



Home Insurance

Terms of Business

Our Terms of Business

YouChoose Home is a trading style of Commercial Vehicle Direct Insurance Services Ltd. Authorised and Regulated by the Financial Services Authority. Registered in England and Wales No: 04137311. Registered Office: MIMT Centre, Severn Bridge, Aust, Bristol BS35 4BL.

OUR STATUS AND THE SERVICES PROVIDED

We are an insurance broker who arrange policies through a panel of leading insurers and intermediaries. Please note that for certain products we use only one insurance company. Our service includes advising you on your insurance needs, arranging your insurance cover and helping you with ongoing changes. We can also assist you with making a claim.

THE CAPACITY IN WHICH WE ARE ACTING

We act as your agent when sourcing a suitable policy, placing the insurance and in the event of a claim, unless the insurance is arranged under a delegated binding authority where we act as an agent of the insurer when placing the business.

DISCLOSURE OF INFORMATION

It is your responsibility to provide complete and accurate information to your Insurers when you take out your insurance policy, throughout the lifetime of the policy, and when you renew your insurance. Any information, which might influence your Insurer to accept, amend or decline your insurance proposal or renewal, must be disclosed. If you are unsure about disclosing any matter please contact us for guidance.

Failure to disclose any material information to your Insurers or any inaccuracies in the information given could invalidate your insurance cover and mean that part or all of your claim may not be paid. Any advice we offer will be based on the details you provide. Always keep copies of correspondence sent or received concerning your insurance.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as spent.

PROPOSAL FORMS

It is important that you ensure that all statements that you make on a proposal form are full and accurate. All answers on proposal forms and statement made to your Insurers, either in your handwriting or pre-printed, are your responsibility. When a policy is taken out we will send you a copy of your proposal form or statement of fact, which shows the information you have supplied. If you ask us to amend any answer, or add additional information we will send you a copy of the revisions. You will have the opportunity to correct amendments. Sample policy wordings are available upon request.

AWARENESS OF POLICY TERMS

You should read your policy carefully. The document, schedule and any Certificate of Insurance are the basis of the cover you have purchased.

ROAD TRAFFIC ACT

Customers are reminded that it is their personal responsibility under Road Traffic legislation to ensure that before using or permitting the use of a vehicle on the public highway, they are in possession of a current valid Certificate of Insurance or cover

DATA PROTECTION ACT

Any information we hold about you, whether on our computer system or on paper files will be treated as private and confidential. We will use and disclose the information we have in the normal course of administering or arranging cover on our insurance policy. We may also, on occasion, use the details we hold about you within our associated companies or pass them to Third Parties so that we may tell you of new products and services which we think may interest you, by telephone, email or post. If you do not wish to receive any marketing information, please write to us and we will mark our records accordingly. Under the Data Protection Act 1998 you have rights of access to any personal information we hold about you in our records. If you have any queries in respect of confidentiality and Data Protection please contact us.

MOTOR AND HOME INSURANCE ANTI-FRAUD REGISTERERS

Insurers share information with each other via the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft to aid the prevention of fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the registers.

MOTOR INSURANCE DATABASE (MID)

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licencing
- II. Continuous Insurance Enforcement
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and/or services aimed at reducing the level and incidence of uninsured driving

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

SERVICE STANDARDS

It is our intention to provide you with a high level of service at all times. In the unlikely event that you should have cause for complaint, you

should write to the Managing Director at the address shown above. We will acknowledge receipt of your complaint in writing, within 5 working days and provide you with a full written response within 20 working days, or explain the current position and provide you with a timescale for a full response. We will endeavour to provide you with a final response within 8 weeks. If you remain dissatisfied with our response to your complaint you may be able to refer the matter to the Financial Ombudsman's Service. To use their service you must be eligible and your complaint must be sent to them within 6 months of our final response letter. Full details of our complaints handling procedures are available upon request.

CLAIMS

We have no authority to handle claims on behalf of Insurers. In the event of an accident occurring which may give rise to a claim under your policy, you should notify your Insurer direct as soon as possible using the contact details in your policy schedule/ document.

