



Terms and Conditions of Business

About Us

Ladybird and Ladybird Insurance Services are trading names of Right Choice Insurance Brokers (RCIB). These Terms of Business are to be read in conjunction with our [Privacy Policy](#), your insurer's Policy Wording, Insurance Product Information Document (IPID), Schedule and Statement of Fact.

IMPORTANT - If the policy has been purchased online, we must speak with you to validate the details you entered via the website within SEVEN days of purchase. If we are unable to speak with you during this time, the policy will be cancelled. If, following these validation checks, it transpires that you have entered your details online incorrectly, you may have to pay an additional premium or the policy could be cancelled. If your policy is cancelled our cancellation charges will be incurred as detailed below. Please also note below there may be an increased excess applicable for young or inexperienced drivers.

Regulation

Who authorises and regulates us?

Right Choice Insurance Brokers Ltd of St James House, 27-43 Eastern Road, Romford, Essex, RM1 3NH, is authorised and regulated by the Financial Conduct Authority. Our registration number is 475620. This may be verified on the Financial Services Register by visiting the FCA's website, [here](https://register.fca.org.uk) (<https://register.fca.org.uk>)

Which services will we provide you with?

We are an insurance intermediary, otherwise known as an insurance broker. You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed. A list of the insurers we deal with is available on our website.

Who do we act for?

We act as your agent for sourcing and placing insurance business and in the event of you notifying a claim to us. We will act as the insurer's agent for the purposes of cancelling the policy, collecting or refunding premiums or as otherwise informed.

How we are paid?

When you take out or renew a policy with us or make a change to an existing policy, we charge you a fee for the services we provide as detailed below. In addition, the insurer pays us commission which is a percentage of the annual premium after the policy starts. Details on this commission are available upon request. If your insurer is Aviva, they will also calculate the profits made on the policies we sell on an annual basis and may make a payment to us based on this profitability. We may also receive a marketing allowance in relation to the number of motor legal expenses policies provided.

Referrals from other brokers

We may make a payment to any referring broker if you take a policy out with us, this will not affect your premium. Details are available upon request.

Protecting your money

We hold your premium (payment or refund) in a trust account as agents of the insurer. It is considered as being held by the insurer whilst in this account – this is known as 'risk transfer'. Whilst it is in the account, your money cannot be used for any purpose other than paying the insurers or any brokers through whom we may have arranged your insurance, or in the case of premium refunds, returning the money to you. Any interest earned on the account is retained by us.

What to do if you have a complaint?

We aim to provide excellent service to all our customers, but occasionally things can go wrong. If this happens please let us know so we can do everything we can to put it right. If you wish to make a complaint, please contact us by email at info@ladybirdinsurance.co.uk by telephone on 01527 390 234, or by writing to: Ladybird Insurance Services, Suites K&L, Canon Newton House, Kingfisher Centre, Redditch, B97 4HA.

If you remain dissatisfied you may be able to refer your complaint free of charge to the Financial Ombudsman Service (FOS) (www.financial-ombudsman.org.uk). Full details of our complaint handling procedures are available upon request.

When we act on behalf of a Lloyd's syndicate and you remain dissatisfied with our response you can refer your complaint to Lloyd's to investigate: Complaints Team Lloyd's, One Lime Street, London, EC3M 7HA.

By email: complaints@lloyds.com By phone: 020 7327 5693

Website: lloyds.com/policyholder/policyholder-complaint Details of Lloyds' complaints procedures are available at this web address or by contacting Lloyds as above.

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

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about the compensation scheme is available from the Financial Services Compensation Scheme.

Fees & Charges

Our professional charges are as follows – all of these are separate and in addition to any insurance premium, insurer charges, premium finance provider fees or interest charges:

