

# Terms of Business Agreement

The following Terms of Business Agreement sets out the basis on which Rescuemycar.com will provide services to you as a consumer of the firm. These terms of business apply to European Breakdown Insurance Membership. If you have purchased a UK Breakdown Membership, please refer to our Breakdown Membership Terms & Conditions.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

**YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.**

## Contact us

Telephone	01423 535 795
Email	CustomerService@rescuemycar.com
Address	4 <sup>th</sup> Floor Clarendon House, Victoria Avenue, Harrogate HG1 1JD
Business Hours	Monday to Friday 9am to 8pm and Saturday 9am to 5pm Our Claims Team are available 24 hours a day, 7 days a week

## About us

Rescuemycar.com is a brand name of NCI Consultants Ltd, an Appointed Representative of NCI Vehicle Rescue PLC which is authorised and regulated by the Financial Conduct Authority; Firm Reference Number 307654. We are permitted to arrange; advise on; introduce; deal as an agent of insurers and clients and assist in claims handling in respect of non-investment insurance policies. You can check these details online using the Financial Services Register at <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

We only select breakdown products and add on products from a limited number of insurers. You may ask us for a list of the insurers we deal with for these products.

We only offer European Breakdown Insurance products from AmTrust Europe Limited.

We source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

## Your duty of disclosure

You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

## How to cancel

Please contact us immediately if you wish to cancel any insurance policy we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer). Please refer to your policy summary or your policy document for further details. If you cancel within this initial cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer. However, insurers are entitled to make an administrative charge. In addition, we may charge an amount which reflects the administrative costs of arranging and cancelling the policy. Details of the amount we charge are given in our tariff of administration charges.

If you choose to cancel other than within an initial cancellation period you may not receive a pro-rata refund of premium. In addition, we may charge an amount that reflects the administrative costs of arranging and cancelling the policy (see our tariff of administration charges).

### **Protecting your information**

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Policy. Please read our Privacy Policy carefully and contact us immediately if you have any queries. Our Privacy Policy can be found online at [www.rescuemycar.com/privacy-policy/](http://www.rescuemycar.com/privacy-policy/). If you'd like a copy of this, but do not have access to the internet, please call 01423 535 795. Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

**By accepting these terms and conditions you agree to these uses of your information.**

### **How to claim**

If you need assistance, please call **01423 535 795** or **+ 44 1423 535 795** whilst travelling in Europe. To help us assist you as quickly as possible, please have the following information to hand:

- Your membership number and a telephone number we can call you back on
- The location of your vehicle and the nature of the breakdown
- The registration, make, model and colour of your vehicle

### **Payment for our services**

We normally receive commission from insurers and product providers. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

We also charge you for handling your insurances as follows:

- New business – up to £10.00
- Mid-term amendments – up to £5.00
- Cancellations – £5.00
- Issuing duplicate documentation – up to £5.00
- Renewals – £0.00

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. We also draw your attention to the section headed 'How to cancel'.

### **Protecting your money**

Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer.

We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction.

**By accepting this Terms of Business Agreement, you are giving your consent for us to treat your money in this way. Please notify us immediately if you have any objection or query.**

## **Complaints**

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact our Customer Service Team on 01423 535 795 or email at [CustomerService@rescuemycar.com](mailto:CustomerService@rescuemycar.com) or by letter at the address shown above. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 0 234 567 and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected. We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

## **Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. The compensation scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>

## **Money laundering/Proceeds of crime**

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

## **Conflicts of interest**

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

## **Insurer security**

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

## **Termination**

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

## **Law and jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.