



## TERMS OF BUSINESS BETWEEN GAP INSURANCE TODAY AND THE POLICYHOLDER

### Terms and Conditions

These terms will apply to your use of our telephone services, whether or not you choose to take out insurance cover, and access to our website demonstrates your agreement to these terms. Please read these terms carefully – particularly if you choose to take out insurance cover with us. These terms are subject to change at any time and we will display only the current version on our website.

### The Financial Services Authority

Gap Insurance Today is a trading name of Alternative Propositions Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA) under registered number 602443. Our permitted business is advising, arranging and dealing as an agent of insurers and clients, assisting in the administration and performance of general insurance contracts and credit broking. You may check this on the FCA's register by visiting the FCA website, [www.FCA.gov.uk/register](http://www.FCA.gov.uk/register) or by contacting the FCA on 0800 111 6768

### Our Service

Our services include: 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. A single insurer has been selected as being suitable for the provision of product for gap insurance. We will advise and make recommendations for you after we have assessed your needs. We act on your behalf in selecting an appropriate policy to meet your needs and in assisting you with claims matters. We may act on your behalf, or on behalf of the insurer, in arranging your cover. Please let us know if you would like confirmation of the situation for any policy arranged for you. If a policy is purchased on-line this will be deemed as a non-advised sale. If you conclude the contract by calling ourselves or conducting a quotation via the phone this will be completed as an advised sale.

### Charges for Our Services

We normally receive commission from the insurers or product providers with whom we deal and may make charges up to the following amounts for the ongoing administration of your insurance.

Schedule of Fees	
Permanent Adjustment to Policy	£35.00*
Cancellation Charge with the first 30 days	See Cancellation Of Policy Below



Cancellation Charge after the first 30 days	See Cancellation Of Policy Below
Credit Card Transaction	2.5% of transaction value

\*we will also retain our commission on any adjustment or cancellation. When your policy is arranged you will be informed of the total price to be paid, including any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. This will also be displayed within your welcome documentation.

### **Cancellation of Policy**

Once we have arranged your insurance cover and have processed your policy documentation you have a statutory right to cancel this insurance within an initial period of 30 days. Please refer to your policy summary or your policy document for further details. If you cancel within the initial period you will receive a pro rata refund of premium from the insurer minus any fee charged by the insurer. We may also keep £35 that reflects our administration costs of arranging and cancelling the insurance. Our commission will be excluded from any refund calculations. Be aware that cancellation refunds are not given after a claim, and note that some insurers charge cancelled policies on a short period scale, resulting in a disproportionately greater charge for the period of insurance, and refunds being lower than clients' expectations. Please note that we are unable to backdate cancellations.

Your premium is periodically forwarded to the insurer and once this process has occurred, in the event of a refund we will request payment from the insurer. As a result, refunds cannot be issued until the insurer has released the funds. This process usually takes up to 30 days. You are always advised to discuss your options with us prior to deciding upon cancellation of your policy.

### **Claims Procedure**

If you wish to discuss or make a claim, please call our claims service on 0161 495 6095.

### **Your Responsibilities**

You confirm that you have the permission of all named drivers on the policy to provide us with their personal information such as name, address, occupation and information about health, criminal convictions or claims history

It is most important that the information you have given is accurate. You are advised to revisit and print off or save the pages that you have completed online in order to obtain your quotation, and to keep these with your Insurance documents. If any information is incorrect or missing, we must be notified at once. An acknowledgement of the amended information will then be issued, together with any changes in the insurance terms and/or premium. Failure to notify us of any errors, omissions or amendments could result in your insurance being invalid. The information provided must be complete and correct to the best of your knowledge and belief. You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy

Once you have purchased your insurance, you have a duty to keep us updated of any changes in your circumstances. (For example: change of vehicle. You should be aware that failure to notify us of changes in your circumstances could invalidate your policy and result in no cover being in force. This could mean that part or all of a claim may not be paid. If you are unsure about any matter, please contact us for guidance. Please be aware that for some changes in circumstances your



insurer may not be able to cover the new risk that you present and this may result in the cancellation of your current policy. In this event however we will endeavor to provide you with an alternative quotation for a new policy with one of the other insurers on our panel.

You understand that this contract unless otherwise stated will be subject to English Law. You agree to co-operate with us in supplying information and documentation that you require promptly i.e. within four weeks. Failure to do so may result in cover being withdrawn. You accept responsibility to ensure that you hold a current cover note or certificate of insurance. By accepting these terms you are giving your consent for us to operate for you in this way.

