

# Terms and Conditions of Business

## 1. Who are we?

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:

### Private Car:

Autoaid Insurance Services, Autonational Insurance Services, Autosaint Insurance Services, Bennetts Car Insurance Services, First Insurance Services, Ladybird Insurance Services, Miles Cheaper and Right Choice Private Clients (RCPC).

### Breakdown Cover:

AutoAid Breakdown, Autonational Breakdown, Autonational Rescue, and EuroRescue.

## 2. Your duty of disclosure

As part of taking out an insurance policy, you need to take reasonable care to provide complete and accurate information. Incorrect information may invalidate your insurance. This means your policy could result in either:

- Cancellation
- Voidance
- An additional premium being payable
- Any claims not being paid in full, or at all.

Commercial customers have the duty of fair presentation and must make any disclosures in a clear and transparent way. This includes 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.

You must inform us of any changes to your policy details immediately, during the life of your policy, and at renewal. Please read all of your policy documents carefully and inform us if they contain incorrect or incomplete information.

Should your policy be cancelled, all applicable fees will be applied (detailed in section 6). This is calculated on the correct premium after any changes have been made to correct the policy.

## 3. What are we here to do?

We may provide advice on the best suited product to meet your demands and needs. This means we will make a personal recommendation for you based upon our analysis of insurance contracts available. In other instances, where we do not offer advice or we may conduct a limited search, it is your responsibility to check that the product meets your requirements. If you would like to see a list of the insurers that we deal with, you can view this at [www.rcib.co.uk/insurance-providers](http://www.rcib.co.uk/insurance-providers).

As an insurance intermediary we act as your agent, this means we will always act in your best interests. We 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.

## 4. How are we paid?

When we sell you a policy the insurer will usually pay us a commission from the premium you pay. 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. In addition, we also have individual services charges to cover the administration of your insurance policy. Such charges are non-refundable and are shown in section 6. 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 also 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.

## 5. Protecting your money

We hold your premium payment under risk transfer as an 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 intermediaries 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.

## 6. Fees & Charges

Type of Charge	Amount	Reason for the charge
Arranging a new policy or renewal	£79	To cover the costs in arranging and setting up your policy.
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*	10% 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 in addition to 10% of any refund.	To cover the cost in cancelling the policy, administering any further correspondence and any commission lost.
Incorrect information supplied/ non-disclosure identified on the policy**	£45	To cover the costs of checks to identify any errors, issuing documentation/ correspondence and adjusting the policy.
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.	To cover the costs of liaising with the debt recovery company, issuing documentation/ correspondence relating to the debt.

\* Premiums payable and acceptance of any amendment made is at the discretion of your insurer. In addition to any premiums payable some insurers may apply a charge for making a change to a policy – please refer to your policy booklet.

\*\*Fee is applicable when an amendment is made. The fee will also be retained if the policy is later cancelled by us or yourself, whereby it is reasonable to do so. This fee is chargeable from date of purchase, and both within and after the 14-day cooling off period.

## 7. Fees and Charges relating to the telematics device (Autosaint Policies Only)

These fees and charges are non-refundable once the data feed has been initiated/ the box has been fitted or after 14 days of the cover commencing and are in addition to the fees & charges as highlighted in section 6.

Type of Charge	Amount	Reason for the charge
Cost of loaning you the telematics device	£84.03 for new policies, after passing a driving test or a replacement device is required.	To cover the costs incurred in loaning you the telematics device, including transmitting data during your first year.
Autosaint Box data charge (only payable at renewal)	£37.44	To cover the costs of transmitting data between the telematics box and telematics provider.

## 8. Validation of your policy

If any non-disclosures or misrepresentations are identified (see section 9 for more information), we and your insurer reserve the right to take the following action:

- declare the policy void,
- cancel the policy or
- continue the policy by amending the terms and/or premium.

If the policy is cancelled, we may be able to offer an alternative policy with a different insurer. We will write to you giving you 7 days' notice of the intended cancellation, and we invite you to contact us to discuss alternative options.

Where we can continue with the existing policy by amending the terms and/or premium the amendment will automatically be made. We will write to you and notify you of the revised changes that are being applied. This action is taken to ensure you remain insured.

- If you are paying by instalments the payments will be amended to reflect the revised offer, the finance provider will write to you before the next payment is due.
- If you have paid the premium in full, under the continuous payment authority terms (detailed in section 10) the payment will automatically be debited from your card. We will give you 7 days' notice of our intended actions.

## 9. Cancellation of your Policy

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.

RCIB can cancel your policy and apply standard fees for the following reasons, but this is not limited to:

- Misrepresentation – where you provide us with incomplete, incorrect, or untrue information.
- Documentation – where you have failed to provide requested documentation, this could also result in additional fees or the premium being due.
- Failed instalment payments – please see section on 'Instalment Payments – section 11'.

