms apply to policies cancelled at your request or where cancellation is actioned by us or the insurer. This includes cancellations as a result of post sales validation, whereby a non-disclosure is identified.

For cancellations within the 14-day cooling off period or after this time please see “**Your cancellation rights**” heading.

Some insurers may also make a charge for making a change to a policy – please refer to your policy booklet.

#### **Payment by instalments**

Subject to our agreement you can choose to pay your premium with an initial deposit (normally 25%) and a number of regular monthly payments. You will be required to enter into a credit agreement with our chosen finance provider.

When arranging instalments, we act as a credit broker and not a lender. We only offer instalment facilities from Close Brothers Premium Finance and Premium Credit Ltd.

We will be happy to discuss the various payment options with you.

The credit charge for your finance arrangement will be provided to you during the quotation, you will also receive confirmation of your arrangement within your credit agreement. This is the amount of interest charged by the finance company for providing the instalment facility.

If you make a change to your policy which results in an additional premium, we may require you to pay the additional amount in full or pay a further deposit.

Please note that in the event of a claim, the full premium becomes payable immediately. At our discretion it may be possible for us to deduct the outstanding balance from your claim settlement or for you to continue making your monthly payments.

In the event of payment default, we reserve the right to charge interest on any resulting debt, to pass on to you any fees or charges we incur and to collect the outstanding balance from the credit or debit card details held on file. We will use a third party to aid debt recovery and this may result in additional charges being incurred by you.

#### **Continuous Payment Authority**

Whenever you provide us with your credit and/ or debit card details you are entering into a continuous payment authority. Continuous payment authority gives us the right to take payments from your card on a date of our choosing and take payment from your card for different amounts.

We reserve the right to use continuous payment authority to collect payment for mid-term changes, defaulted instalments and balances due to us following cancellation of your policy. Where we intend to use your continuous payment authority for this purpose, we will inform you in advance of us doing so and we will tell you the amount involved.

You can cancel this authority at any time by contacting us and letting us know that you would you like to withdraw your permission for money to be taken from your card. You also have the right to cancel the authority directly with your card issuer.

### **Protecting your money**

We hold your premium payment under risk transfer as agent of the insurers and we do this by paying it into an **insurer premium trust** account until it is passed to the insurers. This is to protect your money and means that whilst your money is in the account, it cannot be used for any purpose other than paying the insurers or any brokers through whom we may have arranged your insurance. We will retain any interest earned on the account.

In the event of any refund of money being due, it may take up to 30 days for the funds to arrive from the insurer and be returned to you.

### **Your duty of disclosure**

The Consumer Insurance (Disclosure and Representations) Act 2012 updated the legal basis on which insurance contracts are sold to consumers. A consumer is any customer who is purchasing insurance for non-commercial purposes. The Act makes it clear that consumers need to take reasonable care when answering questions asked as part of an insurance application.

Consumers have a **duty of disclosure** and whilst there is no need for you to volunteer information it is your responsibility to provide complete and accurate information and answer questions fully. Incorrect information may invalidate your insurance and any claims may not be paid.

You must inform us immediately of any changes to your policy details during the life of your policy, including at renewal.

Please read all policy documentation carefully and inform us immediately if they contain incorrect or incomplete information.

Commercial Customers have the above duty but must also make disclosures in a clear and transparent way, of any information that an Insurer may need to take into consideration when arranging the terms of an insurance policy. If you are a commercial customer, the relevant legislation is the Insurance Act 2015.

If you have any questions (particularly if you are unsure as to what you need to disclose) please contact us and we will be happy to discuss this with you.

### **Recording of calls**

Telephone calls may be recorded for training, quality and compliance monitoring purposes.

### **Personal information**

We are committed to protecting your privacy and all personal information about our customers is treated as private and confidential.

We will only share your information with others where this is needed to service your policy or claim, with regulatory bodies for the purposes of monitoring and compliance or where we are required to provide this information by law.

