



# A-PLAN HOLDINGS T/A RH TERMS OF BUSINESS FOR RH CUSTOMERS

## Scope and application

This document defines the scope of our relationship with you 'the insured' to ensure you can make an informed choice when choosing to buy an RH branded insurance policy.

In this document 'we', 'us' and 'our' means A-Plan Holdings. Please read this document carefully for as well as setting out the terms of our relationship it contains details of our respective responsibilities.

This document takes effect from the policy inception date.

Please contact us if there is anything in this document which you do not understand.

## Who are RH?

RH is a trading name of A-Plan Holdings. We are authorised and regulated by the Financial Conduct Authority ('FCA'). Our permitted business is arranging general insurance contracts.

Our FCA authorisation (number 310164) can be verified by visiting the Financial Services Register online at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (or +44 20 7066 1000 if you are calling from abroad).

We act on your behalf arranging insurance for both individual and corporate clients.

We have given our permission (called a licence) to ERS Syndicate Services Ltd for them to use our brand name, RH. The licence permits ERS Syndicate Services Ltd to use our brand for their specialist motor vehicle insurance policy documents and when they correspond with you or speak to you by telephone.

## Who insures your RH policy?

The insurer of your RH policy is Syndicate 218 at Lloyd's ('your insurer'). Syndicate 218 at Lloyd's is managed by ERS Syndicate Management Ltd, part of the ERS Group. ERS Syndicate Management Ltd is authorised by the Prudential Regulation Authority ('PRA') and is regulated by the PRA and the FCA.

Their authorisation (registration number 204851) can be verified by visiting the Financial Services Register.

The Policy purchased was offered from one insurer only, ERS, by contractual agreement.

## Who administers your RH policy?

RH policies are administered by ERS Syndicate Services Ltd.

ERS Syndicate Services Ltd has been granted authority by your insurer. This allows them to accept business on your insurer's behalf and immediately provide coverage, issue policy documents and agree claims. In carrying out these functions ERS Syndicate Services Limited will be acting as agent of ERS Syndicate Management Limited.

ERS Syndicate Services Ltd is an Appointed Representative of ERS Syndicate Management Ltd. This means that ERS Syndicate Management Ltd has responsibility to the FCA for all insurance activities performed by ERS Syndicate Services Ltd.

RH sales are non-advised, i.e. we offer information only and do not offer advice or make any recommendations.

We also offer an extra optional Legal Expenses Insurance policy. Legal Expenses is placed with ARC Legal Assistance underwritten by Am Trust Europe Ltd.

Whenever we offer any optional cover, the policy will be generally offered from one insurer only, dependent on product, and sold as a separate policy – full details will be provided at the point the product is sold.

## How we are paid?

As you have accepted the quote, we will receive commission from your insurer for allowing them to use our RH brands and for the marketing activities we perform. Commission is a percentage of the insurance premium paid by you to your insurer. Where premium finance is taken with Premium Credit Ltd, ERS SSL will receive a commission which is a percentage of the total financed.

## Premiums

ERS SSL collect premiums as the insurer. Where ERS SSL refunds all or part of a premium (for example when a policy is cancelled), the refund, if applicable will be paid to you.

## Cooling-off period

You have the right to cancel any insurance policy you buy from us. To do this, you will need to contact us to tell us to cancel your insurance within 14 days of the date you received your policy documentation. We will refund your premium, less a proportionate charge for the period of cover and any other charge your insurer may make.



# A-PLAN HOLDINGS T/A RH TERMS OF BUSINESS FOR RH CUSTOMERS

## Introducers

If you have been introduced to us by a third party, they may receive a payment from ourselves for that introduction.

## Your duty to avoid misrepresentation

You are legally obliged to take reasonable care not to make any misrepresentation to your insurer. We will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information, or any misrepresentation made by you.

We may record telephone calls for training purposes and for your and our protection.

## Data protection

We take protection of your data very seriously and will always seek to abide by the spirit and principles of the Data Protection legislation at all times. We are registered with the Information Commissioner as Data controller and Processor. Details of the Data Protection Act can be viewed on the Information Commissioner's website at

[www.ico.gov.uk](http://www.ico.gov.uk)

You may request a copy of the personal data which we hold on you or raise any queries about the data we hold about you by writing to or emailing as below:

Data Protection Officer, A-Plan Insurance

2 Des Roches Square,

Witney

OX28 4LE

## [DPO@aplan.co.uk](mailto:DPO@aplan.co.uk)

Details of how we will use the information we hold on you can be found in the Privacy Policy on our website [www.aplan.co.uk](http://www.aplan.co.uk)

Where you provide us with any information which constitutes 'personal data' (including any 'sensitive personal data'), we will treat such information at all times in accordance with the current Data Protection legislation, and you agree that we and other companies within our group of companies may hold and process such information: (i) in order to properly administer your insurance policy; (ii) to facilitate the effective management, development or operation of our business; and (iii) in any country – including countries outside the European Economic Area, which may not have comparable data protection laws.

You agree that we may pass your personal data (including any sensitive personal data) to third parties: (i) to the extent we are required to do so by law or a regulator; (ii) to ERS Syndicate Services Ltd, ERS Syndicate Management Ltd, surveyors, loss adjustors, and other like persons to the extent necessary for the proper administration and handling of your insurance policy; and (iii) to loss assessors, lawyers, and other like persons to the extent necessary to enable such third parties to provide information or services you have requested.

You agree that you will not provide any information which constitutes personal data (including any sensitive personal data) to us unless you have obtained all necessary consents and provided any required notices, or that you are otherwise permitted to provide such information to us, so that such information you provide to us can be lawfully used or disclosed by us and other members of our group of companies in the manner and for the purposes anticipated by this Agreement. You will also ensure that any such information you do provide to us is relevant for such purposes, and is reliable for its intended use, accurate, complete and current.

## Complaints

Should you have any cause for complaint relating to our marketing or branding you may contact us at:

Address: ERS Customer Relations, PO Box 3937, Swindon, SN4 4GW

Tel: 0345 268 0279

Email: [complaints@ers.com](mailto:complaints@ers.com)

We will advise you of the person dealing with your complaint and we will send you a copy of our complaint's procedure. If you are unhappy with the response to your complaint and are an eligible complainant you have the right to refer your complaint for adjudication to the Financial Ombudsman Services, Exchange Tower, London E14 9SR, Telephone: 0800 023 4567 (from landlines), 0300 123 9123 (from mobiles), and +44 20 7964 1000 (when calling from abroad), website: <http://www.financialombudsman.org.uk>.

Should you have any other cause for complaint, please follow the complaints process set out in your RH policy wording. You may be entitled to compensation from the Financial Services Compensation Scheme ('FSCS') should we be unable to meet our obligations. Details of the circumstances in which you can make a claim – and instructions on how to do so – can be found on the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk).



# A-PLAN HOLDINGS T/A RH TERMS OF BUSINESS FOR RH CUSTOMERS

## **Money Laundering and Proceeds of Crime Act**

To comply with United Kingdom money laundering regulations we may ask you to confirm (or reconfirm) your identity. This information may be shared with other companies within our group of companies, ERS Syndicate Services Ltd, ERS Syndicate Management Ltd and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to United Kingdom regulatory agencies that may use this information.

## **Third party rights**

Unless otherwise agreed between us in writing no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999, except by members of the A-Plan Group of companies.

## **Governing law**

This agreement will be governed by and construed in accordance with English law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.