

## Terms of Business

### Accepting our terms of business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

Please read these terms carefully. If you have any questions about this Terms of Business document or have any questions about our relationship with you, please contact us.

### About us

Motorcade Insurance is a trading name of Acorn Insurance and Financial Services Ltd which is authorised and regulated by the Financial Conduct Authority (FCA). Our firm reference number is 311873, which may be verified on the FCA's Register by visiting the FCA's website at <http://www.fca.org.uk> or by contacting the FCA on **0800 111 6768**.

We are permitted to arrange, and deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies.

Acorn Insurance and Financial Services Ltd is registered in England and Wales, Company Number 01636368. Registered address is 98 Liverpool Road, Formby, Liverpool, Merseyside, L37 6BS.

All our sales are conducted on a non-advised basis. This means you will not receive any advice or personal recommendations from us. We will provide details about the products or policies from which you can make a decision about their suitability for you.

### Product providers

For policies purchased online either via our website or on an aggregator site (commonly referred to as price comparison sites), we will only select an insurance product from a single insurer, Haven Insurance Company Ltd.

### Additional optional (add-on) products

Product	Policy Providers	Ultimate Insurer
Key Care Cover	Key Care Limited	AA Underwriting Company Ltd
Breakdown Cover	Haven Insurance Company Limited	Haven Insurance Company Limited

Any additional optional add on policies which you purchase run alongside your main annual insurance policy and cannot be purchased separately.

\*For breakdown cover, there is no cover for any insured incident occurring **within 48 hours** following your initial purchase of the policy.

## **Compensation arrangements**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available as follows:

- 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, also without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS on **0800 678 1100** or **020 7741 4100** or by visiting <http://www.fscs.org.uk>.

## **Your duty of disclosure**

### **Consumer customers:**

If the insurance you are buying or renewing is arranged exclusively for personal use, providing cover for you in a private capacity outside of purposes relating to your trade, business or profession you are a consumer customer. As a consumer you must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate.

If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid. We use your information to carry out checks on databases which help detect and prevent fraud and financial crime. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how your details may be used or how the information held by fraud prevention agencies may be used can be obtained from us at your request.

## **Cancelling your insurance**

### **How to cancel**

You can cancel your policy at any time by visiting our website at <https://www.motorcade.co.uk/contact-us/> and completing a policy cancellation form. Alternatively, you can contact us using Livechat at <https://www.motorcade.co.uk/>. If you

are paying by Direct Debit, please contact us before cancelling your Direct Debit Agreement.

## **Your cancellation rights**

### **Within 14 days**

If you are a consumer, and your policy is for a duration of 31 days or more, you have the right to cancel your policy within the “cooling off period” which is 14 days from when you purchase your policy, or when you receive your policy documents, whichever is the later. For a renewed policy, this is within 14 days of your renewal date.

Provided your policy is for a duration of 31 days or more and you have not made a claim or a claim has not been made against you, during that period the insurer will pay a pro-rata refund of premium. In addition, we will keep an amount which reflects the administrative costs of arranging and cancelling the policy. Details of these amounts are given in our Fees and Charges below. Please refer to your policy summary or your policy document for further details about cancelling your policy.

If the refund provided by the insurer is insufficient to cover our charges you will be required to pay the balance to us.

### **After 14 days**

If you wish to cancel outside of the statutory cancellation period of 14 days (where this applies), provided your policy is for a duration of 31 days or more and you have not made a claim, or a claim has not been made against you, you may receive a pro-rata refund of premium. We will return to you the amount you have paid after deducting;

- A pro-rata deduction of premium for the time that you have been on cover
- Our arrangement fee as set out in the section fees and charges

Where the amount that you owe exceeds the amount that you have paid us, you will be required to make payment for the outstanding amount.

Please refer to your policy summary or your policy document for further details about cancelling your policy.

### **Add on products**

You can cancel your optional add on products at any time. If no claim has been made on these policies you will receive a pro rata refund from the Insurer, with the exception of Keycare cover. Please note if you have made a claim or reported an incident which may give rise to a claim under these policies your insurer will retain the whole premium.

For Keycare cover if you cancel the product within 14 days of either receiving the policy documentation or from the start date (whichever is later) then any premium already

paid for this product will be returned providing no claim has been made on the policy. If you cancel outside of this period, there is no entitlement to a refund of premium.

Cancellation of your main policy will automatically result in the cancellation of any additional optional add-on policies.

