

## Vavista Terms of Business

[www.vavista.com](http://www.vavista.com)

The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

### **Accepting our Terms of Business**

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

Please read these terms carefully. If you have any questions about this Terms of Business document or have any questions regarding our relationship with you, please contact us.

### **About Vavista Car Insurance**

Vavista is a trading style of Eldon Insurance Services Ltd who are authorised and regulated by the [Financial Conduct Authority](#). No 477112. Registered in England and Wales number 6334001 Registered Office: Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ.

Eldon Insurance Services Ltd permitted business is advising and arranging general non-investment contracts and credit broking in relation to insurance instalment facilities. You can check this on the FCA's Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082.

### **Our Status and the Services Provided**

We are an insurance intermediary offering a non-advised service. This means you are responsible for deciding whether a policy meets your demands and needs and is suitable for you. Our service includes but is not limited to arranging your insurance cover and helping you with ongoing changes.

### **The Capacity in which we are acting**

We act as your agent in arranging and administering your policy. When claims handling, we act as an agent of the insurer.

### **Insurer security**

The insurers we use are regulated and required to hold adequate capital resources. We cannot guarantee the solvency of any insurer we place business with. If you have any concerns about your insurance company, please contact us.

### **Credit Searching and References**

To make sure that the insurers can provide you with their best price, ascertain the most appropriate payment options for you and to protect you from fraud, they will use public and personal data from a variety of sources, including a credit reference agency and other organisations. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed, helping to trace debtors, and preventing fraud. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring calculations are used the acceptance or rejection of your application will not depend only on the results. By applying for a quotation, you agree to these uses of your information. The insurers' search will appear on your credit report whether or not your quotation proceeds to application, but it won't harm or adversely affect your credit profile. However, the search carried out by the finance lender will place a search footprint on your credit file and this may be seen by other lenders.

### **Anti-Fraud Registers**

We will pass details to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Motor Insurers' Bureau (MIB), to check the information provided and prevent fraudulent claims. When dealing with your request for insurance these registers may be searched. If we identify a discrepancy on the aforementioned registers which does not correspond to the information you have

provided, we will apply the correct information. Where applicable, your insurer may charge an additional premium. We will also apply the charge(s) as set out in the 'Policy and Administration Charges' section of this document. Where as a result of us applying the correct information, your insurer cancels cover, we will calculate any refund of premium in accordance with the 'Cancelling your Insurance' section of this document. Under the conditions of your policy, you must inform us of any incident (such as an accident or a theft) which may, or may not, give rise to a claim. When you inform us of an incident, we'll pass the information relating to it to the registers.

## Your Responsibilities

### Answering Questions

Vavista expects you to provide complete and accurate information when you take out your insurance policy, throughout the lifetime of the policy and when you renew your insurance. When purchasing, amending and renewing your insurance policy, you must take care to answer all questions honestly and to the best of your knowledge. If you don't answer the questions correctly, your policy may be cancelled or void and/or your claim rejected or not fully paid. If you are unsure of your answer to a particular question, you should make reasonable efforts to obtain the information required to answer it correctly.

If you need help with any of the questions, please see the accompanying help text or the frequently asked questions. If you cannot find what you need, please contact us. Before you purchase your policy, please carefully check your answers to ensure they are correct. If there are any inaccuracies, please correct them before you pay for your policy. You will be sent a Proposal Form/Statement of Fact confirming the information you have supplied, with your policy documents. Please make sure that all the information shown is correct. If you notice any inaccuracies, please contact us to make the required amendments immediately. Depending on the changes made, your premium may alter and your cover adjusted. We will inform you if this happens. Always keep copies of correspondence sent or received concerning your insurance. 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're not required to disclose convictions regarded as spent.

### Documentary Evidence

To provide you with competitive prices and to combat fraudulent applications and claims our insurer partners may require us to validate driving licences and proof of No Claims Discount on their behalf. **Failure to provide us with this evidence, if requested to do so, within 21 days of the start date of your policy will result in your insurance policy being cancelled.** If your policy is cancelled for this reason, we will calculate any refund of premium in accordance with the 'Cancelling your Insurance' section of this document. Further details of what we require from you is available at <https://vavista.com/information/legal/car/validations/>.

### Driving Licences

If requested to do so you must send us copies of the following documents for all drivers named on the policy:

- Licence Summary or an active licence check code, both are available from <https://www.gov.uk/view-driving-licence>
- Last 8 characters of the driving licence number
- Front of the Driving Licence Photo Card.
- Rear of the Driving Licence Photo Card.

recommend that you scan/photograph these documents and send them to:

[documents@Vavista.com](mailto:documents@Vavista.com) or alternatively you can post them to: Vavista, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ.

