



Terms Of Business

Our Service

In arranging insurance for our customers, we act as an Independent Intermediary. Comfort Insurance is a trading name of Victor Millwell Insurance Agency Limited who are authorised by the Financial Conduct Authority (FCA). Details of our status can be checked by visiting the FCA website at www.fca.org.uk or by telephone on 0800 111 6768. Our service includes 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. We can also assist you with making a claim.

Whose products do we offer?

We only offer products from a limited number of insurers for motorhome and travel insurance. A list of insurers we offer insurance from is available on request. For other insurances we offer products from a range of insurers.

Quotations

Quotations are valid for a period of 30 days. If not taken up within this period you should contact us for a revised quotation. Final acceptance of the risk remains at the discretion of the insurer and is subject to satisfactory completed Proposal Form or Statement of Fact, and any other documentation requested.

Disclosure

You must take reasonable care to provide complete and accurate information to us and your insurer, when you take out your insurance policy, throughout the life of your insurance policy and when you renew your insurance policy. Failure to provide correct information or disclosure of false information could invalidate your insurance, result in a claim not being paid and/or an additional premium being charged. You must check all details on any proposal form or statement of facts (note: in some cases an assumption may have been made), and notify us immediately if any information needs to be corrected.

The answers or statements you have provided will be shown and they must be given to the best of your knowledge and belief.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents, are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a certificate of motor insurance.

Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as "Spent".

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

If you are in any doubt about whether information is material, you should disclose it.

Confidentiality and data protection

All personal and sensitive information about our customers is treated as Private and Confidential.

We will only use and disclose the information we have about customers in the normal course of arranging and administering their insurances, and will not disclose any information to any other parties without their written consent. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our customers is correct, and shall use it to provide quotations when policies fall due for renewal. I the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

We may pass information about you to credit reference agencies for the purposes of arranging payments by instalments, and may also pass to them details of your payment record with us.

Under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other related queries, you should write to us at the above address.

Motor and home insurance anti-fraud registers

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims.

In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the Registers.

Motor Insurer Information Centre (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance. We are required to update this Database to strict deadlines, and as a result we cannot allow any days of grace at renewal of the policy.

Use for marketing purposes

We may use information held about you, to provide you with information about other products and services that we feel may

be appropriate to you, by email, telephone, post or other means.

You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address.

Claims & Breakdowns

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.

In the unlikely event of breakdown service being refused (where breakdown cover is in place) payment should be made at the time and subsequently recovered by providing proof of cover. Please note that Homestart service does not commence until 24 hours after cover has been accepted.

Complaints

It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet these standards, please contact the member of staff you were dealing with, either verbally or in writing. They will take details of your concerns and we will then acknowledge in writing, advising you of who is dealing with the matter. A copy of our full Complaints Handling Procedures is available on request.

Cancellation rights (The mediation contract)

The Mediation Contract is the agreement between you and us for the insurance mediation services that we provide to you in respect of your insurance requirements.

Once you have entered into the Mediation Contract with us, you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the Mediation Contract. The duration of this cancellation period is 14 days and commences from either:

the day of conclusion of the Mediation Contract; or
the day on which you receive the Mediation Contract detailing the full contractual terms, conditions and information of the contract; whichever is later.

To cancel this Mediation Contract within the cancellation period, please write to us at the above address. If you do cancel this Mediation Contract within the cancellation period, you may be charged a proportion of any of our fees that you have incurred. This Mediation Contract can be cancelled at any time by either party in writing by giving 7 days notice. If you wish to give notice of cancellation, please write to us at the above address. If we wish to cancel this Mediation Contract we shall write to you at the last known address we have for you on our records. If you decide to cancel the Mediation Contract with us at any time other than during the cancellation period, we will retain a proportion of the fees that you have paid*

Premiums and financial aspects

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 091182.

We normally accept payment by cash, guaranteed cheque or the following credit/debit cards:

Visa
Mastercard
Maestro/Visa Debit
Delta

You may be able to spread your payments through insurers' instalment schemes, a credit scheme with a third party finance provider, or a facility we have arranged ourselves. We will give you full information about your payment options when we discuss your insurance in detail.

Premiums that we collect from you are held in a non-statutory trust bank account specifically used for the purpose of holding client premiums. This account enables us to extend credit to our customers. By virtue of agreements we hold with insurers, we collect premiums as agent of the insurer. Therefore, once we have collected premiums from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer. We will remit the premiums 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 money account.

Fees & Charges

A charge of up to £20 is payable for all mid term changes (other than policy cancellation, which is subject to a fee of up to £25) and for the issue of duplicate documents. An administration charge of £20 will be made for each Green Card issued. This is in addition to any charge which may be levied by Insurers for Green Cards issued outside normal policy criteria. Charges are not refundable.

We will charge a 1% fee for payments made with a credit card

A charge of £10 is payable in the event of any default on Direct Debit payments, or for any cheque returned by the bank as unpaid.

In the event of a debt you will be responsible for all reasonable costs incurred in the recovery of any outstanding balance (including the employment of a debt collection agency and all potential legal costs) Debt collection charges will be levied against the value of the outstanding debt, the rate may vary but will be no more than 20% or £25, whichever is the greater. All fees will be inclusive of any applicable tax that may be levied from time to time.

All documents are sent as standard via email. If you wish to receive your documents via post there will be a charge of £10 to so.

Return premiums

Return premiums usually arise if an insurance risk is reduced or a policy cancelled.

On a return premium, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you.

If applicable to your policy, any additional premiums paid in respect of Horizon Advantage, Advantage Plus, Legal Expenses or Horizon Home Comforts optional Annual Travel extension are annual charges and no refund of premium applies to these portions of the premium paid.

In view of the costs involved, we will not issue any return premium that is less than £10 (after deducting reclaimed commission).

If a policy is cancelled, we will refund any return premium due (after deduction of the commission and our charge).

Policy terms, conditions and warranties

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

Renewal premiums paid by instalments

In good time before the renewal of your policy, we will provide you with the renewal premium and terms for the coming year. If you have not contacted us before renewal date, we shall renew the policy automatically on your behalf. If you do not wish to renew the policy, please let us know as soon as possible. We should also advise you to cancel your direct debiting instruction with your bank prior to renewal date.

If it is your intention to renew the policy, no action is required by you, and the policy will renew automatically. We shall send your new certificate of insurance to you.

Financial Services Compensation Scheme (FSCS)

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 the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Compulsory classes of insurance, e.g. third-party motor, are covered in full. Further information about compensation scheme arrangements is available from FSCS

Governing law

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

Other taxes or costs

Other taxes or costs, or both, may exist in relation to the products and services offered by us that are not paid through, nor imposed by, us.