



## Introduction

Please read this document carefully. It sets out the terms on which we agree to act for you, our client, and contains details of our regulatory and legal responsibilities. If you are unsure about any aspect of these terms, or if you have any questions about our relationship with you, please contact us immediately. By doing business with us you agree to do so based on the terms of this document, unless we both agree otherwise. This document replaces any previous version you may have had.

## Definitions:

"Our", "Ourselves", "Us", "We" – means NCI Consultants Limited trading as Rescuemycar.com.

"You", "Your" – means our customer, or prospective customer.

## 1. Regulation

We are an Appointed Representative of Jigsaw Insurance Services Limited who are authorised and regulated by the Financial Conduct Authority (FCA) which is the independent watchdog that regulates financial services in the UK. Our permitted activities as an insurance intermediary include arranging general insurance contracts.

Our FCA Firm Reference Number in respect of insurance activities is 534004 and Jigsaw Insurance Services Limited's Firm Reference Number is 307654. These details and our authorised trading names can be checked by visiting the Financial Services Register at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768. NCI Consultants Limited is registered in England & Wales under Company Registration Number 04741145 and is a wholly owned subsidiary of Jigsaw Insurance Services Limited. Jigsaw Insurance Services Limited is registered in England & Wales under Company Registration Number 05052874. Both companies Registered Office is Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

We confirm that this document and the terms stated in it shall continue to apply if we change our company name. We will notify you if that happens and also tell you if our Company Registration Number or FCA Firm Reference Number changes.

## 2. Our service to you

We source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, we may ask some questions to narrow down the product offered on which we will provide details, however this does not mean that we are making a recommendation, and you will then need to make your own choice about how to proceed.

Our service includes:

- Arranging insurance cover to meet your requirements; and

- Helping you with any ongoing changes you have to make.

We will tell you if we cannot place some, or all, of your insurance needs.

## 3. The capacity in which we are acting

We act on behalf of the Insurer(s) and under an agreement with them which allows us to provide a quotation, confirm cover and issue policy documents to you. We also deal with the majority of claims on behalf of the Insurer under a delegated claims handling authority. If this is not the case for your claim, we will inform you.

## 4. How we make our selection

We are contractually obliged to offer you an insurance product from the Insurer named in the accompanying documents and have not carried out a 'fair and personal analysis' of the market, which would be a wider search.

We only select breakdown products and add on products as follows:

- Breakdown Insurance products are underwritten by Wakam UK Limited
- Key Cover is provided by Key Care Limited and underwritten by AA Underwriting Insurance Company Limited

## 5. Disclosure of information

Your insurance is based upon the information provided to the insurance company.

Consumers:

If you are a 'consumer' (which means you are an individual buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must tell us immediately of any changes to the information you gave to us. This is so that we can tell your Insurers about the changes. If you do not give accurate and up to-date information to us for your Insurers, they may invalidate your insurance cover. Insurers may also refuse to pay any claim you make or may reduce the claim payment to you.

## 6. Cancellation

You can cancel your policy within 14 days from the start date (the cooling off period). If you want to cancel your policy during this period, we will refund the premium paid, minus an administration fee. There will be no administration fee charged if you cancel in the first 14 days following a renewal.

The right of a consumer to cancel does not apply:

- If an incident has occurred within those 14 days, where a claim is or could be made, including by someone else
- If you cancel after the cooling off period, we will provide you with a pro rata refund of the premium paid, minus a cancellation fee.



## Single trip European policy

If you cancel your cover before the policy start date, we will refund the premium paid minus an administration fee. No refund will be given if you cancel after the policy start date, regardless of if you have made a claim or not.

If you wish to cancel your policy(ies) please contact us.

## 7. Our earnings

We receive a commission payment from your Insurer/Product or Service Provider in connection with your policy(ies) and is calculated as a percentage of the total annual premium (excluding Insurance Premium Tax (“IPT”). Additionally, we will receive remuneration from the Insurer/Product or Service Provider based on our overall account with that firm meeting certain criteria at either a Group or individual business level, this is calculated as a small percentage of the total annual premium paid (excluding IPT).