### Cooling Off Period

The 14-day cooling off period starts when you purchase your policy or when you receive your policy documents on our customer portal, (regardless of whether the policy has started) whichever is later. This applies to both new policies and renewals.

Your insurer will charge you a pro-rata amount for the time you have had on cover (provided no claims have been made or there have been no incidents which may give rise to a claim in that period) plus:

- The insurers administration fee
- Our cancellation fee of £60.
- Any other applicable service charges that you have incurred during the course of your policy
- Cancellation of finance charge (where applicable)
- Any interest costs accrued from the finance provider (where applicable)

### Outside Cooling Off Period

If the policy is cancelled outside of the cooling off period, a further 10% of the returned premium will be charged in lieu of lost commission plus all fees payable in the cooling off period. Where we receive no commission from the insurer, a pro-rata fee will be retained in lieu of commission. 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 cooling off period has expired, some add-on premiums may be payable in full, please refer to your policy booklet.

In some circumstances, instead of your insurer charging a pro-rata amount, they may use a short-period cancellation scale for calculating refunds, please refer to your insurer's policy document for the terms that apply to your policy.

### Voidance of a policy

If the policy is voided for deliberate or reckless misrepresentation, the full premium is payable, this is inclusive of any applicable fees and charges as detailed in section 6. This is to cover the costs of voiding the policy with the insurer, issuing documentation and/ or correspondence.

## 10. 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, also known as recurring payments, gives us the right to take payments (for different amounts) from your card on a date of our choosing. Should you provide us with third parties card details, it is important that you inform the cardholder who will be making any payments about the continuous payment authority.

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.

## 11. Instalment Payments

When arranging instalments, we act as a credit broker and not a lender. We offer instalment facilities via PremFina Limited, a regulated premium finance provider. Subject to our agreement, you can choose to pay your premium with an initial payment, and PremFina will then pay the remaining balance of your premium. You will then pay PremFina back over monthly instalments with applicable interest applied. Please note that paying by instalments does not mean you have a month-to-month insurance policy. It simply offers a more manageable way of paying for your annual premium.

If you decide to pay via instalments, you will enter into a credit agreement with PremFina, which is separate to the insurance policy. PremFina will send you a credit agreement which you must sign and return.

PremFina will carry out anti-money laundering assessments, and may use credit scoring, credit reference agencies and automated decision-making systems. If they cannot validate your application, they will be unable to provide finance for your premium. This assessment will be performed after you have purchased the policy. If the premium finance provider is unable to provide finance we will discuss the various payment options with you.

**Payment Defaults** - 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 or
- cancel your policy.

We will use a third party to aid debt recovery, and this may result in additional charges being incurred by you.

**Policy Amendments** - 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 make a part payment with the balance added to the remaining monthly payments.

**Premium Finance Cancellation** - If for any reason, the direct debit agreement is cancelled it is important that you contact us immediately.

**I want/ have someone else paying for my premium?** - If somebody is paying the premium deposit and/or instalments on your behalf it is your responsibility to show these details to that individual. It is also your responsibility to ensure that all payments are made in full and on time.

**I've made a claim, does that affect my premium finance?** - In the unfortunate event of a fault claim, the full premium becomes payable immediately. If the claim involves your vehicle being settled on a total loss basis, any outstanding or overdue balance of your premium may be deducted from the claim settlement amount. If the claim settlement amount is insufficient to cover that balance you will be required to pay the difference immediately.

## 12. Making a claim

As an insurance intermediary we outsource our claims services for our first notification of loss function (FNOL). In the event of a claim, they will be the first point of contact you will speak to when reporting a claim on behalf of

ourselves and your insurance company. For more information on this, you can visit our customer portal at <https://customer.rcib.co.uk/>.

### **13. How will you use my 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. Telephone calls may be recorded for training, quality and compliance monitoring purposes.

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 [dataprotection@rcib.co.uk](mailto:dataprotection@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.

### **14. Identity and data searches**

We and the insurers we use may carry out searches to validate your identity, licence status and driving history of you and any other drivers. These databases hold details of incidents reported to insurers that have resulted in or may give rise to claims under policies for motor. To enable us to carry out these searches we will use the following services/ providers, however this is not limited to: Claims and Underwriting Exchange (CUE), Motor Insurance Anti-Fraud Theft Register (MIAFTR) and the DVLA database.

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.

### **15. If you have a complaint**

We have a real commitment to ensuring our customers receive good outcomes and aim to always put the customer first.

**If at any time you are unhappy with any aspect of our service, please telephone us on 01708 922776 or email us at [help@rcib.co.uk](mailto:help@rcib.co.uk).** You can request a copy of our complaints procedures. You can also find some additional information by visiting our website <https://www.rcib.co.uk/help/complaint-guide/>.

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)

### **16. 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.

### **17. Governing law**

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