

**Specialist  
vehicle  
insurance.**



Part of **HOWDEN**

## **Terms of Business**

**[rhspecialistinsurance.co.uk](https://rhspecialistinsurance.co.uk)**

## Scope and application

This document defines the scope of our relationship with you 'the insured' to ensure you can make an informed choice when choosing to buy a RH insurance policy.

In this document 'we', 'us' and 'our' means A-Plan Holdings. Please read this document carefully for as well as setting out the terms of our relationship it contains details of our respective responsibilities.

This document takes effect from the policy inception or renewal date. Please contact us if there is anything in this document which you do not understand. If you have received your documents electronically, we will be pleased to provide paper copies on request and at no additional charge.

## Who are RH?

RH is a trading name of A-Plan Holdings who are authorised and regulated by the Financial Conduct Authority ('FCA'). Our permitted business is arranging general insurance contracts.

Our FCA authorisation (number 310164) can be verified by visiting the Financial Services Register online at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on **0800 111 6768** (or **+44 20 7066 1000** if you are calling from abroad).

We act on your behalf arranging insurance for both individual and corporate clients.

## Who insures your RH policy?

The insurer of your RH policy is ERS Syndicate 218 at Lloyd's ('your insurer'). ERS Syndicate 218 at Lloyd's is managed by IQUW Syndicate Management Ltd, part of the IQUW Group. IQUW Syndicate Management Ltd is authorised by the Prudential Regulation Authority ('PRA') and is regulated by the PRA and the FCA. Their authorisation (registration number 204851) can be verified by visiting the Financial Services Register.

The Policy purchased is offered from one insurer only, ERS Syndicate 218 at Lloyd's, by contractual agreement.

RH sales are on an advised basis.

We also offer extra optional insurance policies. These include:

**Legal Expenses** – placed with Platinum Assist (underwritten by AmTrust Europe Ltd), DAS Legal Expenses Insurance Company Ltd, Proximo Ltd (underwritten by RAC Insurance Ltd), Slater Gordon Solutions (underwritten by UK General Insurance Ltd), ARAG plc (underwritten by HDI Global Specialty SE), Arc Legal Assistance (underwritten by AmTrust Europe Ltd), or MSL Legal Expenses Limited (underwritten by Financial & Legal Insurance).

**Vehicle Breakdown Recovery** – placed with AXA Assistance (UK) Ltd (underwritten by Inter Partner Assistance SA UK branch), DAS Legal Expenses Insurance Company Ltd, Silverknight Rescue (underwritten by AmTrust Europe Ltd), Proximo Ltd (underwritten by Ageas Insurance Ltd), MSL Legal Expenses Limited (underwritten by Financial & Legal Insurance), or ERS Insurance.

**Insurance for replacement vehicle hire** – placed with Auxillis Ltd (underwritten by Collinson Insurance), DAS Legal Expenses Insurance Company Ltd, Proximo Ltd (underwritten by Alwyn Insurance Company Limited), or MSL Legal Expenses Limited (underwritten by Financial & Legal Insurance).

**Helmet and Leathers** – placed with KGM Underwriting Services (underwritten by Trinity Lane Insurance).

**Tools Insurance** – placed with Royal & Sun Alliance Insurance plc.

**Total Loss Plus** – placed with KGM Underwriting Services (underwritten by Trinity Lane Insurance).

**Home Emergency** – placed with DAS Legal Expenses Insurance Company Ltd, AXA Assistance (UK) Ltd (underwritten by Inter Partner Assistance SA UK branch) or ARAG plc (underwritten by HDI Global Specialty SE).

**Personal Accident Cover** – placed with Covea Insurance plc.

**Excess Protect** – placed with Proximo Ltd (underwritten by Alwyn Insurance Company Limited), or KGM Underwriting Services (underwritten by Trinity Lane Insurance).

Whenever our branches offer any optional cover, the policy will be generally offered from one insurer only, dependent on product, and sold as a separate policy – full details will be provided at the point the product is recommended. Travel insurance will also be offered from one insurer – placed with AXA Assistance (UK) Ltd (underwritten by Inter Partner Assistance SA UK branch) except for more complex cases (medical conditions, extended trips, older clients etc), which will be referred to our Farnham branch. Single article insurance will be placed with AXA XL UK Ltd.