Unless we otherwise agree we will charge fees on the following basis. The fees charged are non-refundable.

New Business Admin Fee	£2.50
Policy Renewal Admin Fee	£10.00
Mid-term amendments	£7.50
Cancellations – within the first 14 days of New Business	£0 Cancellation Fee, however we will charge a £7.50 administration fee to cover <b>our</b> costs to cancel the <b>policy</b> .
Cancellations – outside the first 14 days	£20

We do not charge on policies that in our sole opinion are ancillary to the main policies arranged by us. Our fees are non-refundable if you cancel your policy.

Any fee charged will not cover any work we do in relation to insurance policies which have not yet incepted or which we are not yet responsible for administering. Other companies may be involved in placing your policy(ies). If they charge a fee for those services, we will tell you what those fees are, and they will be included in the price we charge you.

We are entitled to keep all our earnings (i.e. commission and fees) for the full policy period. This will apply even if:

- The contract is terminated for any reason; or
- You choose to appoint another intermediary in our place.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business or arranging premium finance. Please be assured that at no time will the way in which we are remunerated

conflict with our responsibilities to meet your needs and treat you fairly.

## 8. Security of insurers

The Insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any Insurer we place business with. An insolvent Insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

## 9. Documentation

We will issue policy documentation to you in a timely manner and as soon as reasonably possible.

You must comply with the terms and conditions of your insurance policy. This applies especially to any terms described as ‘warranties’ or ‘conditions precedent to liability’. If you fail to comply with all terms, it could result in your policy being cancelled or claims not being paid.

Your insurance policy may create ongoing duties for you. These are things which you must do or continue to do.

For example:

- Your policy may create a duty on you to tell us of any change in circumstance that the Insurers may regard as important to the ongoing insurance arrangements. If you are unsure if something is important you should tell us.

We will send you your policy documentation, including your policy wording and certificate (if applicable) once we receive from insurers. If there is a delay, you can ask us to send you a specimen or standard policy.

When policy documents are issued to you, we strongly advise you to read them carefully. This is because the policy wording, the policy schedule and any certificate of insurance are the basis of the insurance contract you have purchased. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.

## 10. Client money (general)

When handling client money, we adhere to the rules set out by the FCA. These protect you:

- In the unlikely event we are unable to discharge our responsibilities
- If we fail to pass your premium onto the Insurer, or
- If we fail to pass return premiums or claim payments back to you.

We will retain any interest earned on money held in our client money bank accounts.

## 11. Risk transfer account

We act as agent of the Insurer for the collection and refunds of premiums. Depending upon the terms of business with the Insurer, this may also include the payment of claims to you. You will be protected to the extent that premiums we receive from you are treated as having been received by the Insurer. It also means that any claims money or premium refunds from Insurers are only considered to have been received by you when actually paid over to you. Funds held in this manner are held under 'risk transfer', and we keep these premiums and/or payments in a separate account from our own money.

We will retain any interest earned on money held in our bank accounts.

We will not be liable to you for any loss resulting from the failure of any bank to meet its obligations as a result of insolvency or similar default.

We may also hold separately permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a risk transfer account. If we do this, we will be responsible for any shortfall which is attributable to falls in the market value of a segregated investment.

Where risk transfer applies, we will take commission earned from Insurers immediately after we have received the premium from you or from a third-party finance provider on your behalf, provided this is consistent with the terms of business of the Insurer to whom the premium is payable.

## 12. Terms of payment

You must pay the amount due, in cleared funds, on or before the payment date(s) specified on our invoice(s). If you fail to make payments on time, that may lead to Insurers cancelling your policy and/or not paying claims.

If you owe us any amount, we may deduct it from money which we may receive on your behalf from Insurers or other parties (including but not limited to claims monies or premium refunds).

Your premium may be reduced during the policy term - for example, following a reduction in cover or the cancellation of a policy.

