

## Arnold Clark Insurance Services Limited – Terms of Business Motor Product

### About us

Arnold Clark Insurance Services Limited (ACI) trading as Arnold Clark Insurance at the trading address of 64 Craigentiny Avenue North, Edinburgh EH6 7LJ. We are a privately owned limited company and a wholly owned subsidiary of Arnold Clark Automobiles Ltd, a privately owned, limited company with its registered office at 134 Nithsdale Drive, Glasgow G41 2PP.

### **How to contact us:**

**Customer services and claims:** Tel 0131 555 5999

**Email:** [contactus@arnoldclarkinsurance.co.uk](mailto:contactus@arnoldclarkinsurance.co.uk)

**Web:** [www.ArnoldClark.com/insurance](http://www.ArnoldClark.com/insurance)

For the servicing and administration of your policy, you will deal with Arnold Clark Insurance directly. If you make a claim on your policy, you may deal directly with the insurance company or Arc Legal Assistance, who are underwritten by Inter Partner Assistance who administer some of our claims.

### Regulation

We are authorised and regulated by the Financial Conduct Authority Board (FCA) – Grant of Permission No. **308095**. You may check our details on the current FCA Register at [www.fca.org.uk/register](http://www.fca.org.uk/register), or by telephoning the FCA on **0800 111 6768**. Our permitted business is arranging general insurance contracts.

### Status

We act as an independent intermediary. We deal with a number of insurers and offer a range of insurance and other products.

- Our aim is to give you a choice, so we will not advise or give recommendations, we will give you all the information you need to make an informed decision based on your requirements initially and at renewal.
- We may earn commission on each policy.
- We will help you with any subsequent event or alteration to your insurance that we have arranged on your behalf.

The following products that we sell or arrange are not general insurance products and are therefore **NOT** covered by the FCA:

Provision of motor and household insurance finance.

### The products we offer

- Breakdown assistance cover is provided by Call Assist- If you have UK cover call **0800 783 8365**, for ROI or Europe (if you have purchased the wider cover) call **+44 120 678 5863**
- Legal assistance cover is provided through Inter Partner Assistance (SA) and Arc Legal Assistance Ltd call **0131 555 5999**.
- Gadget cover is provided by Supercover Insurance and Ageas Insurance Ltd 0844 847 4420.

We only offer products from a single provider (IMotorplus) for:

- Key back (replacement keys/locks) **0843 277 7574**
- Keep motoring (replacement vehicle) **0843 227 7556**
- Motor excess protection **0843 227 7573**
- MOT, alloy, misfuelling **0843 227 7572**

### Confidentiality

All information you supply will be kept confidential to us, parties involved in the normal course of arranging and administering your insurance or finance or providing you with insurance offers and to our parent, Arnold Clark Automobiles Ltd, unless required by law, by public interest or by virtue of our FCA obligations or unless you give your consent.

We may also share information with insurers, police and fraud prevention agencies and you may be credit checked. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records, subject to a fee of up to £10. Should you have any queries please write to us at the above address.

### Recording of telephone calls

Calls may be recorded for security and training purposes and to comply with our obligations to insurers, fraud prevention and credit agencies.

### Disclosure of information

It is important that you understand that any information, statements or answers made by you to us, or your insurer are your responsibility and must be correct. Your attention is drawn particularly to the importance of the declaration and signature on any insurer's proposal forms, or declaration on statement of facts, you have a duty to take reasonable care not to make a misrepresentation and to answer all of the questions honestly and to the best of your knowledge. If you do not answer the questions correctly, your policy may be cancelled, or your claim rejected or not fully paid. Examples of matters of information that may influence your insurer as to the acceptability or otherwise of your proposal, during the insurance or renewal include, but are not solely;

- Who the main driver is;
- Who the legal owner of the vehicle is;
- Any motoring convictions pending or actual;
- Non-motoring convictions for the proposer and all drivers;
- The vehicle value, any modifications – performance or cosmetic; and
- The postcode of where it is kept.

This information must be disclosed at the earliest opportunity at inception, during the continuance of the insurance and certainly at each renewal. You are advised to keep copies of all documentation sent to, or received from us for your own protection. Please consult us if you have any questions about your policy or if you do not understand any part of it.

### **Awareness of policy terms**

When a policy (or policies) has been issued you are strongly advised to read the contents and check all details carefully, as it is that/those document(s), the schedule(s) and any certificate(s) of insurance along with the proposal details that form the basis of the insurance contract you have purchased. If you are in any doubt over any of the policy terms or conditions, please seek our advice promptly.

### **What will you have to pay for?**

Changes to policy (mid-term)	£20	Cancellation within the first 14 days	£20
Temporary adjustment	£20	Cancellation after the first 14 days	£30
Set up fee – new business/renewal	£10	Duplicate document	£20
Credit/debit card fees	£0	Direct debit default (third party credit provider charge)	£25

### **Payment of premiums**

Premiums should be paid as specified in any Schedule of Cover or as policy conditions require, as applicable to each product. If you do not meet these criteria we cannot be held responsible for any claims that are declined by your insurer on the grounds of late or non-payment. If you do not pay the initial premium or any increase of premium, you are deemed to give us your authority to cancel the insurance. If you are paying in instalments and you default or cancel your payments, then you remain immediately liable to ACI for all premiums and any charges and fees that may be incurred by ACI or our agents. If you are paying on credit terms and you subsequently cancel the insurance mid-term you will remain liable for any balance of premium for the time on risk, including mid-term adjustments, cancellation charges and for payment in full if there has been a claim. See note below in the event of a potential/actual total losses.

