

## Terms and Conditions

### What you need to know

You should read this document carefully as it sets out the Terms and Conditions and other important information about our service which is separate from your contract of insurance.

By asking us to quote for, administrate and arrange your insurance policy you are assumed to have agreed to be bound by our terms and conditions.

### Who we are and who regulates us

Comfort Insurance is a trading name of Victor Millwell Insurance Agency Ltd (now referred to as we/us/our). Victor Millwell is an independent intermediary authorised and regulated by the Financial Conduct Authority. Our Firm Registration Number is 300281 and our address is Comfort House, 8 Goresbrook Road, Dagenham, RM9 6UR. You can check our details on the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by telephoning them on 0800 111 6768.

### The law and language used

These terms and conditions are subject to English Law and the jurisdiction of the English courts. The English language will be used for all communications including all other contractual terms and conditions that we are required to send to you before and during the life of the contracts you enter.

### What we do

Our permitted business activities include introducing, arranging, advising, dealing as agent and assisting in the administration of non-investment insurance and pure protection contracts. We offer products from a range of insurers. We will ask you questions to narrow down the selection. Sometimes we will only approach one or two insurers and make our recommendation after we have assessed your needs, we may also offer you products from a single insurer. These are optional covers which supplement your Main Policy. Please note that these products are unlikely to provide a refund in the event of cancellation due to the short policy term or premiums involved. Full details will be provided within the documentation we issue to you. Any optional cover will run concurrently with your main policy. In the event the main policy is cancelled the optional additional policy may also be cancelled.

### What to do if you need any help

Arranging and administering your insurance cover should be straightforward but it can be quite complex and confusing at times. If you need any help at all or need us to explain anything in more detail with you, please contact us and our staff will be happy to help you.

### Who can talk to us about your policy?

It is our policy to deal with your spouse, partner and any other person who is named on your current Certificate of Motor Insurance. If you would like someone else to deal with your policy on your behalf, please let us know.

What you need to do	Change policy	Cancel policy	Payment update
Policyholder	✓	✓	✓
Spouse or partner (named)	✓	✓	✓
Named driver	✓	✓	✓
Executor/lawyer	✓	✓	✓

### Data Protection

A named insured or an acceptable caller must pass data protection on each policy they wish to discuss.

### Your duties

You must take reasonable care that all information you give to us is provided fully, honestly and to the best of your knowledge at all times. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you discuss this with us. Once cover has been arranged, you must immediately notify us of any changes to the information that has been previously provided. Failure to provide correct information or disclosure of false information could result in:

- cancellation of your policy and your insurer will refuse to pay any claim, or
- Your insurer may not pay any claim in full, or
- Your insurer may revise the premium and/or change the compulsory excess, or
- the extent of your cover may be affected.

You must thoroughly read all insurance documents issued to you and ensure that you are aware of the cover, limits, exclusions and other policy terms that apply. Particular attention should be paid to any warranties precedent to the contract and policy conditions, as failure to comply with them could invalidate your insurance cover or result in a claim not being met. If you are unsure about what information you should disclose (or any other matter) you should contact us for guidance.

### Payment for our services

We usually receive a commission from the insurance provider with whom we place your business. In addition, we will also make the following non-refundable charges during the life of your policy (please note: our charges are in addition to any charges your insurer might make):

- Arrangement Fees
  - New Business £35
  - Renewal £35
- Mid-term alterations £35
- Duplicate documents £35
- Issue of Green Card £35
- Cancellation
  - within the cooling off period £40
  - outside of the cooling off period £45
- Default on Direct Debit £20

### Insurer Security

We do not guarantee the solvency of any insurer we arrange policies with and whilst we take care to deal with those that maintain reasonable solvency margins we cannot guarantee their financial ability to pay claims.

### How you can pay for your insurance

We will give you information about your payment options when you arrange your policy and when we invite renewal. We may offer the option to spread your payments by using our credit scheme or an insurers' instalment scheme. You should note that if you use a credit scheme you may be required to sign and return a credit agreement to the finance provider and failure to do this could result in the finance provider making a charge. Full details will be provided by us and/or the insurer. We are a credit broker and a lender, and this means that any finance agreement you enter is a contract between you and us and is separate to the insurance contract. Should you fail to keep up repayments on an instalment agreement or premium finance facility we will try to contact you to reach a resolve; if the repayments cannot be resolved, or we cannot contact you, we may issue notice of cancellation of the policy cover. We reserve the

right to collect payment of premium in certain circumstances, which may include but are not limited to, adjustments to policies, defaulted payments and balances owing following cancellation, using any credit/debit card details held. At all times credit/debit card details are held securely. For return premiums or refunds we will refund the debit or credit card details held on your file. We operate an automatic renewal process please see **"What happens when your policy is due for renewal?"** for more information.

