

# **Terms and Conditions**

## **Next Risk Solutions Limited**

**Please read this document carefully as it contains important information. If you require clarification or wish to discuss any of the content further please contact us.**

### **1. About Us**

Quote Detective is a trading style of Next Risk Solutions Ltd who are authorised and regulated by the Financial Conduct Authority (Firm reference No. 705135). This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

Next Risk Solutions Ltd registered office is: Top Floor - Cwmbran House, Mamhilad Park Estate, Pontypool, Torfaen, NP4 0HZ. Registered in England and Wales number 08503000. Throughout this document the use of We/Our/Us refers to Next Risk Solutions Ltd.

### **2. Our Services**

As an independent insurance intermediary we offer insurance policies from a range of motor and household insurers (you may request further detail of these insurers). We also offer additional products such as breakdown recovery and key care through one insurer, although we are not required by contract to do so.

After assessing your demands and needs through a series of questions, we will arrange your insurance policies and assist you with any future changes.

We will not provide advice or recommendations relating to any products, instead we will offer the most competitively priced product available from our range of insurers that is most suited to your demands and needs, you must then decide how to proceed.

We will endeavour to issue your policy documentation on the day you arrange cover with us, but at times where this is not possible your documents will be issued the next working day.

We will notify you how to renew in good time prior to the expiry of your policy.

We endeavour to place your business with insurers who have adequate means to meet their obligations but cannot guarantee the solvency of any insurer and we shall not be liable for losses suffered by you in the event of the insolvency of an insurer.

### **3. Your Responsibilities**

#### **3.1 Duty of Care**

Please take reasonable care to answer all questions honestly and to the best of your knowledge, as any product will be based on the information you have provided. Incorrect answers given accidentally or deliberately may lead to an increase in your premium, invalidate your insurance cover, result in your insurer reserving the right to cancel your policy, or treat the policy as if it never existed. Incorrect information could also lead to claims being rejected or not fully paid.

You must therefore provide complete and accurate information to us at all times including when arranging your insurance and throughout the lifetime of any policy. Any change in your circumstance or the risk itself, such as changing occupation or receiving endorsements on your licence must be notified to us immediately. If you are unsure about disclosing any information, please ask us for guidance.

You are reminded that it is an offence under the Road Traffic Act to make false statements or withhold any relevant information to obtain a certificate of motor insurance. Under the Rehabilitation of Offenders Act you are not required to disclose convictions regarded as 'spent'.

#### **3.2 Telematics Responsibilities**

When purchasing a policy that requires the installation of a telematics device, there are further responsibilities you must consider. To understand the full extent of these responsibilities please read your policy specific documentation that will detail all such requirements.

These responsibilities will include but are not limited to:

- The telematics device and/or mobile phone application is correctly installed and activated as required.
- The telematics device and/or mobile phone application is not tampered with - tampering can result in the cancellation of the insurance policy with any applicable charges being applied.
- The ability for the telematics device to transfer data is not compromised - for example telematics device battery levels.
- If you change your vehicle, you arrange for the telematics device to be moved correctly.
- Should the telematics device be damaged, lost or stolen, you must inform us immediately - we will make you aware of any fees applicable in such situations.
- You follow return or disposal guidance regarding the telematics device should your policy be cancelled or come to an end.

### **3.3 Check Your Documents**

It is vital that you take the time to immediately check all documentation that we send to you including application forms, schedules, certificates, cover notes and policy wordings to ensure all the information stated is present and correct. If you feel that any documentation is incorrect, you should contact us immediately.

### **3.4 Notify Accidents/Claims**

All accidents regardless if you intend to make a claim should be notified to us immediately by contacting us on 0333 011 0563.

### **3.5 Supporting Documentation**

To maintain our competitive premiums, validate your information and to combat fraudulent activity, your insurer may require you to provide certain documentation to support your application. These requirements will be outlined to you at the point of sale or as soon as possible after, and may include but are not limited to copies of driving licences, proof of any no claims discount and signed application/proposal forms.

Any supporting documentation that does not correspond to the information you have provided will be corrected and where applicable an additional premium may be charged by your insurer. We will also apply the charges set out in the 'Service Charges' section of this document.

Failure to provide the supporting documentation within 14 days of accepting the policy may lead to your policy being cancelled and charges imposed in line with our 'Cancellation' section of this document.

## **4. Anti-Fraud Registers and Other Searches**

To ensure you are offered our most competitive premiums now, at renewal and at any other time and to protect all customers from fraud, many insurance providers operate a credit scoring system and will use the information you provide to carry out checks with credit reference agencies, fraud prevention agencies, and other public and privately available sources of information. These checks can include electoral roll and credit information.

The information is used to verify your identity and is registered as a general insurance search. The searches may appear on your credit report whether or not your application for insurance proceeds, but will not harm your credit rating or adversely affect your credit profile.

Whilst we do not carry out credit checks on our website, we or our partners may do so at any stage of the quote or purchase process, regardless if you obtain a quote via the internet or over the phone.

