

## Our Terms and Conditions

### 1 About this Document

This document sets out how we, People's Choice, will deal with you as a customer. Use this information to decide if our services are right for you.

You will enter into two separate contracts when you take out an insurance policy through us. The first contract is with us for arranging and administering your insurance policy on your behalf. We shall charge you a fee(s) for providing our services. Our terms and conditions are set out in this document.

The second contract is with the Insurer for providing your insurance and they shall charge you a separate premium inclusive of Insurance Premium Tax as applicable. Their terms and conditions are set out in the Policy Booklet, Statement of Motor Insurance and Policy Key Facts (which are part of your Welcome Pack).

When you purchase Optional Additional Products you will enter in to further contracts with each Insurer on the same basis as the second contract.

Our arrangement and administration fee and the separate premium will form the total price of the insurance. The specific amounts paid in respect of the cover you hold are found in the Covering Letter in your Welcome Pack.

### 2 Whose products do we offer?

We can arrange the following products on your behalf with a range of insurers. If you would like a list of the insurers we deal with please ask.

Home	Motor	Van	Motorcycle
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For each optional additional products we only use a single provider, details of which are provided in our optional additional products booklet.

### 3 What is the insurance intermediary service we provide you with?

We will provide you with sufficient information to enable you to make an informed decision on your purchase. As we will not be making a formal recommendation please consider all information carefully to ensure the product(s) meet your requirements before you decide to proceed.

Our service includes: arranging your insurance cover on your behalf with insurers to meet your requirements; and helping you with any ongoing changes you have to make, such as amendments to the cover, use and property insured. We will also arrange the cancellation of your policy and arrange cover with an alternative insurer if your requirement to amend your policy is not acceptable to your original insurers. Additionally we will arrange optional additional covers such as legal protection and breakdown where these meet your needs. We will also arrange the renewal of your insurance (see section 9).

### 4 What will you have to pay us for providing our services to you?

Each fee is non refundable and is payable at the time of the transaction to which it relates.

Arranging your new policy	£20
Additional charges are made for:	
Postal delivery	£5
Call centre arrangement	£12.50
Arranging your car renewal	£20
Arranging your bike or home renewal	£5
Amendments / changes to your policy	£25
Duplicate documents	£5
Change of registration	£20
Unpaid cheque / direct debit	£20
Cancellation	£45*

\* reduced to £25 if cancelled within the 14 day cooling off period (see section 10)

If we give a discount on our fees and/or the insurer's premium at the inception of your policy, and the policy is subsequently cancelled, we shall be entitled to reduce the amount of any refund to enable us to reclaim the unused portion of the discount.

If you fail to pay us any money you owe us on the due date and we instruct any third party to collect this money from you, you agree that you will pay the reasonable costs of the third party for collecting the money for us.

We use a third party to collect and store card details in accordance with industry standards. We will use the card details stored on our behalf to collect payment for mid-term changes, defaulted instalments including the associated fee, balances following cancellation and for the renewal of your policy. We will inform you in advance of doing so.

If payment is initially made by debit/credit card any refund will be made to the same card in accordance with the Terms & Conditions of the card issuer. All other refunds will be made by cheque. We are unable to give cash refunds.

If you do not pay for your insurance you should show these details to the person who paid on your behalf.

### 5 Client Money

All money received by us in respect of insurance premiums is held on behalf of the relevant insurer so that you have no risk in the event of our insolvency.

The total price of your insurance is shown in your documents including insurance premium tax where applicable. For legal purposes, we are required to inform you of the possibility that other taxes or costs may exist that are not paid through or imposed by us - however, we are not aware of the existence of any other taxes or costs currently payable.

When dealing with any amendments or alterations to your policy, we will not collect or refund any amounts under £1.

Please note that any interest earned by us and any investment returns on any segregated designated investments will be retained by us.

### 6 Governing Law

Unless agreed otherwise with you, all policies arranged and administered by us are governed by English law and subject to the jurisdiction of the English Courts. All information about the contract will be provided in English.

### 7 Who regulates us?

People's Choice is a trading name of Hastings Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority (FCA).

Our FCA registered number is 311492. You can check our registration on the FCA's register by visiting their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0845 606 1234.

Our permitted business is arranging, dealing as agent and assisting in the administration of non - investment insurance contracts.

### 8 Ownership and Close Links

Hastings Insurance Services Limited is wholly owned by Hastings (UK) Limited (registered in England and Wales number 06769523) which, in turn, is wholly owned by Hastings (Holdings) Limited (registered in England and Wales number 07162484) which, in turn, is wholly owned by Hastings Insurance Group Limited (registered in Jersey number 108490) ("HIG").

If we have arranged your insurance with Advantage Insurance Company Limited, which is wholly owned by Advantage Global Holdings Limited ("AGH"), we should tell you that AGH is also wholly owned by HIG.

Wherever we arrange a policy underwritten by Advantage Insurance Company Limited we will tell you of this connection before you commit to buy.

