



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 a RH 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 date you accept a quote for a RH Policy.

Please contact us if there is anything in this document which you do not understand. If you have received your documents electronically, we will be pleased to provide paper copies on request and at no additional charge.

Who are RH?

RH is a trading name of A-Plan Holdings who 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 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 (ERS SSL) 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 ERS Syndicate 218 at Lloyd's ('your insurer'). ERS 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 is 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. 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 purchased.

How we are paid?

When you accept the quote, we will receive commission from ERS Syndicate Services Ltd. 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 for the insurer. Where the insurer refunds all or part of a premium (for example when a policy is cancelled), the refund, if applicable will be paid to you by ERS SSL.

Cooling-off period

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

Introducers

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



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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

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

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

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 adjusters, 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.

Motor Insurance Database

Details of all motor insurance policies taken out in the United Kingdom are automatically added to the Motor Insurance Database (MID), which is managed by the Motor Insurers' Bureau. This database may be consulted by authorities such as the police to identify uninsured drivers and by the Driver & Vehicle Licensing Authority (DVLA) in connection with its Electronic Vehicle Licensing operations. Further information is available at www.mib.org.uk

Insurer security

We place your business with insurers whom we believe to be reliable and of good financial standing. However, we cannot be held liable if an insurer that we recommend subsequently cannot meet their obligations. You are still responsible for paying any premium or part premium due.

Conflicts of interest

Occasions may arise when we or one of our clients have some form of interest in the business being transacted for you. If this happens, or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

Vehicle cover

It is your responsibility, under the Road Traffic Act, to ensure you have a current, valid Certificate of Motor Insurance or cover note before you use or permit someone else to use your vehicle on the public highway. If your current cover



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note or Certificate of Motor Insurance expires, you must contact us immediately, as you may not have any insurance cover until we can issue a replacement cover note or Certificate of Motor Insurance.

Driving licences

It is your responsibility to ensure that you and all named drivers hold a valid driving licence for the insured vehicle(s). Failure to hold a valid licence may invalidate your insurance.

Drink/drugs clause

The insurer will refuse a claim if, at the time of an accident, the vehicle is being driven by a person under the influence of alcohol or any other substance that would adversely affect their ability to drive.

Continuous Insurance Enforcement (CIE)

Continuous Insurance Enforcement (CIE) means your vehicle must be continuously insured, or a 'Statutory Off Road Notification' (SORN for short) be sent to the DVLA. If your vehicle is not on the MIB database (which can be checked on www.askmid.com), you may be liable for a fine and even prosecution – and your vehicle may be clamped. For further information, please visit www.gov.uk/vehicle-insurance/uninsured-vehicles. (Please see 'Motor Insurance Database' above for more details.)

European use

If you wish to take your vehicle abroad, you must contact ERS SSL before you travel so that they can arrange for your UK insurance to cover you to drive abroad by arranging the issue of a Green Card.

Complaints

Should you have any cause for complaint relating to our servicing, 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

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.

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.