## **5. Commission and Remuneration Disclosure**

In addition to our service charges outlined below, we are usually remunerated by commission received from the insurance providers. Where we are not, we will apply an equivalent charge of up to 25% of the annual premium for new policies and renewals or 25% of any additional premiums for making a change.

Where you have chosen to pay for your premium through a third-party finance provider, we may be paid commission for the arrangement of your credit agreement. This commission amount will be disclosed to you before your sale is concluded. We may also earn income from claims management companies.

## **6. Payment of your Insurance Premium**

For new policies, we must receive your payment before cover commences. A charge may apply to payments made by credit card and this will be confirmed to you at the time of incepting or renewing your insurance. We will not however charge you any more than the direct costs of processing the transaction when you make payment by credit card.

We shall be entitled (but not obliged) without providing notice to you to set off any amounts due to us from you, against any amounts which we may receive on your behalf (i.e. claims moneys, refunded premiums and other sums).

It is important for you to understand that non-payment of your premium, either in full or partially or a default on a credit agreement may result in the cancellation or lapsing of your policy by us. If you default on a credit agreement and we are unable to make contact with you to discuss the circumstances of the default we shall be entitled to provide you with 7 days-notice of cancellation of your policy.

If we cancel your policy as a result of your non-payment of premium, the cancellation will be treated as a standard cancellation and you will incur the same charges as set out in the "Cancellation" section of this document.

We use a third party to collect and store payment card information in accordance with industry standards and operate a Continuous Payment Authority to help assist you in the reconciliation of your accounts.

## **7. Continuous Payment Authority**

We reserve the right to use continuous payment authority on your credit and/or debit card details only to collect payment for balances due to us following the lapse or cancellation of a policy.

Where we intend to use the continuous payment authority, we will inform you in advance of doing so to agree payment dates and amounts. If such payment requests are unsuccessful, we will make a maximum of 2 further collection attempts within a 30 day period.

You can make alternative arrangements to pay any money owed by calling us on 0333 222 4005.

Where a third party has made payments on your behalf by using their credit or debit card, we reserve the right to collect any overdue amounts from the card registered with us.

If anyone has made card payments on your behalf we would ask that you let them know that we may collect any outstanding balances that you owe from their card.

This authority can be cancelled at any time by contacting us and letting us know that you would like to withdraw your permission.

## **8. Our Service Charges**

We apply the following charges for our service in addition to anything charged by the insurance provider:

|  |  |
|--|--|
| Policy Arrangement Fee -<br>Where insurance premium<br>commission is 10% or more   | £125.00  |
| Policy Arrangement Fee -<br>Where insurance premium<br>commission is less than 10% | £175.00  |
| Making a change to a policy  | £50.00   |
| Duplicate documentation  | £25.00   |
| Cancelling a policy  | See "Cancellation" section of this document                        |
| Debt Collection  | 15% added to any balance that is sent to a<br>debt recovery agency |

## **9. Cancellation**

We strongly recommend that you contact us before deciding to cancel your insurance policy to discuss your options.

You have the right to cancel your insurance policy at any time, but charges will vary depending on when you cancel. When your policy is cancelled, any additional products such as breakdown recovery are cancelled at the same time and our service charges and those of your insurer are not refundable. Any refunds due can take up to 30 days to be processed and please note that we do not issue refunds of less than £5.00

There are occasions where we will enforce cancellation of your policy. This is only performed when there is a good reason or if your insurers have instructed us to do so. Before cancelling your policy, we will always write to you via letter or email at least seven days in advance to notify you of the cancellation. The cancellation will be treated as a standard cancellation and you will incur the same charges as set out below.

Please note, some motor trade policies do not offer cooling off periods therefore the information in section 9.2 is not applicable in these cases. If a cooling off period is not applicable to your policy, this will be stated within your policy documentation and we will let you know during the sales call when informing you about your policy exclusions.

### **9.1 Cancelling Before Cover Starts**

If you have instructed us to start a policy, but change your mind prior to any cover commencing, we will charge a cancellation fee of £75.00 in addition to any insurer administration charge.

If you have accepted a policy with a telematics device, the cost of this will also be retained in the event where such devices have already been dispatched to you - please see your policy specific documentation for full details.

### **9.2 Cancelling Within The Cooling Off Period**

If your cover has started and you decide to cancel your policy within 14 days of receiving your documentation, and provided you have not made a claim or had a claim made against you, you will be charged the following;

- A charge for the time your policy was on cover plus any insurer administration fee
- A charge for the time any optional additional products were on cover\*
- The policy arrangement fee of up to £125.00, where we have discounted the policy arrangement fee we will apply a charge equivalent to the discount to the total of up to £125.00

- Where we are not paid commission from an insurer and an equivalent charge has been applied, we will pro rata the charge to reflect time on cover
- Where applicable, the full cost of the telematics device - please see your policy specific documentation for full details

\*If you have used the service of any optional additional products within the cooling off period, the full charge of the additional product will apply.

