### Our terms and conditions

# Everything you need to know about us and how we will manage your policy

#### About us...

RAC Van Insurance is a trading name of RAC Financial Services Limited which offers a range of personal insurance products from a panel of some of the leading insurers in the marketplace. If you want to know the insurers we work with, a full list is available upon request by contact us using the telephone number given in your welcome email.

Our aim is to give you choice so we will not advise you or make recommendations; what we will do is provide you with our lowest premium and give you all the information you need to make an informed decision based on your needs. By arranging your insurance policy through RAC Van Insurance you are assumed to have agreed to be bound by these terms and conditions

As an environmentally friendly business we will attempt to communicate with you in all instances electronically using the email address you provide, so it is really important that you have reliable access to this email address and check it regularly. We will also provide all of your documentation in digital and downloadable format within the secure "My Policy" section of our website <a href="https://racvan-insurance.secureinsure.uk.com/secureis2/portal/rac/gv/portalrecall.page">https://racvan-insurance.secureinsure.uk.com/secureis2/portal/rac/gv/portalrecall.page</a>. This ensures your insurance documents are safe and accessible at all times. If you would prefer us to use an alternative contact method, please let us know by contacting us at RAC Van Insurance, iGO4 House, Staniland Way, Peterborough PE4 6JT or on the telephone number given in your welcome email.

In arranging your insurance, and making any requested adjustments to your cover, we are acting on your behalf as your agent.

iGO4 Limited (iGO4) is a credit broker dealing specifically by contract with only one credit provider. iGO4 receives commission as part of this arrangement.

Optional extras: We are only able to offer a single provider for each optional add-on product.

# Who regulates us?

RAC Van Insurance is a trading name of RAC Financial Services Limited. Registered in England No. 5171817. Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW. RAC Van Insurance is arranged and administered by iGO4 Limited, which is an independent intermediary. Registered in England No. 5095154, registered office iGO4 House, Staniland Way, Peterborough, PE4 6JT. RAC Van insurance is underwritten by a panel of insurers. Both companies are authorised and regulated by the Financial Conduct Authority.

Both companies permitted business is assisting in the arrangement, administration and performance of a contract of insurance, and credit broking.

You can check each company's details on the FCA's register by visiting their website www.fca. org.uk. Our permitted business is arranging general insurance contracts.

Please note that the Financial Conduct Authority, the Financial Ombudsman Service and the Financial Services Compensation Scheme do not operate in respect of risks in the Channel Islands or the Isle of Man.

## Keep us informed and updated...

You have a legal obligation to be open, honest and provide accurate information in response to our questions and to take reasonable care not to portray an unclear description of your insurance needs. This will ensure that the insurer can understand the risk they are covering.

If you are not open and honest, in the event of a claim, the insurer may have some options including:

- To suggest that they would have charged more premium and reduce your claim proportionately;
- To suggest that they would have agreed to provide cover but on different terms, in which case they can start the policy again from inception and apply those terms;
- To suggest that they would not have insured you at all and cancel the policy back from the inception date and give you back your premiums

You must also notify us immediately of any changes to the information you have provided, as failure to do so could mean that your policy may not protect you and may also influence the acceptance and assessment of the insurer's renewal terms.

You may find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you will have to disclose this fact when you reapply for insurance.

## What you will have to pay for our services...

In addition to your premium, the following charges may be applied by us during the life of your policy:

New Business and Renewal Fee (Broker Fee)	In addition to any premium charged by the insurer, iGO4 will charge a £25.00 fee on the completion of a new business or renewal policy.
Documents or duplicate documents by Post	If you would like to receive your documents by post a fee of £15.00 will apply. However, all documents are available for download from the RAC Van Insurance 'My Policy' section of our website at no additional charge.
All changes to your policy	In addition to any premium charged by the insurer, iGO4 will charge the following fees when changes are made to your policy:
	Completed online - £0.00
	Completed offline by us or via our call centre - £35.00
Cancellation of your policy	Your policy is a contract for 12 months. If your insurance is cancelled for any reason you will be charged £75.00 in addition to the charge made by your insurer for the cover you have received.
	iGO4 commission is non-refundable in the event of the policy being cancelled after the first 14 days.
	If the insurer noted on your schedule is Aviva and you have selected Aviva's the alternative funding option for payment of your policy, then a charge of up to a £150.00 may apply.