If there is any conflict of interest, we will only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and that you have given that consent. We will forward any payments we receive from Insurers in respect of any claim, without delay.

ADMINISTRATIVE CHARGES

In addition to the premiums charged by Insurers, we make charges to cover the administration of your insurance:

- Annual policy arrangement charge of no more than 25% of the Insurers premium (minimum charge of £50.00 may apply)
- An administration fee of £15.00 will apply to all direct debit agreements that are cancelled due to a default or non-payment
- A handling charge of 2% will apply if payment is made by Credit Card
- Mid Term Alterations - £35.00 plus commission clawback
- Duplicate Documents - £22.50
- Cancellations - See below

CANCELLATION OF INSURANCE POLICIES

(1) Where cancellation rights exist - If you are a consumer buying or renewing a policy which provides cover for you in a private capacity, you have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later. If you exercise this right and the cover had not yet commenced, you will be entitled to a full refund of the premium paid. If the insurance has commenced and provided that you have not made a claim, you will be entitled to a refund of the premium paid, subject to a deduction for the time that you have been on cover (calculated as a proportion of the annual premium) and up to £75.00 cancellation charge.

To exercise your right to cancel, please contact this office at the address shown. You will be required to return any Certificate of Motor Insurance immediately.

(2) Where cancellation rights do not exist - Unless otherwise stated, insurance policies are arranged for a period of 12 months and you are required to pay the full amount stated. If you cancel the insurance before the expiry date, (other than in accordance with paragraph (1) above) and there have been no claims, you may be charged short period rates in accordance with the scale of charges detailed by your Insurers Terms and Conditions, shown in your policy documents. In addition there is a cancellation charge of £75.00. Also we do not refund commission or any initial charges as this was earned for arranging the policy. Policyholders may cancel annual policies on return of the policy and/or Certificate of Insurance. The cost of add-on products that you purchase (eg. Legal Expenses) will be non-refundable (other than in accordance with paragraph (1) above), If there are any unpaid monies when the policy is cancelled, we may withhold documents such as No Claims Bonus to which you are entitled, until full payment is made. If you paid the premium by instalments the credit charges made by the premium finance provider will not be refunded.

NO CLAIMS BONUS

If you are unable to supply your previous Insurers name, policy number and expiry date during the sale of your policy, you must provide written evidence within 14 days. Failure to provide evidence within this period will result in Insurers issuing the policy at the gross premium (i.e. without benefit of the discount) or the policy being cancelled. You will be immediately responsible for the balance of premium payable and any subsequent cancellation will be calculated on the gross premium and subject to period rates and charges as above.

DRIVING LICENCES (applies to motor insurance policies only)

We require a copy of the driving licence for all drivers named on your policy. We require a copy of the counterpart driving licence and a copy of the front and back of the driving licence photocard. Failure to provide us with this information within 30 days of the policy start date may result in your policy being cancelled and full cancellation charges applied.

PAYMENT OF PREMIUMS AND REFUNDS

Unless otherwise agreed and formalised by a premium instalment plan, all premiums are due on the day cover is arranged, the date the policy is due for renewal or the date of any mid-term-adjustment. If we arrange an instalment plan for you, an administration charge will apply as follows:

up to £40.00 if 10 monthly payment option is selected

We will pay the premium to the Insurer and you will be responsible for paying the instalments as they fall due. In the event of any due payment not being made, you will be sent a 7-day cancellation letter by recorded delivery. If the monies are not received in this timescale, the policy will be cancelled and all cover will cease. Any refund provided by the Insurer, after deduction of the charges shown above, will be used against any outstanding balance on your instalment plan.

We may keep certain documents such as your Certificate of Insurance whilst we await full payment of the premiums. In these circumstances, we will ensure that you receive full details of your insurance cover and will

provide you with any documents you are required to have by law. We will not accept responsibility for cancellation of insurance by Insurers due to late or non-payment of premium by customers. Instalment deposits, legal expenses and breakdown or associated policies are non-refundable. All refunded premiums will be made by cheque, payable to the policyholder.