This may result in Insurers refunding premium, which we will handle as follows:

- a. Where you are a consumer and have exercised your 14 day cancellation right as set out in clause 6, we will pass on the entirety of any Insurer refund to you. You can still cancel your insurance after the expiry of that 14 day cancellation right, but if you do, we will provide a pro-rata refund minus fees.

This clause should be read together with Clauses 6 and 7 regarding Cancellation and Our Earnings.

## 13. Taxation

Insurance premiums attract Insurance Premium Tax at the prevailing rate. Engineering inspections and some other services attract

VAT at the prevailing rate. Some premiums/fees may not have a taxation element at all. If you are VAT registered, then the VAT element may be recoverable by you. Insurance Premium Tax is not recoverable.

## 14. Your instructions

We will use reasonable effort to act in accordance with your reasonable instructions. If we are not able, or if it is not possible to achieve what you want, then we will tell you. You may instruct us by e-mail, post or by telephone. However, you can only rely on us having received your instructions if we have confirmed them in writing. We reserve the right to refuse your instructions but will tell you if this is the case.

We use email for most of our written communications. Such communications are not completely secure and may spread harmful viruses. Please tell us if you would prefer us not to use e-mails, and we will use another means of communication with you.

Our office hours are Monday to Friday, 9.00am to 5.30pm. The office is not open for business on statutory ('Bank') holidays. There may be a delay in responding to instructions if they are received outside of office hours. We do not issue receipts or acknowledgements unless specifically requested by you in writing.

## 15. Claims

You can contact us 24 hours a day, 7 days a week, to seek recovery assistance, in line with the terms and conditions of your membership.

If you need assistance, please call 01423 535 795 or + 44 1423 535 795 whilst travelling in Europe. If you are deaf or hard of hearing, we offer a text messaging service for claims, please text us on 07441 448 667 in the UK or + 44 7441 448667 if in Europe to tell us you need help. To help us assist you as quickly as possible, please have the following information to hand:

- Your membership number and a telephone number we can call you back on.
- The location of your vehicle and the nature of the breakdown.
- The registration, make, model and colour of your vehicle.

In the event of an incident which could give rise to a claim you must tell your Insurer as soon as possible. If you do not, your Insurer may refuse to deal with your claim or reduce the amount that you may receive from them. You must notify Insurers of all incidents even if you think you are not liable or at fault.

Your policy(ies) may also be subject to claims notification conditions and/or warranties. If you fail to comply with these, it may mean a claim will not be paid. Therefore, in the event of an incident that may give rise to a claim please also refer to your policy wording to check for such conditions or warranties.

Unless we agree otherwise, we will help you to submit your claim to the Insurer and obtain settlement from Insurers. We do not accept liability for any unpaid claims amounts if an Insurer becomes insolvent or delays making settlement.

We may charge you a fee for our claims service when we act as your agent, if we intend to do this, we will discuss this with you before you incur any liability to pay us. In some claim situations, we may be acting as agent of the Insurer, and we will tell you if this is the case.

## 16. Renewal of your policy

We aim, in a reasonable time before renewal, to provide you with renewal terms, or to tell you that renewal is not being invited.

We will also include with your renewal terms:

- Any statement of any changes to the terms of the policy
- A statement of any changes to any information required under relevant law
- A statement of price
- Information about cancellation.

If before the renewal date, we do not receive your instructions to renew prior to the renewal date, or you do not notify us that you do not wish to renew your policy(ies), we reserve the right to:

- Renew your policy on your behalf (we are not obligated to do so, but if we do, you may be liable to make payment to us or to Insurers)
- Continue to accept payment, if you pay by instalments.

## 17. Complaints

We take all complaints seriously. If you are not satisfied with the service, you have received from your Insurer please follow the complaints procedure set out by your Insurer in your policy documents. If your complaint is about our service, please contact us in any of the following ways:

- By telephone, email or in writing using the contact information stated on the documentation accompanying this Terms of Business
- By email to [complaints@rescuemycar.com](mailto:complaints@rescuemycar.com)

We will acknowledge your complaint promptly in writing and we aim to investigate your complaint and respond to you within 8 weeks. If we take longer than 8 weeks, or you are not satisfied with the outcome, you may be eligible to contact the Financial Ombudsman

Services (FOS). We will give you details in our response of how you can ask FOS to review your complaint.