Commission - applicable to commercial customers	You are entitled to request at any time, information about the commissions that we may have received in connection with your insurance, if you want this information please contact us.
Other charges that may apply	If you are paying your premium by monthly instalments you may be charged up to £25.00 for any failed monthly instalment collection by your finance provider.  If you do not return any documentation that we request within the time allocated we may charge you a late document fee of £20.00.
	Where payment is made via credit card a £5.00 fee will apply.  iGO4 will apply a £20.00 fee if debt is sent to the debt collection agency.  If the insurer noted on your schedule is Aviva and you have selected Aviva's alternative funding option for payment of your policy, then a charge of up to £150.00 may apply.

## Payment options...

We accept payment by most major credit and debit cards.

If you choose to pay your premium by instalments this will be via a finance arrangement, which will be in your name and subject to interest charges that we will confirm to you when providing the full details. Importantly, the instalment arrangement (credit agreement) you will enter into will be with the finance company not iGO4. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet the contractual obligations regarding payment, the finance provider could approach us to seek cancellation of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy, in addition to any charges payable to iGO4. This is because the agreement is between you as the policyholder and the finance company directly, not iGO4 or the insurer.

Before your premium is paid to the relevant insurer, and for your protection, we hold your money as an agent of the insurer. This means the premium is treated as having been received by the insurer as soon as it is received by us. Any refund due to you from the insurer may also be held by us as the agent prior to it being paid to you.

# Your right to cancel...

Please contact us if you wish to cancel your policy. You have a legal right to cancel for any reason within 14 days of receiving the full policy terms. A charge will apply for the period of cover provided and in addition an administration charge will apply as shown under "What you will have to pay for our services..."

After 14 days you may cancel this agreement with us at any time subject to the charges detailed under "What you will have to pay for our services..." There will be no refund for any additional product that you choose alongside your policy after 14 days from the start date of your policy.

We also reserve the right to cancel this agreement at any time if there are valid grounds for doing so. We will provide you with sufficient time to re-arrange your insurance and we will notify you of

termination in writing via e-mail or letter, together with an explanation if appropriate. Valid reasons may include but are not limited to:

- where we, or your premium finance provider have been unable to collect a premium payment;
- where you are required to send us information in accordance with the terms of your quotation and you fail to do so;
- where we reasonably suspect fraud; or
- use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or underwriters.

Should your policy be cancelled for any reason there will be no return of premium if a claim has been made during the current period of insurance. If you pay by instalments, please also refer to your credit agreement.

## If you need to complain...

We want your experience with us to be second to none but if this is not the case, we want to know about it. If you have a complaint you can let us know by calling our Customer Service team on 0330 332 8311, emailing us at complaints-racvan@secureinsure.uk.com or writing to us at Complaints, RAC Van Insurance, iGO4 House, Staniland Way, Peterborough, PE4 6JT. Please note that calls may be recorded.

## When your policy is due to renew...

In good time before your renewal date we will provide you with an invitation which details the premium and the terms and conditions for renewal of your policy. We will review the premium with your current insurer and we will also work with our panel of insurers to see if we are able to find a cheaper alternative to your current renewal quote.

If you are paying by monthly instalments in most cases you won't need to do anything, we will renew your insurance policy as per our invitation and continue to collect the monthly instalments from your bank as usual.

If you pay for your insurance in full by credit or debit card, in most cases we will attempt to take payment using the securely held card details we have on file.

You will need to contact us before your cover runs out if you wish to use an alternative payment method or you do not want to renew your policy with us.

If for some reason we are unable to automatically renew your policy, we will contact you by e-mail in good time before your renewal date to let you know what needs to be done in order to continue your cover with iGO4.

# Preventing and detecting fraud ...

In order to prevent and detect crime and fraud we, your insurer and our respective agents may at any time:

- share information about you with other organisations and public bodies including the Police;
- check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your account of insurance policies;
- check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches, such as a driving licence check.

We may retain certain documents, such as proof of no claims bonus, while we are awaiting payment of outstanding premium or administration charges. We will ensure that you have the documents you are required to have by law.

#### Credit Searches...

To ensure we, our insurers and credit providers have the necessary facts to assess your insurance risk, verify your identity, prevent fraud and provide you with their best premium and payment options, we, the insurer or the credit provider may obtain information from third parties at quotation, renewal and in certain circumstances where policy amendments are requested.