QUOTATIONS

When a quotation is provided the premium is only valid for the period advised to you. Quotations provided by the company do not constitute offers. All proposals and requests for insurance are subject to acceptance by Insurers, premiums and terms are quoted subject to confirmation and agreement by Insurers. Your Insurer has the right to decline your risk, increase the premium or restrict the policy if any errors or omissions are found on the proposal or statement of fact.

COMMISSION DISCLOSURE

Commercial customers (customers who are purchasing a policy in connection with their trade or profession) are entitled to information about the commission we receive for placing their business, prior to conclusion of the contract. This is available on request.

WITHHOLDING DOCUMENTS

We reserve the right to retain certain documents until payments due have been made and any cheques cleared. We will provide any documents you are required to have by law.

RISK TRANSFER

Premiums that we collect from you are held in an insurance broking bank account specifically for the purpose of holding client money. By virtue of agreements held with Insurers, we collect premiums as agents of the Insurer. Therefore, once we have collected the premium from you, under the terms of our agreements with Insurers, those premiums are treated as having been paid to the Insurer. We will remit premiums to Insurers in accordance with our agreements with Insurers

CLIENT MONEY SEGREGATION (Statutory or Non-Statutory)

Premiums that we collect from you will be segregated into and held in either a Statutory or Non-Statutory Insurance Broking Trust Bank Account. We will hold the money as trustee for the Insurer. The Client Money Bank Account is set up as a trust governed by our agreements with our Insurers. This means that once the client money is segregated into the trust account it falls into our legal ownership but remains for the beneficial ownership of the Insurers. If we become Insolvent, the terms of the trust dictate that Insurers will have a prior claim on the money in the account according to their specific interests. Where Insurers permit use of a Non-Statutory Trust we may agree to extend credit to other customers using money from the Client Money Bank Account. We will have in place and maintain, systems and controls to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of this trust arrangement.

EARNING INTEREST ON CUSTOMER PREMIUMS

We hold premiums that you pay us in a Client Money Bank Account. Under FSA Regulations we have to inform you that we may earn interest from money held in our Client Money Bank Account, which may exceed £20.00 for any transaction that you make with us. Interest earned will not be held for the benefit of customers. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

CUSTOMER MONEY PASSED TO ANOTHER PERSON

In accordance with FSA Regulations we have to inform you that in managing and / or arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium, to another insurance intermediary. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

CUSTOMER MONEY PASSED TO ANOTHER PERSON OUTSIDE THE UK

In managing and / or arranging your insurance requirements, we may transfer money that you

have paid us in payment of an insurance premium, to another insurance intermediary operating outside of the United Kingdom. Unless you notify us that you do not wish your premiums to be transferred in the manner outlined, by accepting these Terms of Business you are giving your consent for us to act in the manner described. You should note that the legal and regulatory regime applying to the insurance intermediary may differ from that in the United Kingdom and consequently, if the intermediary fails, the premium may be treated in a different manner from that which would apply if the premium was held by an insurance intermediary in the United Kingdom.

SEGREGATION OF INVESTMENTS

We hold premiums that you pay to us in a Client Money Bank Account. We may invest these premiums in a range of permitted designated investments as prescribed by FSA Regulations. In the event that there is any shortfall in our client money resource attributable to falls in the market value of any of these permitted designated investments, we shall make provision for, and bear the cost of, any such shortfall. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

OTHER TAXES OR COSTS

Please note that there is a possibility that other taxes and / or costs may exist in respect of products and services offered by us, which are not paid through or imposed by us.

GOVERNING LAW

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

VARIATIONS

No variations to these terms are held to be valid unless in writing and signed by an authorised officer of the Company. The Company's staff are not authorised to agree any variation of these Terms but they may be varied by the Company from time to time.

AGREEMENT TO OUR TERMS OF BUSINESS

Agreement to our Terms of Business does not affect your statutory rights.

Visit  insurance.co.uk

and click to save more money on your insurance with the YouChoose insurance family.