## Complaints Procedure

Our aim is to provide you with a high level of service at all times. However, if something has gone wrong and you wish to make a complaint, please call us on 0800 221 8530, or write or email ([docs@alternativeinsurancebrokers.co.uk](mailto:docs@alternativeinsurancebrokers.co.uk)) to our Customer Care Manager at Anglia House, Carrs Road, Cheadle SK8 2LA. We expect the majority of complaints will be quickly and satisfactorily resolved at this stage. If we are able to provide a final response within five business days of receipt of a complaint we may combine our acknowledgement of the complaint with the final response. A final response is a written response from us which:

Accepts your complaint and where appropriate offers redress

Offers redress without accepting the complaint

Rejects your complaint and gives reasons for doing so

It will also inform you that, if you remain dissatisfied with our response, you may refer your complaint to the Financial Ombudsman Service (FOS) and must do so within six months to be eligible. The FOS can be contacted by telephone on 0300 123 9 123 and further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

We will within four weeks of receiving your complaint send you either:

A final response or

A holding response, which explains why we are not yet in a position to resolve your complaint and indicates when we will make further contact (this will be within 8 weeks of receipt of your complaint.)

We will, by the end of eight weeks after receipt of your complaint, send you either:

A final response or

A response which explains that we are still not in a position to make a final response, giving reasons for the further delay and indicating when we expect to provide a final response. It will also inform you that you may refer your complaint to the FOS.

You may accept our response in writing at any time during this process, even when we have not issued a final response. Our response need not refer to the FOS, but we will explain how your complaint will be progressed if you remain dissatisfied.

. If the matter complained about is the responsibility of another firm (for example the insurer) we will pass details to them in writing within 5 business days and will issue a final response to you advising what we have done.



## Compensation Arrangements

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection

Any personal data you provide will be held securely and in accordance with the Data Protection Act 1998. The information you have given us will be held and used to manage your insurance policy, which will include both underwriting and claim handling. For this purpose we may disclose it to other interested third parties, for example insurers, other intermediaries, uninsured loss recovery agencies, regulatory authorities for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes, other third parties involved (directly and indirectly) in your insurance, and agents (including claims handling agencies) who provide services on our behalf.

We may also need to disclose personal data to a third party so that the service you requested can be provided. It may also be necessary to transfer it to countries outside the European Economic Area. Your calls will be monitored and recorded in order that the service may be improved and to help prevent and detect fraud. Documents received by us are filed electronically. We may check information provided or received and we may also undertake credit searches and additional fraud searches. We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan. This may include details of your payment record with us.

By accepting this policy you consent to our processing personal data including sensitive data about you and other persons who may be insured under the policy. You understand that all personal data you give to us must be accurate and that you have the specific consent of those other persons to disclose their personal data.

Insurers pass information to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd, the Hunter Database, run by MCL Software Ltd., and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). We, and your insurer, may search these registers as this helps us to check information provided and to prevent fraudulent claims. We may also undertake credit searches and additional fraud searches. Under the conditions of your policy you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident we will pass information relating to it to the registers.

Your information may also be used for customer services, marketing (including customer profiling), offering renewals, research and statistical purposes, and crime prevention. We may share your information with our agents or service providers and with third parties with whom we have a business relationship, for the purposes described above. If you give us information about another person, in doing so you confirm that they have given your permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you by formal written application. You will need to direct your application to our Data Protection Officer at Alternative Insurance Brokers and a £25 charge will be made in order to cover our administration costs.

## Data Validation



We will validate name, address and other personal information supplied by you against appropriate third party databases. To make sure you get the best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including a credit referencing agency and other organisations. Our search will appear on your credit report whether or not your application proceeds. As well as these searches insurance companies may use a credit check to ascertain the most appropriate payment options for you. This credit check will also 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.

## Protecting Your Money

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurer, in which case your insurance is treated as being paid for. We may need to transfer your money to another intermediary in some cases. However, your money will be protected at all times because of our requirements under the FCA rules. We also reserve the right to retain interest earned on this account.

### **Solvency**

We do not guarantee the solvency of any insurer we place business with. We do not accept liability for any losses you may incur arising directly or indirectly from the financial failure or insolvency of any insurer.

You may have a liability for the premium, whether in full or pro-rata where a participating insurer becomes insolvent

### **Quotations**

Any quotation is only valid for the day on which you supplied information and upon which the quotation has been calculated.

### **Force Majeure**

We shall not be held liable for any breach of our terms of business or any failure to provide, or any delay in providing our services through our website that is a result of any event or circumstance that is beyond our reasonable control. This includes: industrial action or strike of workforce; Landlord disputes; lockouts from trading premises or any other industrial dispute; Breakdown of systems or network access; Fire; Explosion; Flood or Natural disaster; Accident; Insurrection and War. Please note that this list is not exhaustive.

### **Company Information**

Alternative Propositions Ltd, Anglia House, Carrs Road, Cheadle SK8 2LA. Trading as Alternative Insurance Brokers. Registered in England No 8253536. Calls will be recorded for training or monitoring purposes.