If you purchase any of the following direct from our websites then cover will generally be offered from one insurer only:

**Pet Insurance** – will be introduced to petGuard, a trading style of Thistle Insurance Services Ltd.

**Travel Insurance** – placed with AXA Insurance UK plc, or AXA Assistance (UK) Ltd (underwritten by Inter Partner Assistance SA UK branch).

**Holiday Homes Insurance** – placed with Canopus Managing Agents Ltd.

**Golf Insurance** – placed with Canopus Managing Agents Ltd.

**Legal Expenses** – placed with Platinum Assist (underwritten by AmTrust Europe Ltd).

**Liability1st** – placed with Covea Insurance plc.

**Temporary Standalone Car or Van Insurance** – will be introduced to Tempcover Limited.

**Vehicle Breakdown Recovery** – placed with AXA Assistance (UK) Ltd.

Policies purchased for the following schemes will be offered for one insurer only i.e.

**Golfplan** – placed with Canopus Managing Agents.

**TR Register Insurance Services** – placed with KGM Underwriting Services.

This list of policy types is current at the time of printing. Any amendments or additions to this list can be found on our website at **[www.howdeninsurance.co.uk/terms-of-business](http://www.howdeninsurance.co.uk/terms-of-business)** or please ask your branch for further details.

## **Treating clients fairly**

Meeting your needs is at the heart of everything we do at RH. We always aspire to treat you, our client, fairly and equally. To this end, we constantly review our processes and procedures to ensure we offer the highest standards of advice and service. All our communications (brochures, letters, emails etc) are designed to be clear and easy to understand and we aim to keep you informed of all developments with your insurance both before you buy and afterwards, and we will not discriminate against based on number of years you have been insured with us. And if you need to make a claim, our team will guide you through the process and liaise with the insurer on your behalf.

## How we are paid?

As you have accepted the quote, we will receive commission from IQUW Syndicate Management Ltd. Commission is a percentage of the insurance premium paid by you to your insurer. Where premium finance is taken with Close Premium Finance or Premium Credit Ltd, we will receive a commission which is a percentage of the total financed.

## Fees

A £15 administration fee per vehicle will be charged where RH carry out an agreed value.

## Premiums

We collect premiums for the insurer. Where the insurer refunds all or part of a premium (for example when a policy is cancelled), the refund, if applicable will be paid to you by us.

## Cooling-off period

You have the right to cancel any insurance policy you buy from us. To do this, you will need to contact the branch that arranged the policy to tell them to cancel your insurance within 14 days from the date of purchase or receipt of your policy documents whichever is later. (This period is extended to 30 days for personal accident cover.) We will refund your premium, less a proportionate charge for the period of cover, and any other charge your insurer may make. If the policy to be cancelled is for vehicle cover, please return to us your Certificate of Motor Insurance. For temporary motor policies and travel policies please see the guidance below.

### Temporary cover Motor policies

Please note that for KGM short term motor policies purchased, that run for between 1 and 28 days, due to the short period nature of the policy, once cover has started there is no cooling-off period for this policy.

### Single trip travel policies

You can cancel this policy within 14 days from the date of purchase or receipt of your policy documents whichever is later. If you cancel this policy back to the date of purchase you will receive a full refund, providing you have not travelled or made a claim.

## Introducers

If you have been introduced to us by a third party, they may receive a payment from ourselves for that introduction.

## Arranging a policy

### Disclosure

You must take care to answer all questions fully and accurately and to the best of your reasonable knowledge. This must include anything that may affect an insurer's decision to issue a policy or to continue cover. If you are unsure whether a fact is relevant, please tell us anyway. For vehicles, you must tell us all relevant facts relating to the vehicle or to anyone who will drive the vehicle. In the case of home insurance, you will need to tell us all relevant facts about the property as well as about everyone who lives there. We cannot maintain a permanent record of all information disclosed to us and it is your responsibility to take care to:

- Re-disclose all relevant facts when asked.
- Ensure that all statements made to insurers, whether in the proposal (application) form or elsewhere, are correct.
- Ensure the accuracy of the information supplied.