Please ask us, if you would like a copy of our complaint procedures.

## 18. The Financial Services and Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations to you. This depends on the type of business and the circumstances of the claim. Generally, insurance advising and arranging is covered for 90% of the claim amount with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered or 100% of the claim without any upper limit. You can obtain more information about compensation scheme arrangements from the FSCS, whose website is at [www.fscs.org.uk](http://www.fscs.org.uk). The FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, liability of ships and credit.

## 19. Limitation and/or exclusion of our liability to you

If you are categorised by the FCA as a 'consumer' (broadly an individual acting for purposes outside your trade, business or profession) our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £20,000,000 per event.

In respect of any other claim arising out of our performance or non-performance of our services our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance during the 12 months prior to such claim arising.

If you feel that the above limits are not sufficient for you or your business, we will be happy to discuss a higher limit of liability. If agreed, this will be set down in writing and form part of these Terms of Business. There may be an additional charge or other terms if we agree to amend this clause, which will be discussed with you prior to any amendment taking place.

## 20. Data protection

When we say 'we/our/us' this means Jigsaw Insurance Services Limited in this sub-section.

You must inform all named individual(s) that their personal information has been provided to us and ensure they know where to find our Privacy Notice.

For a full copy of our Privacy Notice, which outlines in detail how we and any other parties (including, but not limited to, Wakam UK Limited) may use any personal data, together with all of your rights and how to exercise these, just follow this link:

<https://www.rescuemycar.com/privacy-notice/>

To find out how Wakam UK Limited will use your personal data, please go to this link which will detail their Privacy Notice.

<https://www.wakam.com/en/privacy-policy-wakam-uk/>

Your privacy is important to us, and we assure you and any named individual(s) that we will respect any personal data and only use it as specified in our Privacy Notice.

All phone calls, emails and any other written or electronic communications with us may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

For details about your rights and how to exercise them, please visit the link to our Privacy Notice above.

You can ask us at any time for details of the information that we hold about you. You can submit a request through Jigsaw Insurance Services Limited, 59 Cophall Bridge, Station Parade, Harrogate, HG1 1TT.

We are registered with The Information Commissioners Office in the UK and undertake to comply with the Data Protection Act and regulations in all our dealings with your personal data. Your personal information will be kept secure.

Our latest privacy notice is always available on our website <https://www.rescuemycar.com/privacy-notice/> It explains how we use and look after your personal data, who we share it with, and what data protection rights you have. We can post you a copy of our privacy notice if required

## **21. Law and jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **22. Third party rights**

These Terms of Business are intended to confer rights only on you and us. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

## **23. Money laundering/proceeds of crime**

If we suspect criminal offences such as money laundering or terrorist financing, we must report this to the National Crime Agency. These reports are confidential, and we will not tell you if they have been made.

Claims payments will only be made to you, the insured parties, or those entitled to receive them.

## **24. The Criminal Finances Act 2017**

We do not tolerate tax evasion, bribery, fraud, corruption, money laundering, terrorist financing or any other financial crimes. If a company fails to prevent facilitation of tax evasion, this is an offence under the Criminal Finances Act 2017 (CFA).

Our processes include reasonable procedures to prevent the facilitation of tax evasion as well as other

financial crimes. The CFA puts responsibility on all companies to comply with this legislation, and we expect all commercial customers to comply with the requirements of the CFA.

## **25. Sanctions and/or embargoes**

If sanctions and/or embargoes are imposed by Governments, and/or banks choose not to handle payments in respect of various countries or persons, this may restrict the provision of insurance cover, the services that can be provided or payments under such cover.

It is everyone's responsibility to comply with sanctions legislation, and we expect you to comply with the requirements of any sanctions legislation that may apply to you. We expect you to fully disclose any exposure that you are aware of, or become aware of relating to either sanctioned persons, locations or goods where it may have an impact on our business.