#### **Insurance Premium Tax (IPT)**

Most policies will include IPT and where applicable it will be at the prevailing rate.

Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change. Some policies are not subject to IPT or may be subject to Value Added Tax (VAT). Should the rate of VAT be amended by the Government, your premium will be amended by the insurer to reflect the change. The amount of tax will be shown in your policy documents.

#### **Protecting your money**

Premiums we collect from you are held in an insurance broking bank account or dedicated client account used for the purpose of holding client premiums. In most cases insurance companies accept that monies paid to us are treated as being received by them (this is called Risk Transfer). However in some cases we will receive and hold premiums you pay to us until we pay insurers. Premiums received in this way are protected in a trust account until we pay insurers. We will assume that you consent to us using the accounts in this way, unless we hear from you to the contrary. We will remit the premium to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers. We do not pay interest on amounts accrued in the client accounts.

#### **Changing insurer**

If you have to change insurer mid-term and your new policy is placed back with us any amount you owe us from your previous contract(s) may be added to your new contract. This could include the amount being added to your direct debit instalment facility in order to spread the cost.

#### **Notification of claims**

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring that may give rise to a claim under your policy, you should notify the insurer direct as soon as possible using the contact details in your policy documents. When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and in any event, within 1 working day. We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all the elements of the claim with due care, skill and diligence. We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss. If there is any conflict of interest, we shall only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and you have given that consent. We will forward any payments received from insurers in respect of any claim, to you, without delay. We will notify you of any request for information we receive from your insurers.

#### **What happens when your policy is due for renewal?**

We will send you renewal notice in good time before the renewal date of your policy and this will explain what will happen and how to renew. Please note that if you currently pay by direct debit a policy is automatically renewed. If this renewal is and subsequently cancelled we will make a charge as outlined in **"Payment for our services"** to cover our administration costs and we may also make a charge as described in **"Your cancellation rights"** below. The first instalment of your direct debit payments will be collected from your bank account on the previously agreed preferred payment date.

There may be situations where your insurer is no longer able to invite renewal or we have an alternative product available, in which case automatic renewal may not take place. Full details will be provided when we write to you closer to the renewal date of your policy. When this happens we will provide you with details of the proposed new insurer(s), their premium and policy terms or if we are unable to continue offering insurance. We will also set out the steps you should take to transfer your insurance.

#### **Your cancellation rights**

Unless we tell you otherwise your insurance policy is a 12 month contract and customers who have arranged insurance outside of their trade or profession (consumers) will usually have the legal right to cancel policies for any reason within 14 days of receiving the full policy terms and conditions (this will be from the date of purchase for customers who buy online). You will be charged by the insurer as per their policy wording for any period of cover you have used and we will also make a charge as set-out in **"Payment for our services"**. Please note that some insurers may make an administration charge in addition to our charges. If any claim, or incident that might give rise to a claim, is notified then the full annual premium will be required and no refund of premium will be due.

#### **Cancellation terms (including cancellation beyond the 14 day "cooling off" period)**

You will always find full details of any insurer's cancellation terms within your policy documents. Cancellation of any direct debit agreement will not be accepted as an instruction to cancel your policy. Please be aware that some insurers may not allow a refund in the event of cancellation or they may charge **short period cancellation rates**. You should always refer to your insurers' policy wording for full details. If a policy is cancelled and it was being paid by instalments or direct debit it is likely there will be a shortfall. We will always provide details of any outstanding balance that might be due from you and it is your responsibility to pay the amount requested. Should cancellation take place outside of the 14 day "cooling off" period (or where the cooling off period is not applicable) you will be charged (where applicable) by the insurer as per their policy wording and we will charge you as outlined in **"Payment for our services"**. Policies voided or cancelled from inception by insurers will be treated as a "cancellation" and we will retain any commission and charges before returning any premium that may be due to you.

#### **Our right to cancel**

We reserve the right to cancel your cover at any time for any reason and reasons may include but not be limited to:

- Where we, or your premium finance provider, have been unable to collect payment
- Where you fail to send us information or documents that we have requested
- Where we reasonably suspect fraud
- Where staff are subjected to abusive language or behaviour

We will provide written notice to your last known address unless your insurer requires immediate cancellation takes place. Your insurer will charge as per their policy wording and we will also make the charges outlined in **"Payment for our services"**, **"Your cancellation rights"** and **"Cancellation terms"**. If any claim, or any incident that might give rise to a claim, is notified then the full annual premium will be required and no refund of premium will be due.