If you have policies with different branches of Howden, you must tell each branch separately of any changes. Inaccurate or undisclosed information may invalidate your insurance cover. We do not accept liability for any errors or omissions where a member of staff has completed (or assisted in completing) the proposal form. A copy of this form is available on request. If you have received your documents electronically we will be pleased to provide paper copies on request and at no additional charge.

## Renewing a policy

For policies with a renewal date, we will normally contact you to tell you in advance what the premium and terms for the next period of insurance will be. For your insurance cover to continue, you must instruct us on or before the date on which your policy is due to expire. There are no 'days of grace' and you are responsible for making sure your insurance is valid and in force.

If you pay by direct debit and your insurer is happy to renew your policy, our team will automatically renew your policy, and your payments will continue to be collected. Should you wish to stop your insurance automatically renewing, please contact us at any time to cancel this facility. You can do this by telephone on **0333 043 3911**, or by post (RH Specialist Vehicle Insurance, 2 Birch Court, Blackpole, Worcester, WR3 8SG). Your insurance will then expire on the renewal date and you will no longer be covered unless you contact us to renew your policy.

## Protecting your data

We take protection of your data very seriously and will always seek to abide by the spirit and principles of the Data Protection legislation at all times. We are registered with the Information Commissioner as Data Controller and Processor. Details of the Data Protection Act can be viewed on the Information Commissioner's website at **[www.ico.org.uk](http://www.ico.org.uk)**

You may request a copy of the personal data which we hold on you or raise any queries about the data we hold about you by writing to:

Data Protection Officer

Howden

2 Des Roches Square

Witney

OX28 4LE

Details of how we will use the information we hold on you can be found in the Privacy Policy on our website **[www.howdeninsurance.co.uk](http://www.howdeninsurance.co.uk)**

We will only use information we hold about you in the normal course of arranging and administering your insurance.

With your consent we may use your personal data to inform you about other products and services that we feel may be of interest to you, via mail, telephone, fax, email or other electronic messaging services. If you do not wish to receive marketing information from us by these methods or if you have any queries about how we use your information then please let us know by emailing the Data Controller at **[datacontroller@howdeninsurance.co.uk](mailto:datacontroller@howdeninsurance.co.uk)**

All insurers provide details of their policies and policyholders to databases accessed by other insurers and the police. This helps to detect uninsured drivers and reduce fraud and assists when dealing with claims. When you agree an insurance policy with us, you confirm that you agree to having details of your policy placed on these databases.

In the course of arranging and administering your insurance, we must pass on your details to your insurer. All our business partners adhere to the Data Protection legislation, are registered with the Information Commissioner and as such are directly responsible to the Commissioner for the way in which they manage their data.

## **Motor Insurance Database**

Details of all motor insurance policies taken out in the United Kingdom are automatically added to the Motor Insurance Database (MID), which is managed by the Motor Insurers' Bureau. This database may be consulted by authorities such as the police to identify uninsured drivers and by the Driver & Vehicle Licensing Authority (DVLA) in connection with its Electronic Vehicle Licensing operations. Further information is available at [\*\*www.mib.org.uk\*\*](http://www.mib.org.uk)

## **Insurer security**

We place your business with insurers whom we believe to be reliable and of good financial standing. However, we cannot be held liable if an insurer that we recommend subsequently cannot meet their obligations. You are still responsible for paying any premium or part premium due.

## **Financial Services Compensation Scheme**

We subscribe to The Financial Services Compensation Scheme (FSCS). In the unlikely event that we cannot meet our obligations to you, you may be entitled to compensation from the FSCS. Eligibility for compensation from the FSCS depends on:

- The circumstances of each claim; and
- The type of person or organisation making the claim.

For most non-compulsory general insurances, compensation of 90% of the claim is available, with no upper limit. Further information about compensation scheme arrangements is available from the FSCS at [\*\*www.fscs.org.uk\*\*](http://www.fscs.org.uk)

In the unlikely event of an insurer being placed into administration and we assist in meeting your claim, you agree to co-operate with us in any further possible recovery from the FSCS.

## **Conflicts of interest**

Occasions may arise when we or one of our clients have some form of interest in the business being transacted for you. If this happens, or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

A-Plan Holdings and KGM Underwriting Services Limited are part of the A-Plan Group (APG). APG are part of the same group of companies as Dual Corporate Risks Ltd, Magenta Insurance (a trading name of inet3 Limited) and Howden Insurance Brokers Ltd i.e. The Howden group of companies.