Type of Charge	Amount	Reason for the charge
Arranging a new policy or renewal	£75	To cover the costs in arranging and setting up your policy.
Voidance of a policy	No refund is given for deliberate or reckless misrepresentation	To cover the costs of voiding the policy with the insurer, issuing documentation and/ or correspondence.
Making a change to a policy which results in either no change in the premium or an additional premium*	£35	To cover the costs of making an adjustment to the policy and issuing documentation/ correspondence.
Making a change to a policy which results in a return of premium*	10% of return premium + £35	To retain the agreed upon commission and cover the costs of making an adjustment to the policy and issuing documentation/ correspondence.
Cancellation of a policy**	£60 plus time on cover charge 10% of any refund As detailed in cancellation section	To cover the cost in cancelling the policy and administering any further correspondence.
Incorrect information supplied/ non-disclosure identified on the policy***	£45	To cover the costs of check to identify any errors, issuing documentation/ correspondence or adding onto the policy.
Administration of a dishonoured payment	£20	To cover costs in relation to any cancelled or failed finance payments and issuing documentation/ correspondence.
Early settlement or cancellation of finance agreement if paying by instalments	£25	To cover costs of liaising with the finance company, issuing documentation/ correspondence relating to the finance agreement.
Debt Collection	20% is added to the amount sent to debt collection. (Further information below).	To cover the costs of liaising with the debt recovery company, issuing documentation/ correspondence relating to the debt.

* Any change to your policy is at the discretion of the insurer.

** The cancellation terms apply to policies cancelled at your request or where cancellation is actioned by us or the insurer. This includes cancellations as a result of post sales validation, whereby a non-disclosure is identified.

*** Fee is applicable whether the amendment is made and/ or if the policy is cancelled by us or yourself, both within and after the 14-day cooling off period.

Cancellation of your Policy

To cancel your policy please telephone our Customer Services Department on 01527 390 244 or email info@ladybirdinsurance.co.uk in the first instance. They will advise you of the process required for your insurer or can help you look for alternative cover if appropriate. Cancelling your instalment plan **DOES NOT** cancel your policy and the payments made to date are unlikely to cover costs in the event of cancellation. Any remaining balance can be cleared in one payment or you must continue with the instalments until repaid. We will withhold proof of any No Claims Bonus until the balance is paid. Cancellation fees and costs apply whether the policy is cancelled by you or us, regardless of reason. If there has been ANY claim or potential loss the full premium will be payable with no refund due – please refer to your policy booklet. Refunds of less than £10 will be retained by us due to the administrative cost of returning these. Optional add-ons are also cancelled if the main motor policy is cancelled. If there is any premium refund due back to you, we will process this refund within 30 days of the policy being cancelled. However, if there has been a claim on the policy that we were unaware of at the time of issuing, you will need to repay any refund given. We may communicate any cancellations by email, so please ensure the email address you provide us with is correct and kept up to date.

Within the first 14 days or before the policy starts

You have the right to cancel within 14 days of when you purchase your new policy, or from when you receive your policy documents, whichever is later, and within 14 days of the renewal date for renewed policies. The insurers will pay a pro-rata refund

of premium, subject to a minimum charge, and we will refund any policy set-up charges. We will deduct a cancellation fee as noted in the table above.

Day 15 onwards

There will be a charge for the time you have been covered by your insurance. Full details of this can be found in your policy booklet. We will then refund any amount we owe to you after deduction of our fees. We will charge our cancellation fee and reclaim our commission as noted in the table above. Premiums for optional add-on are non-refundable after the 14 day cooling-off period.

Young and inexperienced drivers

If you are aged under 25, or have held a full UK/EU Driving Licence for less than 12 months then additional excesses will apply. Please refer to your policy booklet for full details.

Documentation

You may be asked to provide documentation following the purchase of your policy. We may require - proof of no claims bonus, a copy of your or a named driver's driving licence, driving licence check codes for anyone named on the policy, proof of ownership of the vehicle or any other applicable documentation. This may be requested at any time during your policy period. Failure to provide requested documentation could result in additional fees and/or premium being due, or cancellation of your policy.

Instalment payments

It is possible for us to arrange finance as a method of paying for your premium. In these circumstances we act as a credit broker in arranging this finance. When arranging instalments, we act as a credit broker and not a lender. We only offer instalment facilities from Close Brothers Premium Finance (CBPF) and Premium Credit Ltd (PCL).

To assess your application CBPF & PCL will carry out an Anti-Money Laundering assessment and may use credit scoring, credit reference agencies and automated decision-making systems. If CBPF or PCL cannot validate your application, they will be unable to provide finance for your premium. If the application is declined the premium will be payable in full.