#### **Debts**

Your insurance policy is at risk of cancellation if you fail to make payment. Where cancellation takes place and a debt arises we will contact you to arrange payment. If payment is not made we will make a charge as outlined in **"Payment for our services"** to cover our administration costs. If you previously paid using a card we will attempt to collect any arrears from it. If you still do not make the full payment, or fail to reach an agreement with us to pay the balance, we may pass your details to a debt recovery agent and you will be responsible for all reasonable costs incurred in the recovery of the outstanding balance this includes debt collection charges levied against the value of the outstanding amount; the rate may vary but will be no more than 25% of the total amount due. If the initial debt recovery agent is unsuccessful the debt may be passed to another agency and then the rate may be more than 25%.

#### **What to do if you have a complaint**

We aim to provide the best service at all times. Occasionally things can go wrong and when they do we like to know about it and try to put things right. If you have a complaint please contact our customer support team on 020 8984 0777. Alternatively you can write to us at Comfort Insurance, 8 Goresbrook Road, Dagenham, RM9 6UR. If you are not satisfied with our response you may be able to approach the Financial Ombudsman Service for an independent review. You can reach them at: Financial Ombudsman Service, Exchange Tower, London E14 9SR or by telephone at 0800 023 4567 from a landline or 0300 123 9123 from a mobile. Full details of our complaints procedure are available on request.

#### **Claims against us**

Any claim you may have against us must be made against Victor Millwell Insurance Agency Ltd and not against any individual.

#### **Financial Services Compensation Scheme (FSCS)**

The FSCS is the UK's statutory fund of last resort for customers of authorized financial services firms. Compensation is usually payable if an authorized firm is unable or unlikely to meet its financial obligations for example because it has ceased trading or become insolvent. If we are unable to meet our

obligations, you may be entitled to compensation from the FSCS. Insurance arranging is covered for 90% of a claim, without any upper limit; however compulsory classes of insurance (such as motor insurance) are covered for 100% of the claim. Further information about the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning them on 0800 678 1100.

## Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy.

Please let us know if there are any changes to the information set out in the certificate of insurance or on your schedule. You must also tell us about the following changes:]

- A change to the people insured, or to be insured.
- Any Accident or claims within the last 5 years for any of the people insured, or to be insured
- Motoring convictions (driving license endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- A change of vehicle.
- Any vehicle modifications.
- Any change affecting ownership of the vehicle.
- Any change in the way that the vehicle is used.

If you are in any doubt, please contact us.

When we are notified of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

## Privacy Policy

### Introduction

Insurance is the pooling and sharing of risk to provide protection against a possible eventuality. To provide you with our service your information, including personal data, needs to be shared between different parties. This notice is designed to help you (including any person acting for you in obtaining, arranging and administering your insurance, or other persons named under the policy) to make an informed decision about using our services.

We have a commitment to respect your privacy and comply with data protection and privacy laws. It is our policy to explain how we will use and protect your information when you visit our Website or contact us.

If you have approached us via a comparison website you may already have given consent for your information to be shared with us, however we urge you to read our Privacy Policy for completeness.

If you are providing us with another person's data you should ask them to read our Privacy Policy. By giving us information about another person you are confirming that you have their consent to provide the information to us.

#### How we act

We act as the data controller in respect of your personal information and are committed to protecting your privacy. We will process the details you have given us (this includes information provided to us via a comparison website) in line with the UK's Data Protection laws and any other laws that apply.

If your quote originated from a comparison website you should be aware that they act as the data controller of the data that they collect on their site(s). When you click through to our website we will be the data controller of the information that we collect on our site.

#### Legal basis for processing

The collection of and processing of data about you and other persons connected with your insurance is necessary for the entering into and performance of a contract or contracts and this forms legal basis we have for processing information. We also have legal obligations to perform in which case processing of your information is necessary for compliance with the legal obligations to which we are subject, for example Proceeds of Crime Act 2002.

#### If you do not consent to processing

You are not obliged to provide us with personal information, **but we cannot provide our services without it.**

#### Your rights

You have the right to object to us using your personal information. You can do this at any time by telling us. We will consider your request and either stop using your information or explain why we are not able to. Further details about your rights and how you can contact us are provided below.

We reserve the right to amend or modify this privacy policy at any time and any changes will be published on this website.

#### Collecting and processing your personal information

For us to provide and administrate insurance quotes, insurance policies, and/or deal with any claims or complaints we need to collect and process information (including personal data) about you and any other individuals you may disclose. We may also process information classified as "special categories", which includes details about health and medical conditions, and criminal convictions.

Information you provide about other people will be processed on the basis that you have provided this information with their explicit consent.

