

## Terms and Conditions of Business

### About us

Autonational Rescue is arranged and administered by Right Choice Insurance Brokers Limited.

Right Choice Insurance Brokers (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.

As we use a single insurer for Motor Breakdown Insurance we provide information only and we do not offer any advice or make a personal recommendation. You will need to decide how to proceed and whether the product is suitable for you. 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 appoint us as their agent for the receipt of premium and the issue of documents. We are subject to the laws of agency and will always act in your best interests.

### Service Charges

We are remunerated by commission from your premium and paid to us by your insurer. Where we receive no commission, we will agree a specific fee with you 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 as detailed below.

- Arranging a new policy and renewal..... £5
- Payment by cheque..... £5 if you choose to pay by cheque
- Cancelling your policy..... £15

### 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 and brings outdated laws into line with current market practice. The Act makes it clear that consumers need to take care when answering questions asked as part of an insurance application.

Customers 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 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 of any incorrect information.

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, to regulatory bodies for the purposes of monitoring and compliance or where we are required to provide this information by law.

We may receive information about you from a number of sources:

- From you or your authorised representatives when you contact us to provide a quotation, take out, amend or renew a policy or when you report a claim to us
- From third party companies such as credit reference and fraud prevention agencies
- From insurers, third parties and solicitors (e.g. in the event of a claim)

Under the Data Protection Act 1998 you have certain rights in relation to the information we hold about you. On payment of the appropriate fee you may request details of the information that we hold about you.

#### **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.

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**

##### **Within 14 days**

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.

The insurer will charge you for the period you have been on cover subject to a minimum charge of £15 plus IPT.

We will also deduct a £15 administration charge from any refund provided by the insurer.

##### **After 14 days**

If you cancel after 14 days, providing no claims have been made on the policy you will be charged by the insurer as follows:

Period of cover up to	One month	Two months	Three months	Four months	Six months	Eight months	Over eight months
Premium payable	25%	30%	50%	60%	75%	90%	Full premium

#### **If you have made a claim on your policy, there will be no refund due to you from the insurer.**

We will also deduct a £15 administration charge from any refund provided by the insurer. If the refund from the insurer is insufficient to cover our charges you will be required to pay the balance to us.

#### **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 0330 123 5957.**

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, South Quay Plaza, 183 Marsh Wall, 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.