**9.3 Cancelling After The Cooling Off Period or Where No Cooling Off Period Exists (some Motor Trade policies)**

If your cover has started and you decide to cancel your policy outside of the cooling off period, and provided you have not made a claim or had a claim made against you, you will be charged the following;

- A charge for the time your policy was on cover plus any insurers administration fee\*
- The full cost of any optional additional products, regardless if the service was used
- The policy arrangement fee of up to £125.00, where we have discounted the policy arrangement fee we will apply a charge equivalent to the discount to the total of up to £125.00
- A cancellation charge of £75.00
- Where we are not paid commission from an insurer and an equivalent charge has been applied, we will pro rata the charge to reflect time on cover
- Where applicable, the full cost of the telematics device - please see your policy specific documentation for full details

\*To calculate the charge for the time your policy was on cover, your insurer will either apply a pro-rata calculation or some will charge an increasing percentage of your premium depending on how much cover you have used. A table of the charges imposed by your insurer will be shown in the policy wording if applicable, but typical return premiums from insurers can be found in the below table.

| Period on cover up to (months) | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|
| Insurer Premium Refundable     | 70% | 60% | 50% | 40% | 30% | 20% | 10% | Nil |

If you are paying your premium by instalments, where the total cost for your cover exceeds the amount that you have paid the third party finance provider, you will be required to pay the difference within 21 days.

Failure to pay an outstanding balance may result in us taking steps to recover any debt through a debt recovery agency. If this course of action is taken, a total of 15% of the outstanding balance will be added to cover the costs of liaising with the debt recovery agency.

If you cancel your policy and you have made a claim, or a claim has been made against you, the full premium is due and any remaining instalments will need to be settled.

#### **9.4 Single "Classic Car" Policies**

Regardless of whether cover has started or if the policy is within the 14 day cooling off period and provided you have not made a claim or had a claim made against you, in addition to any insurer charge, we will apply a cancellation charge of £25.00 only.

Charges for optional additional covers are the same as detailed elsewhere in these Terms and Conditions.

#### **9.5 Short Term Policies (Less than a year)**

Short term policies can be cancelled at any time with no refunds applicable.

### **10. Payment Options**

#### **10.1 Credit/Debit Card Payment**

Please note that any refunds can only be made back to the card used for the original transaction, or where this is not possible a cheque or BACS transfer will be issued.

#### **10.2 Monthly Instalments**

If you choose to pay your premium by monthly instalments we will arrange this for you through a third party finance provider, unless your application for credit is declined. This method of payment works like a loan, where the finance provider will pay your insurance premium to us in full and you will pay back the finance company by monthly instalments including any interest applicable to the loan.

Please note that paying your premium by monthly instalments does not provide a months cover at a time, you will have entered into an annual contract of insurance and have chosen a more manageable method of paying your annual premium. You are responsible for paying the monthly instalments when they fall due, please therefore take note of the payment schedule provided to you. A missed payment charge will be incurred for any failed monthly payment, and if overdue payments are not received within 7 days of defaulting, we will commence the cancellation process.

For your protection, if you cancel your direct debit it will not automatically cancel your insurance policy, and could lead to unnecessary charges being applied to your policy. You should always contact us in accordance with the 'Cancellation' section of this document.

The finance providers will have their own terms and conditions, which you should read carefully upon receipt, as additional charges will be applied, if you fail to make payment, as an example.

We reserve the right to withhold documentation until due payments have been made. We will provide any documentation that we are required to do so by law.

#### **11. Complaints Handling**

We are committed to delivering a high standard of customer service at all times but in the unlikely event that you have cause for complaint you should first speak to our customer service team who will try to swiftly resolve the issue. If you remain dissatisfied, you should put your complaint in writing to the Complaints Manager using the address in the 'About Us' section of this document. You can request a copy of our complaints procedure free of charge and at any time, and the procedure can also be found on our website.

Having followed our complaints procedure, if we still cannot resolve your complaint you may be able to refer the matter to the Financial Ombudsman Service (FOS) via [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### **12. Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk)

#### **13. Protecting Your Money**

We hold your premium payment in an Insurer Trust Account until it is passed to your insurer. We cannot use your money for any other purpose other than to pay the insurer that your insurance is arranged with. We may earn interest from money held in this account, which we will retain. Unless you tell us otherwise, you are consenting to us holding your money in this way.

#### **14. Governing Law**

The laws of England and Wales govern this agreement and any dispute is subject to the exclusive jurisdiction of the English courts.

#### **15. Data Protection**

We are governed by the Data Protection legislation applicable in the United Kingdom. For the purposes of Data Protection Legislation, Next Risk Solutions Ltd is the data controller. We believe in keeping your information safe and secure. Full details of what data

we collect and how we use it can be found in our privacy policy which you can access via our website <https://www.quotedetective.com> or by requesting a copy from our Data Protection Officer (contact details below).

Under Data Protection legislation you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at: Data Protection Officer, Quote Detective, Top Floor - Cwmbran House, Mamhilad Park Estate, Pontypool, NP4 0HZ. Please make sure you provide your name, address, policy number and other relevant information to allow us to respond to your query.

## **16. Statutory Rights**

Agreement to our Terms and Conditions does not affect your normal statutory rights.