In performing our duties, we may have to:

- I. Advise you that our bank(s) have chosen not to handle payments relating to your transaction which will prevent the provision of cover and related services.
- II. Suspend any payments until a relevant governmental body confirms that no sanctions/embargoes have been breached and/or a licence can be issued by the relevant authority; and
- III. Advise you that some Insurers may seek to cancel cover if they believe there has been a sanctions/embargo breach.

We will make reasonable efforts to warn you should we become aware that an issue may impact upon the insurance we place on your behalf or restrict the payment of any premiums or claims.

## **26. Liability of our Directors, Officers and Employees**

You agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under these Terms of Business. This clause does not in any way limit or affect our liability to you as set out above.

## **27. Setting sums insured, policy estimates and indemnity values**

It is always your responsibility to tell us (or your Insurer) the sums insured and/or indemnity values and/or policy estimates you want to have for your policy(ies). This is because Insurers will rely on this information when deciding on the policy terms and premiums to apply to your policy. If you are underinsured, or have misstated policy estimates, Insurers may not pay a claim in full or in part.

## **28. Other services**

We provide you with insurance information in a professional manner. However, our service to you under these Terms of Business do not take into account Health



and Safety Consultancy, or employment law considerations.

At your request, we can put you in touch with PIB Group colleagues with specialist expertise in Health and Safety Consultancy, or employment law advice. If you decide to engage with them, that work will be covered by a separate and more specific Terms of Business Agreement.

Insurance Broking staff can take instructions from you on Insurance Broking Services only. You must instruct Health and Safety Consultancy or employment law specialists directly. Insurance advice may differ from or conflict with other advice which you may receive. If such a conflict or difference arises, you must tell us so we can help you deal with any such conflict or difference.

### **29. Committal to terms**

This agreement shall become effective between both parties when cover is taken out and supersedes all previous agreements whether oral or written.

### **30. Termination of this agreement**

You may cancel these Terms of Business with us at any time. If you do so, we will continue to be entitled to receive any fees or commissions payable. We reserve the right to resign as your broker. If policies are to be cancelled, you will be given notice in accordance with the terms of the insurance policy(ies). We will continue to fulfil any outstanding regulatory responsibilities to you following termination of these Terms of Business.

### **31. General**

Each of our rights or remedies is without prejudice to any other right or remedy we may have whether under a contract or not. You are responsible for your compliance with applicable laws. If we suffer financial loss because of your failure to adhere to applicable laws, we may pursue damages to the extent of the loss. Our failure or delay in enforcing (in full or part) any provision of this contract will not be construed as a waiver of any of our rights under this contract.

### **32. Confidentiality**

We agree to keep all information provided by you to us confidential, save that you authorise us to:

- a) Disclose such information to Insurers and their agents for the purposes of obtaining insurance quotations for you, placing insurance on your behalf and all other matters relating to your insurances, including the making of claims.
- b) Share such information with our own Insurers and professional advisors on terms that preserve confidentiality or where we are required by law or by order of the court to disclose such confidential information.

However, we will not be bound to keep any information confidential where it is or becomes in the public domain, it was already known to us or becomes known

to us independently of you, or if you give us permission to disclose such information.

### **33. Severability**

If any part of these Terms of Business is or becomes illegal, invalid or unenforceable then that part shall be deemed to be removed from these Terms of Business and shall not in any way affect the legality, validity or enforceability of the remaining Terms of Business.

### **34. Waiver**

Your rights and our rights under these Terms of Business may be waived only if specifically agreed in writing by you and us.

### **35. Continuous payment authority**

Continuous Payment Authority is a recurring payment process where you authorise us to take money from your bank account or debit or credit card at the renewal of your policy. In authorising Continuous Payment Authority, which you will do by accepting these terms and conditions, you permit us to charge any sums due to your card in order to renew your policy and provide continuous cover. Full details of the amount due will be held within your renewal invitation. You may cancel the Continuous Payment Authority at any time by contacting us.