If you wish to read our Privacy Notice which contains all information relating to how RCIB handle your personal data, you can find this on our website or you can request a copy by emailing [dpm@rcib.co.uk](mailto:dpm@rcib.co.uk) or if you wish to exercise one of your rights under the Data Protection Act 2018, then you can also use the above email.

### **Identity and data searches**

We and the insurers we use may carry out searches to validate your identity and the accuracy of the information you have provided to us.

We will also search and exchange information with the Claims and Underwriting Exchange (CUE) and the Motor Insurance Anti-Fraud Register (MIAFTR). These databases hold details of incidents reported to insurers that have resulted in or may give rise to claims under policies for motor, household and other classes of insurance.

These checks are designed to help protect you, us and insurers from fraudulent activity and to enable us to carry out a complete assessment of any application you may make for insurance and premium financing.

## **Your cancellation rights**

### **Before your policy starts**

If you decide to cancel the policy before cover has commenced a refund of any monies paid will be made. The refund will be subject to the deduction of a cancellation fee of £60 to cover costs we may have incurred to set up your policy.

### **Within 14 days**

If you are a consumer, you have the right to cancel a new policy within 14 days of when you purchase your policy or when you receive your policy documents, whichever is later. For a renewed policy this is within 14 days of your renewal date.

Provided you have not incurred any claims during that period, the insurer will pay a pro-rata refund of premium minus their administration charge.

We will deduct a cancellation fee of £60 plus any other applicable service charges that you have incurred during the course of your policy from any refund provided by your insurer. If your policy is being paid by instalments the cancellation of finance charge will also apply. Where we receive no commission from the insurer, the fee applied in lieu of commission, will be retained pro-rata.

If the refund provided by the insurer is insufficient to cover our charges you will be required to pay the balance to us.

### **After 14 days**

If the policy is cancelled after 14 days provided you have not incurred any claims during the period of cover the insurer may pay a pro-rata refund of premium minus their administration charge. Please refer to your insurer's policy document for the terms that apply to your policy as some insurers may use a short-period cancellation scale for calculating refunds (please refer to the below table for an example).

Period of cover up to	One month	Two months	Three months	Four months	Five months	Six months	Seven months	Over seven months
Premium payable	30%	40%	50%	60%	70%	80%	90%	Full premium

We will deduct a cancellation fee of £60 plus any other applicable service charges that you have incurred during the course of your policy from any refund provided by your insurer. We will also retain 15% of any refund provided by your insurer in lieu of lost commission. If your policy is being paid by instalments the cancellation of finance charge will also apply. Where we receive no commission from the insurer, the fee applied in lieu of commission will be retained in full.

If the refund provided by the insurer is insufficient to cover our charges you will be required to pay the balance to us.

After the 14-day cooling off period has expired, breakdown, excess reimbursement and other purchased add-on premiums are payable in full.

If you are a commercial customer, any rights to cancellation will be detailed in your policy.

**If you have a complaint**

We have a real commitment to customer care. We aim to be a company that puts the customer first.

**If at any time you are unhappy with any aspect of our service, please telephone us on 01708 336519.**

If we are unable to resolve your complaint by close of business on the third working day after receipt, an acknowledgement will be sent no later than 5 working days after receiving your complaint confirming who is dealing with the complaint and when we will expect to respond to you. Within 8 weeks of the date we receive a complaint we will provide you with our final decision.

If you remain dissatisfied you can refer your case to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London E14 9SR, telephone 0800 023 4567. Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

At any time, you can request a copy of our complaints procedures.

**Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we are unable to meet our obligations. This depends on the type of business and the circumstances of the claim.

Compulsory insurance claims (e.g. Third-Party Motor claims) are covered for 100% without any upper limit, non-compulsory insurance claims (e.g. own vehicle damage and home claims) are covered for 90%.

Further information about compensation scheme arrangements is available from the FSCS.

**Governing law**

The laws of England and Wales govern this agreement and any dispute is subject to the jurisdiction of the English courts.