This information includes quotation searches from credit reference agencies who will conduct a credit search including full electoral roll, public information and previous search records. The credit reference agencies keep a record of that search, which may be visible to other credit providers. A search will be carried out on our behalf by our software house Cheshire Datasystems Limited (CDL) and will be recorded on your credit report in CDL's name, however searches completed by Insurers or credit providers may show alternative names. We, the insurer or the credit provider may also pass to credit reference agencies information we hold about you and your payment record. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We, the insurer or the credit provider may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

# Looking after your details...

Please take a few minutes to read this section carefully as it explains how your details may be used. You should show this section to all other people insured under the policy. By taking out a policy with us you consent on your own behalf and on behalf of all other people insured by the policy to the terms of this section.

Information you supply in requesting a quote, purchasing a policy and making any changes and claims may be used for the purposes of risk assessment and insurance administration by us, your insurer, our respective agents and by reinsurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our and your insurer's compliance with any regulatory rules/codes. In assessing any claims made, the insurer may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers directly or via those acting for the other insurers (such as loss adjusters or investigators).

In order to assess the terms of the policy or administer claims that arise, we and your insurer may need to collect and process data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions).

You must tell us about any incident (such as an accident, fire or theft), whether or not you intend to make a claim. When you tell us about an incident, we will pass information about it to your insurer and relevant agencies. We and the insurer may search the databases held by those agencies when you apply for insurance or make a claim.

We and your insurer may record phone calls you make to each of us and use the recordings to prevent fraud, for staff training and for quality-control purposes.

We and your insurer may transfer and process personal data in a destination outside the European Economic Area subject to appropriate data safeguards to ensure compliance with the Data Protection Act.

At the request of many of our customers, and to make managing your insurance more convenient for you, it is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like to change this arrangement or would prefer us to deal only with you, please call us to let us know.

We use a third party to securely store the payment card details you provide in accordance with industry standards. Unless you have advised otherwise we will use these card details to renew your policy, process refunds and additional premiums due following changes to your policy and to collect any charges and outstanding debt. We will advise you of our intention to take payment and give you the opportunity to make alternative arrangements if necessary.

We'd like to keep you up to date about our own products and services and those of other companies that might be of interest to you. However, if you prefer not to be kept informed please call 0330 332 8311, email contact-racvan@secureinsure.uk.com or write to RAC Van Insurance, iGO4 House, Staniland Way, Peterborough, PE4 6JT. Alternatively you can update your preferences at https://racvan-insurance.secureinsure.uk.com/secureis2/portalrecall.launch?qsid=portal&PolicyType=GV&brandName=rac.

#### Your right to access your information

You have the right to access information held about you, on written request and payment of a £10 administration fee, and if necessary to rectify that information. Please write to Data Subject Access Requests at iGO4 Limited, iGO4 House, Staniland Way, Peterborough, PE4 6JT enclosing the £10 administration fee made payable to iGO4 Limited.

#### **Motor Insurance Database**

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 DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders);

• The provision of government services and or other 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 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 car seized by the Police. You can check that your correct registration number details are shown on the MID at <a href="https://www.askmid.com">www.askmid.com</a>.

## The legal bit...

iGO4 and you, the policyholder, are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which you are resident at the time of contract conclusion will apply. If you are not resident in the United Kingdom, the law which will apply will be the law of England and Wales.

# Financial Services Compensation Scheme (FSCS)...

iGO4 and the insurer are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our obligations. This depends on the type of insurance and the circumstances of a claim. Insurance arranging is covered for 90% of the claim without any upper limit and compulsory classes of insurance such as third party motor insurance are covered for 100% without any upper limit. Further information about compensation scheme arrangements are available from the FSCS on www.FSCS.org. uk or by telephoning 0800 678 1100.

#### **WARNING**

When applying for or amending your insurance policy, we will ask a number of questions to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all questions honestly and reasonably. These questions are designed to enable us to understand your insurance needs, and only by asking such questions and receiving answers which are given honestly and with reasonable care can we or the insurer be in a position to offer terms which are designed to meet your demands and needs.

If you are buying this policy for your trade, business or profession then it is vital that you understand your duty to provide all materially relevant information to us throughout the life of the policy. Materially important information is any information that could influence an insurer's decision to accept your risk including the cost of your insurance. For example, details of previous insurance claims that you have made, or reported, personal information about you, such as criminal convictions and general information about the risk. If you are not sure how much information to provide or do not understand the questions, please ask.

FAILURE TO ANSWER QUESTIONS HONESTLY AND REASONABLY, WHEN ASKED, MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.