The Howden group of companies contains entities which operate as Managing Agents. These Managing Agents act as agents of insurers for the purposes of underwriting and binding insurance risks. In some cases, and where appropriate, we may present to you insurance policy terms and conditions from group entities. We may also access insurance companies via another Howden group broker where we deem it necessary to do so.

## Vehicle cover

It is your responsibility, under the Road Traffic Act, to ensure you have a current, valid Certificate of Motor Insurance or cover note before you use or permit someone else to use your vehicle on the public highway. If your current cover note or Certificate of Motor Insurance expires, you must contact us immediately, as you may not have any insurance cover until we can issue a replacement cover note or Certificate of Motor Insurance.

## Driving licences

It is your responsibility to ensure that you and all named drivers hold a valid driving licence for the insured vehicle(s). Failure to hold a valid licence may invalidate your insurance.

## Drink/drugs clause

The insurer will refuse a claim if, at the time of an accident, the vehicle is being driven by a person under the influence of alcohol or any other substance that would adversely affect their ability to drive.

## Continuous Insurance Enforcement (CIE)

Continuous Insurance Enforcement (CIE) means your vehicle must be continuously insured, or a 'Statutory Off-Road Notification' (SORN for short) be sent to the DVLA. If your vehicle is not on the MIB database (which can be checked on [www.askmid.com](http://www.askmid.com)), you may be liable for a fine and even prosecution – and your vehicle may be clamped. For further information, please visit [www.gov.uk/vehicle-insurance/uninsured-vehicles](http://www.gov.uk/vehicle-insurance/uninsured-vehicles). (Please see 'Motor Insurance Database' above for more details).

## European use

If you wish to take your vehicle abroad, please contact us before you travel so that we can confirm whether your motor insurance policy allows you to drive your vehicle in a foreign country.

## Making a complaint

We work hard to provide our clients with a first-class service. If you are not happy with any aspect of the service you have received, we want to know and will do all we can to resolve the situation. In the first instance, please contact the Business Director at:

Address: RH Specialist Vehicle Insurance, 2 Birch Court,  
Blackpole, Worcester, WR3 8SG

Tel: **0333 043 3911**

We will advise you of the person dealing with your complaint and we will send you a copy of our complaint's procedure. If you are unhappy with the response from the Business Director to your complaint, you can refer the complaint to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).

If you wish, you can also refer your complaint to our Chief Executive at Howden, 2 Des Roches Square, Witney, OX28 4LE, who will investigate and make every effort to resolve the issue for you. The Financial Ombudsman Service will deal with your complaint provided that you are one of the following at the time of your complaint:

- You are a consumer (i.e. a private individual).
- You represent a micro-enterprise (an enterprise which employs fewer than 10 people with a turnover or annual balance sheet that does not exceed €2 million).

- A small business, irrespective of legal form, which is not a micro-enterprise and which has an annual turnover of less than £6.5 million and employs fewer than 50 persons or has a balance sheet total of less than £5 million.
- A charity with a group turnover of less than £6.5 million.
- A trustee of a trust with a net asset value of less than £5 million.
- A guarantor.

Your claim will be investigated for free.

If your policy is provided by an insurer operating from Lloyd's of London then you will be referred to Lloyd's before you are referred to the Financial Ombudsman Service.

## **Money Laundering and Proceeds of Crime Act**

To comply with United Kingdom money laundering regulations we may ask you to confirm (or reconfirm) your identity. This information may be shared with other companies within our group of companies, IQUW Syndicate Services Ltd, IQUW Syndicate Management Ltd and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to United Kingdom regulatory agencies that may use this information.

## **Limitation of liability**

Our liability to you is limited to £10 million in respect of all losses, claims or liabilities arising under or in connection with our services or the acts and/or omissions of our employees, contractors or agents.

We also shall not be liable to you for any indirect or consequential loss or damage. Also, all warranties, conditions and other terms implied by law are excluded from this Agreement.

However, nothing in this Agreement excludes or restricts our duty or liability to you under our regulatory obligations or for personal injury.

## **Third party rights**

Unless otherwise agreed between us in writing no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999, except by members of the A-Plan Group of companies.

## **Governing law**

This agreement will be governed by and construed in accordance with English law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.