We will receive a commission from CBPF & PCL for referring you to them – details are available upon request. Once credit has been provided, if you do not keep up with your repayments you may incur further charges and the credit agreement and insurance policy may be cancelled, this may be recorded on your credit file and could affect future applications for finance. If your policy renews at the end of the policy period a new credit check will be run to assess your suitability for finance prior to your renewal date. You may contact us to cancel your credit agreement without penalty within the first 14 days, but the insurance premium will become immediately payable in full. If possible, we will add any additional costs or charges incurred throughout the policy to your monthly instalments, however, if we cannot do so for whatever reason, these must be paid at the time of the change. In the event of a claim, instalments MUST continue to be paid until the FULL premium and charges have been settled. If you default on your credit agreement and the contract is cancelled, any outstanding balance will be owed to RCIB, rather than CBPF or PCL.

If you are paying your instalments via PCL.

Premium Credit will send you a credit agreement, you must sign this to prevent a £10 charge being added, so just remember to do that when you receive it. You can set up a Premium Credit account online or download the 'My Premium Credit' app to do this.

Please note that in the event of a claim, the full premium becomes payable immediately. At our discretion it may be possible for us to deduct the outstanding balance from your claim settlement or for you to continue making your monthly payments.

No Claims Bonus Protection (where available)

No claims bonus is applied as a percentage discount to your insurance premium. In protecting your no claims bonus you are protecting this percentage discount, not the overall price of the policy. Should you make a claim against your policy whilst no claims protection is in force, your renewal price may still increase.

Accuracy of information

You must provide us with honest and accurate information to the questions we ask and inform us of any changes to the information previously supplied. If you withhold information or answer questions dishonestly you may have your cover reduced, be charged a higher premium or have your policy cancelled or voided and any claims may not be paid.

Your Duty of Fair Presentation (Commercial Vehicle Policyholders only)

You are required to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This may require you to obtain information from senior staff within your organisation, other parties to whom the insurance relates or who undertake any outsourced functions for your business (e.g. solicitors, accountants etc.). You must disclose every material circumstance which you know or ought to know may affect the insurance cover. Failing this you must disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that information provided is correct to the best of your knowledge and representations must be made in good faith. If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied or a claim may be refused or reduced. In some cases this could result in your policy being declared void by an insurer and if there has been a deliberate or reckless breach there will be no refund of premium. Please ask if you require clarification.

Continuing payments

Whenever you provide us (or the cardholder if this is not you) with your credit and/or debit card details you are entering into a continuous payment authority.

Continuous payment authority gives us the right to take payments from the card(s) on a date of our choosing and take payment from the card(s) for different amounts.

We reserve the right to use continuous payment authority to collect payment for mid-term changes, defaulted instalments and balances due to us following cancellation of your policy. Where we intend to use your continuous payment authority for this purpose, we will inform you in advance of us doing so and we will tell you the amount involved, so you must make sure the cardholder is informed if they are a third party.

You can cancel this authority at any time by contacting us and letting us know that you would like to withdraw your permission for money to be taken from the card(s). You also have the right to cancel the authority directly with the card(s) issuer.

Renewal of your policy

You will receive a renewal invitation from us and this will normally be issued 21 days prior to your renewal date. Insurers do not provide a period of grace to renew your policy.

Privacy Policy & Use of Driving Licence Data

Your details will be held on our system to assist with the administration of your policy and will also be passed to your insurers. We and they may share it with other insurers and fraud prevention agencies including the police and credit reference agencies. We and other organisations may also search these agencies and databases to help make decisions about the provision and administration of insurance, credit and related services for you and members of your household; trace debtors or beneficiaries; recover debt; prevent fraud; manage your accounts or insurance policies and check your identity in order to offer you the most competitive premium. If you and/or any named driver provide us with your Driving Licence Number(s) (DLN), you/they consent to us accessing information about the licence status, entitlements and restrictions and any endorsements/convictions from the DVLA both now and at renewal. This information will ONLY be used by us or passed to authorised third parties for the administration of your insurance policy. For information about driving licence data please visit [here](#). Which is available online at <https://www.gov.uk/view-driving-licence>.

Full details of what data we hold about you and how this is used can be found in our [Privacy Policy](#) which should be read in conjunction with this document. By accepting this Terms of Business you also accept our [Privacy Policy](#) which is available online, by clicking the links noted previously or upon request.

Governing law

The laws of England and Wales govern this agreement and any dispute is subject to the jurisdiction of the English courts.