

TERMS OF BUSINESS
R H HUGHES INSURANCE SERVICES
62 CONWAY ROAD, COLWYN BAY, CONWY, LL29 7LD
Tel No. 01492 530195

The Financial Conduct Authority is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our service is right for you.

Our service

In arranging insurance for our customers, we act as an Independent Intermediary. Our service includes advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. We can also assist you with making a claim.

Whose products we offer

We offer products from a wide range of insurers. For Motor Legal Expenses Insurance only, we deal exclusively with BD Elite Ltd.

Who regulates us? – R H Hughes Insurance Services is Authorised and Regulated by Financial Conduct Authority
Ref 306192

Disclosure

It is your responsibility to provide complete and accurate information throughout the life of your policy, and when you renew your insurance. Failure to disclose information pertaining to your insurance, or any inaccuracies in information given, could result in your insurance policy being invalid or cover not operating fully.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents, are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

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.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

If you are in any doubt about whether information is material, you should disclose it.

Confidentiality and data protection

All personal and sensitive information about our customers is treated as private and confidential. Please see our Privacy Policy for more details at www.rhhughes-insurance.co.uk.

We will use and disclose the information we have about customers in the normal course of arranging and administering their insurances and in accordance with the Data Protection Act 2018 and EU GDPR.

To make sure you get the best offer from insurers and to protect their customers from fraud and to verify your identity, we may use publicly available data from various sources, including credit reference agencies and other external organisations. The insurers search will appear on your credit report as a search only. We will request your consent for this benefit.

Access to records by a regulator or complaints resolution body

We may have to allow access to your records by a regulator or a complaints resolution body, or their appointees or representatives, who have been appointed to undertake monitoring or investigatory activities

Insurance anti-fraud registers and Motor Insurer Information Centre (MIIC)

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims and helps the pursuance of claims following accidents and assists in the detection of people who drive uninsured.

Claims

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

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and, in any event, within 5 working days.

We shall advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss.

We shall notify you of any request for information we receive from your insurers and forward any payments received from insurers in respect of any claim, to you, without delay

Complaints

It is our intention to provide you with a high level of customer service at all times. However If there are occasions when we do not meet these standards, please contact the member of staff you were dealing with, either verbally or in writing. They will take details of your concerns and we shall then acknowledge them, advising you of who is dealing with the matter. If we cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

Cancellation rights (the mediation contract)

The Mediation Contract is the agreement between you and us for the insurance mediation services that we provide to you in respect of your insurance requirements.

Once you have entered into the Mediation Contract with us, you are entitled to a period of reflection to decide whether to proceed with the purchase of the Mediation Contract. The duration of this cancellation period is 14 days and commences from either:

- the day of conclusion of the Mediation Contract; or

- the day on which you receive the full terms of the Mediation Contract detailing the full contractual terms, conditions and information of the contract;
whichever is later.

To cancel this Mediation Contract within the cancellation period, or at any time please write to us at the above address. If you do cancel this Mediation Contract within the cancellation period, you may be charged a proportion of any fees that we have incurred.

This Mediation Contract can be cancelled at any time by either party in writing by giving 14 days notice. If we wish to cancel this Mediation Contract we shall write to you at the last known address we have on our records.

If you decide to cancel the Mediation Contract with us at any time other than during the cancellation period, we will retain in full any fees paid to us.

Premiums and financial aspects

In order to be able to offer you credit facilities, we are registered with the FCA to do so.

We normally accept payment by cash, guaranteed cheque and credit/debit cards.

You may be able to spread your payments through insurers' instalment schemes, a credit scheme with a third party finance provider (Premium Credit Ltd). Special arrangements will be subject to individual charges disclosed at inception.

We may keep certain documents, such as your insurance policy documents or Certificate, while we are waiting for full payment. In these circumstances, we shall ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.

Premiums that we collect from you will be segregated into and held in a Client Money Bank Account. The client money will be held by us as trustee on your behalf. The Client Money Bank Account is set up as a trust governed by FCA rules. We shall have in place, and maintain, systems and controls adequate to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of the trust arrangement.

If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the client money in the Account according to their respective interests in the client money. The costs relating to the distribution of client money may have to be borne by the trust.

By virtue of agreements we hold with insurers, we collect premiums as agent of the insurer. Therefore, once we have collected premiums from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer. We will remit the premiums to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers.

We may invest these premiums in a range of permitted designated investments as prescribed by FCA Regulations.

Charges and Refunds

As independent broker we are generally paid commission by your insurance company, details of which can be provided on request.

On a refund of premium, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you. This will result from an insurance risk reduction or cancellation of your policy. Subject to minimum cancellation charge of £15.00

Other charges that may apply are as follows:

Arranging new policies upto £30.00	Mid term amendments £12.00
Replacement documents £12.00	Renewals £12.00

In view of the costs involved, we shall not issue any return premium that is less than £15.00 (after deducting reclaimed commission). The specific amount and purpose of any additional charges will be advised in advance.

We reserve the right to charge for default payments made under credit agreements in addition to any finance company charges.

Renewal premiums paid by instalments

In good time before the renewal of your policy, we shall contact you with the renewal premium and terms for the coming year.

If you have not contacted us before the renewal date, we shall renew the policy automatically on your behalf. **If you do not wish to renew the policy, please let us know as soon as possible.** We should also advise you to cancel your direct debiting instruction with your bank prior to renewal date.

If it is your intention to renew the policy, no action is required by you, and the policy will renew automatically. We shall send your new certificate of insurance to you.

Customer money passed to another person

In accordance with FCA Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid us, to another insurance intermediary.

By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

- the legal and regulatory regime applying to the insurance intermediary may differ from that in the United Kingdom; and
- Consequently if the insurance 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.

Policy terms, conditions and warranties

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

Other taxes or costs

Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, nor imposed, by us.

This Agreement shall be governed by the laws of England and Wales.

Ver G5/2018