### **Claims**

If you have occasion to claim on your policy you should notify us immediately on **0131 555 5999** during our normal office hours. We will manage your claim advising you on all aspects including repairs, courtesy cars, uninsured loss recovery and, in the event of a total loss, the sourcing of a replacement vehicle. We will, if appropriate, issue you with a claim form and pass all details to your insurer. You should not admit liability or agree to any course of action, other than emergency measures to minimise the loss, until you have agreement from your insurer. **Outside of normal office hours the content number is 0845 293 9654.**

### **Voucher book worth £340**

This offer entitles you to a voucher book of savings worth £340 for Arnold Clark Group. The owner of the vehicle may only use each voucher once and the voucher book remains the property of Arnold Clark Automobiles Ltd.

### **Total losses**

Where there is a potential/actual total loss and you are paying the premium on instalments, you will be required to settle the balance of the outstanding premium to us in full. We will endeavor to source a replacement vehicle for you where feasible.

### **Withholding of documentation**

If an occasion arises where monies are owed to us, including premiums being paid by instalments, we reserve the right to withhold insurance documentation, although we will continue to issue documents required by law. Unless you write to us stating expressly otherwise it will be assumed you have given your permission with regard to our retention of documentation.

### **Renewing your policy**

We will invite you to renew your car insurance policy in good time prior to your renewal date. We will normally automatically renew your motor insurance and any optional extras if you have paid by direct debit, unless you tell us not to. We will advise you of your insurer's renewal terms and those of any alternate that we consider suitable, based on the information that we have on record at the time when we considered your renewal. We may also automatically seek cover on your behalf with an alternate insurer to maintain insurance cover and it is your responsibility to ensure that we and your new insurers are advised of any alterations to the facts that we hold regarding you and the risk that you present now and at all times that cover is in force, or prior to arranging any cover. If you do not receive renewal details you must contact us as you may be at risk of driving uninsured, it is your responsibility to maintain your insurance. In the event of premium shortfall we reserve the right to withhold proof of any earned no claims discount and in any event you are deemed to have given your permission for us to do so.

### **Complaints**

It is always our intention to provide a first-class service. However, should you have any cause for complaint; you should in the first instance contact our Customer Services department by telephone or in writing via the contact details provided above. Your complaint will be acknowledged within five business days advising you who is dealing with the complaint and indicating when you may expect an answer. We will provide a formal written response within 20 business days from receipt of the original complaint. If the complaint cannot be resolved within this timescale we will write with an explanation as to the progress and the likely timescale involved. You will be advised of any further redress available to you, should you believe that the matter has not been resolved to your satisfaction. Your insurer(s) also operates a complaints procedure, details of which are in your policy or policies. If your complaint is with regard to service from any of our additional product providers you should contact them directly as detailed in your policy wording document.

### **Compensation**

We are covered under the Financial Services Compensation Scheme (FSCS); this provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. This depends on the type of insurance and circumstances of the claim. Further information can be obtained from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling them on 0800 678 1100.

### **Preventing and detecting fraud**

Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Limited and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. Their aims are to check information provided and to prevent fraudulent claims. Identity checks may also take place. Motor insurance details are added to the Motor Insurance Database run by the Motor Insurers' Information Centre, which has been formed to help identify uninsured drivers and may be searched by the police to help confirm who is insured to drive. In the event of an accident insurers and the Motor Insurers' Bureau may use the database to identify relevant policy information.

**Credit search**

To make sure you get the best deal, to verify your identity and to protect their customers from fraud, insurers may use data from a variety of sources, which may include a credit check to ascertain the most appropriate payment options for you. This credit check will appear on your credit report whether or not your applications proceed. By agreeing to the terms and conditions you agree to these uses of your information.

**Quotations**

Unless otherwise agreed any quotation given will be valid for a period of 30 days from the date of quotation subject to no alterations to the risk details, although should cheaper rates be available with the same levels of cover we will recommend that alternative.

**Your right to cancel**

Under FCA Regulations, you have a statutory right to cancel the policy within 14 days, starting on the date you enter into the contract. To cancel please write to or call us on the details noted above. We will refund any premiums you have already paid, less an administration charge and a time on risk charge. If you have had a claim, notified us of a claim or been involved in an incident that might give rise to a claim, then the annual premium in full would be payable in every eventuality and there would be no return of premium in any circumstances. Any additional products you have purchased and would like to cancel outside the 14 day cooling off period will be charged in full.

We also reserve the right to cancel this agreement at any time. We will provide you with sufficient time to rearrange your insurance and will notify you of termination in writing via email or letter together with an explanation if appropriate. Valid reasons may include although are not limited to:

- Where we, or your premium finance provider have not been able to collect a premium payment;
- Where we reasonably suspect fraud; or
- Where you are required to return proposal, no claims discount, driving licence in according to terms of your quote and have failed to do so.

**No claims discount**

In certain instances an introductory no claims discount or topped-up no claims discount may be applied to the renewal provided you are claim-free. Should such a discount be applied and you were to move from that insurer and provided you were claim and incident free, they/we will only be able to provide proof of earned no claims discount.

**Note**

Your acceptance of our Terms of Business does not affect your statutory legal rights.

**TOBA (EM) ACI 08/15**