

## Terms and Conditions of Business

### About us

AutoNational Breakdown is arranged and administered by Right Choice Insurance Brokers Limited.

Right Choice Insurance Brokers Ltd (Registered in England, company number 06423401) 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, EuroRescue, Bike Devil and Naked Pet.

For motor breakdown cover we only provide information and 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 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

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.

Type of Charge	Amount	Reason for the Charge
Arranging a new annual policy or renewal	£7.50	To cover the costs in arranging and setting up your policy
Making a change to a policy via the call centre	£5	To cover the costs of making an adjustment to the policy (which results in either no change in the premium or an additional premium) and issuing documentation/ correspondence.
<i>Amendments made through our customer portal are free of charge</i>		
Payment of an annual policy by cheque	£5	To cover the administration costs of cheque handling
Cancelling your policy*	£15	To cover the costs in cancelling your policy and administering any further correspondence
Debt collection	20% is added to the amount sent to debt collection	To cover the costs in liaising with the debt recovery company and issuing related documentation/ correspondence

\* The cancellation terms apply to policies cancelled by you, us or the insurer.

### 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 will use this authority to collect payments on monthly policies. We will give you advance notice if the amount to be collected is to change.

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 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.

Where this authority is being used to collect payments on a monthly policy cancellation of this authority by you may result in cancellation of your insurance policy.

### **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.

### **Automatic renewal – Annual Policies**

For your protection your policy will be automatically renewed for a further twelve months using the card details last provided to us.

We will, however, contact you in advance of renewal to confirm the basis on which we intend to renew your policy. If, at that time, you wish to opt-out of automatic renewal, do not wish to renew the policy, wish to change the payment method or wish to discuss changes to the insurance you should contact us prior to the renewal date of the policy.

If you opt-out of automatic renewal it is important that you contact us again prior to the renewal date of your policy if you wish to renew your policy as otherwise the policy will automatically expire.

### **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 2018 you have certain rights in relation to the information we hold about you. If you wish to learn more about these rights you can read our Privacy Notice which contains all information relating to how we handle your personal data, you can also find this on our website. You may also request a copy by emailing [dataprotection@rcib.co.uk](mailto:dataprotection@rcib.co.uk).

### **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**

If you wish to cancel the policy, a £15 cancellation fee payable to Right Choice Insurance Brokers plus any other applicable service charges that you have incurred during the course of your policy will be deducted from any refund provided by your insurer.

Please refer to your insurer's policy document for terms relating to your cancellation rights as these may be different for each insurer.

**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 0345 241 1359.**

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 complaint's 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.

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.