## 8a Several liability notice

If we have arranged your home insurance with AXA Insurance UK PLC and Advantage Insurance Company Limited, the following will apply. The obligations of AXA Insurance UK PLC and Advantage Insurance Company Limited under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

The Financial Services Compensation Scheme covers this policy.

## 9 Renewing your policy

At least 24 days before your policy end date we'll send you a notice of renewal letting you know that your policy is due to expire. In most cases, this notice will include an offer to renew for another year. To help you make an informed decision, any offer made will include key facts about your policy, any changes to the policy terms and an offer price.

In a small number of cases, your insurer may not make you an offer to renew your policy. If this happens we'll search our panel of insurers to try and find an alternative insurer for you. If we're able to find an alternative insurer, we'll include their offer in your notice of renewal. Likewise, we'll tell you if we're unable to find you an insurer.

If you're intending to accept a renewal offer, you must take reasonable care to ensure that your information contained in the policy is correct (this includes, but is not limited to, informing us of any motoring convictions, changes to annual mileage, overnight location of your vehicle or use of your vehicle). Failure to notify us of any required changes may result in your policy being cancelled or claims being refused.

### Automatic Renewal

We automatically renew most policies. This means that, unless you tell us otherwise, your new insurance cover will start on your renewal date. If we intend to automatically renew your policy we'll tell you on your notice of renewal.

In a small number of cases, we won't automatically renew your policy. We'll tell you on your notice of renewal if this is the case. Some of the reasons why we might not automatically renew your policy include;

- 1) You've previously told us you don't want to automatically renew your policy
- 2) Our panel of insurers won't insure you for another year
- 3) You've an outstanding debt on your current policy

If you don't want to renew your policy, or wish to opt out of the automatic renewal process, please let us know before your renewal date. You can contact our renewals team on 0844 856 8082.

### After renewal

You have a right to cancel your policy at any time.

If you pay for your policy by instalments, we'll continue to collect your premium on a monthly basis, using the same account details you gave to us the previous policy year.

If you pay for your policy by credit/debit card, we'll collect the renewal premium on the renewal date from the last card details you gave us.

## 10 Your Right to Cancel

**This section contains important notes about your rights of cancellation. You must read these notes carefully.**

You can cancel your policy at any time by sending written notice to the address given below.

We can cancel your policy by sending you a seven-day notice in writing to your last known address.

If your policy is cancelled, we will refund your premium as follows.

- If you or we cancel the policy within the 14-day withdrawal period, whether cover has commenced or not, we will refund the part of the premium you have not used subject to our cancellation fee of £25 and any charge made by the insurer. (Refer to your Certificate or schedule for details of the insurer's cancellation charges).

- If you or we cancel the policy at any other time, we will refund the part of the premium you have not used subject to our cancellation fee of £45 and any charge made by the insurer. (Refer to your Certificate or schedule for details of the insurer's cancellation charges).
- You may not receive a refund of premium if you have made a claim, or if one has been made against you, during the period of insurance. If you are paying by instalments and a claim has been made, you may have to pay the balance of the full annual premium

## Private Car, Motor Bike, and Van policies

We will only cancel a Motor Policy at your request if you meet the legal requirement to return the certificate of motor insurance to us. If you have lost the certificate of motor insurance, you must send in a completed written declaration confirming that you wish to cancel and no longer have the certificate of motor insurance in your possession.

### Optional Additional Products

The policies shown in bold below can be cancelled at any time. However, unless they are cancelled within the 14-day withdrawal period, they will be subject to no return in premium.

**Legal Expenses Insurance, Breakdown, Personal Accident, Family Legal Protection, Domestic Home Emergency, Windscreen, Helmet and Leathers, Keycover, Substitute Vehicle, Motor Excess Protector and Lifestyle Excess Protector.**

### Notes

- The address to return your policy document to is: People's Choice, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW
- The withdrawal period of 14-days commences from the time the contract is concluded. The contract is concluded, when you receive the documents from us. We are entitled to assume that documents have been received in accordance with accepted principles of law. That is: provided the document is sent to the correct address, documents posted first class on **business day one** are received on **business day two**.
- If you have a balance outstanding following the cancellation of your policy, the credit card used to pay the first instalment will be charged with the outstanding balance, as this card will be used to secure the premium payable for your insurance.
- **If you do not pay for your insurance you should show these details to the person who paid on your behalf.**

## 11 What to do if you have a complaint

We aim to provide all our customers with a high level of service and satisfaction, but if you wish to complain about any aspect of our dealings with you please contact us:

In writing - Write to our Customer Relations Department, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW

By phone Telephone us on 0844 879 3103

If we have been unable to resolve your complaint, you may be entitled to refer it to the Financial Ombudsman Service. Their details are:

Address	Financial Ombudsman Service, South Quay Plaza 183 Marsh Wall, London, E14 9SR
Telephone	0207 964 1000
Website	<a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

These procedures do not affect your right to take legal action if necessary.

## 12 Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme in the unlikely event we can not meet our obligations to you. This depends on the type of insurance, size of business insured and the circumstances of the claim.

Further information about the compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## 13 Introducer arrangements

A third party may have introduced you to us and for this the introducer may be paid a fee by us.