### Payment of refunds

Where applicable, all refunds will be processed to the same debit/credit card that was used to make payment on the policy. If you were paying for your premium by Direct Debit, any refund will be offset against any outstanding Direct Debit payments and any shortfall will become payable by you. If you are paying by Direct Debit, your insurer may pay your claim settlement to us to discharge any sums owed by you.

If you take out a new policy with us and make payment towards this new policy but have a previous policy with us that has an outstanding balance, we reserve the right to transfer any money paid on the new policy to cover the debt outstanding on your previous policy.

### Fees and Charges

In addition to premiums charged by insurers, we make the following charges. The table below is here to help you understand what fees are charged and when they are charged. Such charges are non-refundable.

#### Car

Annual Car Policy		
Arrangement Fees		
For setting up your policy	£250	
To renew your policy	£245	
Refund of Arrangement Fees		
Cancelling your policy before it starts, or within 14 days of its start date	Refund for New Business Policies	£225
	Refund for Renewals	£220
Cancelling your policy between 14 – 28 days of its start date	Refund for New Business Policies	£100
	Refund for Renewals	£95
Cancelling your policy after 28 days of the policy start and/renewal date	No Refund	
Mid-Term Adjustment Fees		
To make any changes to your policy after the policy starts	Nil	

<b>Cancellation Fees</b>	
Cancelling your policy within 14 days of start date	Nil
Cancelling your policy after 14 days of start date	Nil

## **Our earnings**

In return for placing business with insurers, underwriters, and other product providers we normally receive a commission from them, which is a percentage of the annual premium that you are charged with. 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.

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs.

## **Documents & cancellation notices sent by email**

We will send all documentation, including certificate of insurance to the email address you have supplied to us. Please note your insurer has the right to cancel a policy by giving you seven days' notice which would be communicated by email from us on behalf of your insurer. It is therefore important that we hold the correct email address for your so please contact us if you change your email address.

## **Renewal**

We will notify you in good time via email before your renewal date advising you of your renewal price and other important information. In some cases, we may be unable to offer you a renewal price and we reserve the right not to renew your policy. If this is the case, we will notify you that we are unable to offer you a renewal price.

Your renewal notice will be based on the information that we hold so if anything has changed, please do let us know so we can provide you with an updated quotation.

## **Cancellation of automatic renewal**

Should you purchase a policy which is subject to an automatic renewal, you can at any time exercise your right to cancel your policy from automatically renewing. This can either be actioned at the time of purchasing your policy or at any time during the policy term. You can do this by using the [customer portal](#), completing the [renewal opt out form](#). By opting out of your policy automatically renewing you will need to ensure that you have alternative cover from the day your policy expires.

## 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 an Insurer Trust Account. This means that it is regarded as having been received by the Insurer when placed in this account. We may need to transfer your money to another intermediary in some cases; where this happens, it is still regarded as having been received by the insurer when placed in the Trust Account. We also reserve the right to retain interest earned on this account. *By accepting this Terms of Insurance Business document, you are giving your consent for us to operate in this way.*

## Protecting your information

All personal data held about you will be collected, processed and stored securely in accordance with the Data Protection Legislation. When we refer to the Data Protection Legislation, we mean:

- i. The Data Protection Act 2018 (“the 2018 Act”) and the United Kingdom General Data Protection Regulation (“UK GDPR”) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK;
- ii. The General Data Protection Regulation EU 2016/679 (“GDPR”) where applicable;
- iii. The Privacy and Electronic Communications (EC Directive) Regulations 2003 (“PECR”); and
- iv. Any acceptable successor legislation

Under Data Protection Legislation, you have various privacy rights in respect of your personal data including the right to access and the right to find out about how your data is collected, used and stored. We have set out your rights and how we use your personal data in more detail in our Privacy Notice available on our website,

<https://www.motorcade.co.uk/>. If you have any questions about how we use your personal data, please contact our Data Protection Officer at [dataprotection@acorninsure.com](mailto:dataprotection@acorninsure.com).

## How to make a claim

If you are involved in an accident or incident which may give you rise to a claim on your policy you should contact the insurer as soon as you can and within 24 hours of the claim or incident first occurring. You must do this even if you do not think you are to blame.

Haven policy holders can report a claim 24 hours a day, 7 days a week, on the claims line number of 0173 2747 100 or alternatively you can text “CLAIM” to 83118 to receive a

call back from the claims team. If in doubt about whom you should contact, please visit <https://www.motorcade.co.uk/> or contact us via Live Chat.