The types of personal data that we process may include but not be limited to:

Individual details	such as name, address, contact details, marital status, date and place of birth, nationality, employer, job title, family details
Identification details	identification numbers issued by government bodies or agencies, including your national insurance number, employers reference number, passport information, tax and driving licence information, utility bills, certificates of incorporation (for businesses)
Financial information	bank account and payment card details, income, expenditure or other financial information
Risk information	information about you or other persons named or eligible to claim benefits under a policy in order to assess the risk to be insured and provide a quote. This might include data relating to health, criminal convictions or other special categories of personal data. For certain types of policy, this could include information such as telematics data.
Policy information	Information about the quotes you receive and the policies you arrange
Credit and anti-fraud data	see the heading "Credit Searches and fraud prevention" below.

Previous and current claims	Information about previous and current claims (including unrelated insurances) which may include data about your health, criminal convictions or other special categories of personal data. This may also include surveys.
Special categories of personal data	certain categories of personal data have additional protection under data protection laws. The categories are health, criminal convictions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric, or data concerning sex life or orientation. The special categories we collect relate to health and criminal convictions, however it is possible that special categories of data may be collected through our interactions with you, in which case we will ensure we meet the additional levels of protection required under the data protection laws.

In the event of a claim we may also collect information from third parties (such as the other party involved in the claim), witnesses, experts, loss adjusters, loss assessors, solicitors and claims handlers.

To ensure that your personal details are protected, you may be asked questions to confirm your identity before we can communicate with you.

We process personal data to provide you with our services, which include:

- Providing quotations and arranging your insurance cover
- Administering your insurance policies
- Claims processing or assisting you in your claim
- Processing renewals and adjustments
- Complying with our legal or regulatory objectives
- Debt collection
- Help improve our customer service

We will disclose your information to insurers, intermediaries, our service providers, contractors and agents and group companies that perform activities on our behalf for these and other purposes described in this policy.

To help improve customer service and for quality control and training purposes, calls may be recorded and monitored.

### **Credit searches and fraud prevention**

We may exchange your personal data with or carry out checks with credit reference agencies, fraud prevention agencies, and other public and privately available sources of information. These checks may include electoral roll and credit information (including credit history and credit score), sanctions and details of criminal offences. Insurers may also perform these checks as well. We perform these activities to check your identity, assess credit worthiness, help prevent fraud and money laundering.

Insurance credit checks are registered as general insurance searches and may be viewed by other companies when you apply for credit or insurance. These searches should not harm your credit profile or adversely affect your credit profile.

These checks may be performed at any stage of the quote, purchase process or when your insurance is due for renewal. This may happen regardless of whether you get a quote via the internet or phone.

If you make an application for credit the premium finance provider may perform a full credit check.

You should also be aware that some insurance companies exchange information through various databases, including the Claims and Underwriting Exchange (CUE) which holds a record of incidents reported to insurers, which may or may not have given rise to a claim. This exchange of information enables insurance companies to verify the information that is provided during the quote process (including information about any third party who is named on the policy), and also helps to prevent fraudulent claims.

If you deliberately misrepresent or provide false or inaccurate information and we suspect fraud we will record this on our own data bases and may exchange it with fraud prevention agencies or other authorities, for example the Police.

### **Retention of your personal data**

We will keep your personal data for so long as is necessary and for the purpose for which it was collected. In particular, for as long as there is any possibility that either you or we may wish to bring a legal claim or a complaint under your insurance, or where we are required to keep your personal data due to legal or regulatory reasons.

### **International transfers**

When we pass your personal data (including special categories of personal data) to insurers, their agents, intermediaries or other service providers you should be aware that they (including their affiliates or sub-contractors) may have offices located outside the European Economic Area (EEA). Transfer of your information should be made in compliance with the applicable data protection laws to ensure your information is properly protected. Your policy documents will set out how your data is used and whether it might be transferred outside the EEA. You should also be aware that those parties and ourselves might use the services of digital storage providers because of the amount of data we collect and process. We ensure that appropriate measures are in place to ensure we only use the services of those providers who meet the standard expected in the applicable data protection laws.

### **On-line information**

When you visit our website, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our website, improve customer journeys, and for anti-fraud purposes.

### **Your rights**

You have the right to:

- Object to us using your personal information. We will either agree to stop using it or explain why we are unable to.
- Ask for a copy of the personal information we hold about you (some exemptions apply)
- Ask us to update or correct your personal information to ensure its accuracy
- Ask us to delete your personal information if it is no longer needed for the original purpose
- Ask us to restrict the use of your personal information in certain circumstances
- Ask for a copy of your personal information so you can use it for your own purposes (data portability)

### **Complain**

if you are concerned about how we have used or processed your information or if you feel your personal information has been mishandled. You can write to us directly at Data Access Team, Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham RM9 6UR or you can complain directly to the Information Commissioner's Office (ICO), details can be found here (<https://ico.org.uk/concerns/handling/>)