Please refer to your Insurance Product Information Document (IPID) or your policy document for full details of what to do in the event of an accident or incident and how to notify your insurer of a claim.

## **Awareness of Policy Terms**

When you take out a policy, we will send you a statement of fact and/or proposal form which shows the information you have supplied to us to obtain insurance cover. Please check this carefully and inform us immediately of any errors via live chat by visiting <https://www.motorcade.co.uk/>. Please also check your schedule of insurance, certificate of insurance, along with your policy wordings and Insurance Product Information Documentation carefully, as it is these documents which forms the basis of the Contract of Insurance you enter into. If you are in any doubt over the policy terms and conditions, please contact us promptly.

Policy documentation can also be found on our website at <https://www.motorcade.co.uk/>; however, it is important that you refer to the policy documentation which applies to your specific product and the date when you purchased the insurance policy. If you are unsure which policy applies to you, please contact us.

## **Policy Validation**

To ensure that the policies we provide are appropriate to your needs and provide the correct cover, as well as preventing fraud we are required to validate the information you have provided to us. To do this we may contact you to confirm your details and collect any necessary information to assist in the validation process. By validating your Insurance details, we are reducing the risk of incorrect information forming the basis of your insurance contract and future claims not being indemnified due to this incorrect information.

We may need to validate your information initially by checking a number of databases such as Claims and Underwriting Exchange. We may need some further details from yourself such as:

- Driving Licence details and DVLA share code, and/or
- Proof of No Claims Bonus (where applicable)

You can upload the above documentation by visiting:

<https://www.motorcade.co.uk/upload-documents/>

Should we require these additional documents to complete our validation process, we will contact you. If supporting documentation is not received, we reserve the right to cancel the policy or charge an increased premium.

We may also cancel or void the policy if a serious misrepresentation or act of fraud is detected, but only if the policyholder has acted deliberately or carelessly in not telling us truthful information required for us to validate the insurance application.

## **Complaints**

We are committed to providing our customers with a high level of service at all times. However, we recognise that things can go wrong. When there are times that we haven't met your expectation, we would like the chance to put things right, so please do contact us by visiting <https://www.motorcade.co.uk/contact-us/> or speak to one of our webchat agents at <https://www.motorcade.co.uk/>.

If you are not happy with the service you've received and wish to register a complaint, you can complain by emailing [complaints@acorninsure.com](mailto:complaints@acorninsure.com), submitting a '[Make a Complaint](#)' form or by speaking to one of our webchat agents at <https://www.motorcade.co.uk/>. Alternatively, you can contact us by post at, **The Complaints Department, 98 Liverpool Road, Formby, Liverpool, Merseyside, L37 6BS.**

In all cases, please quote your policy number and vehicle registration number to enable us to register your complaint without delay. We will acknowledge your complaint and provide you with a summary of our complaint handling procedures, which are available online at <https://www.motorcade.co.uk/how-do-i-log-a-complaint/> and upon request.

If you remain dissatisfied with our response to your complaint, you may be entitled to refer the matter subsequently to the Financial Ombudsman Service free of charge. To use this service, you must be eligible and your complaint must be sent to them within 6 months of our final response letter.

You can contact the Financial Ombudsman Service by telephoning 0800 023 4567 or via email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Further information is available at <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.

## **Conflicts of interest/ customer's best interests**

As insurance brokers we generally act as an agent in arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly and professionally ensuring your best interests are our priority. In certain circumstances we may act for other insurers and/ or other parties. Where we become aware of any actual



or potential conflicts of interest with our duty to you, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

Directors of Motorcade Insurance are shareholders/shareholder representatives in Haven Insurance, an insurer used by Motorcade Insurance to place your business. Motorcade Insurance is owned by a holding company which also owns Haven Insurance.

### **Money laundering/ Proceeds of crime**

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist activity and we are prohibited from disclosing any such report.

### **Adequacy of insurance values**

It is the responsibility of the insured to ensure that all sums insured, and policy limits are adequate.

### **Insurer Security**

The insurer we use are regulated and are required to have adequate capital resources. However, we cannot guarantee or warrant 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.

### **Termination**

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. However, under certain circumstances, such as suspected fraud and/ or misrepresentation, your insurers may exercise their right to cancel your policy with immediate effect. Please refer to your policy documents for full details.

### **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.