If you prefer to send copies by post we recommend that you use recorded delivery and track the progress with Royal Mail as your policy will be cancelled by us if it is not received within 21 days of the start date of your policy. Please do not send the original licence. We cannot accept responsibility for any loss or non-return of original licences. If on receipt of proof of your Driving Licence(s) and an active licence check code(s) we identify a discrepancy which does not correspond to the information you provided, we will apply the correct information.

Where applicable, an additional premium will be charged by your insurer. We will also apply the charge(s) as set out in the 'Policy and Administration Charges' section of this document.

### **No Claims Discount**

Please note that if you have taken out your policy on the basis of having earned a No Claims Discount (NCD) we may require written proof within 21 days of the start date of your policy. We recommend that you scan your proof and email it to us at [documents@Vavista.com](mailto:documents@Vavista.com) if you are sending proof of No Claims Discount by post we recommend that you send it by recorded delivery to ensure that we receive it in time and can track its progress. We are only able to accept a No Claims Discount that is:

- Previously earned on a private car
- Previously earned for company car driving history (subject to a letter from your employer detailing the number of claim free years)
- Less than 2 years old and must be in the policyholder's name
- Earned within the European Union (provided in English by a sworn translator) – (limited insurers please check if your insurer will accept this)
- Stated in years and not as a percentage
- Not being used on another policy (No Claims Discounts can only be used on one policy at a time)

We cannot accept a No Claims Discount that does not meet the above criteria.

If on receipt of proof of your No Claims Discount we identify a discrepancy which does not correspond to the information you provided we will apply the correct information. Where applicable an additional premium will be charged by your insurer. We will also apply the charge(s) as set out in the 'Policy and Administration Charges' section of this document.

If you do not provide us with valid proof of your No Claims Discount within 21 days of the start date of your policy, then your policy may be cancelled or you may be able to remove the discount and pay an additional premium. This will not be automatically processed on your policy, you must call Customer Service to make this change. We will also apply the charge(s) as set out in the 'Policy and Administration Charges' section of this document.

Where as a result of a reduction in No Claims Discount, your insurer decides to withdraw cover; we will calculate any refund of premium in accordance with the 'Cancelling your Insurance' section of this document.

### **Renewal**

Under certain circumstances and to make the process of renewal easier we can automatically renew a policy and take payment by the same payment method as the previous year. We will always write, via your preferred method of communication, to advise you before we automatically renew any policy and give you the opportunity to contact us to cancel the renewal.

If your policy is not eligible for automatic renewal we will write, via your preferred method of communication, to you prior to your renewal date to remind you that your renewal is due and to advise you how much the new premium will be. You will need to contact us to arrange your renewal.

## Check your Documents

### **Awareness of Policy Terms**

When you take out a policy we will send you a Proposal Form/Statement of Information which shows the information you have supplied to obtain insurance cover. Please check this carefully and inform us immediately of any errors. You should also check the Schedule, Insurance Product Information Disclosure document/Key Facts, Policy Wording and Certificate of Motor Insurance, as these documents form the contract of insurance with your insurer(s). If you make any changes to your policy, or add additional information we will send you a copy of the revisions. You will have the opportunity to correct any errors, but please be aware that this could result in an additional premium being charged by your insurer(s) and an administration charge by ourselves.

Breach of any terms, conditions or warranties may enable your insurer(s) to terminate your policy, or repudiate a claim under your policy. If there is anything you do not understand please contact us for help.

### **Cover**

The Policy Wording is available to read and download online. Please check that the cover being provided to you is the cover you need. Your policy will be based on the answers you have provided during the quotation process. It is your responsibility to provide accurate information when you take out, change or renew your insurance policy. If you make any changes to your policy during the period of cover you will be advised prior to making these changes of any revised policy terms and conditions that may apply.

If your existing Certificate of Motor Insurance has expired, no cover will exist until a replacement Certificate of Motor Insurance has been issued. Once you have purchased your car insurance cover you'll be sent an email confirming cover details. We recommend you keep copies of all communications from GoSkippy Car Insurance for your records.

### **Road Traffic Act**

You're reminded that it is your personal responsibility under Road Traffic Act legislation to ensure that before using or permitting the use of a vehicle on the public highway, you're in possession of a current valid Certificate of Motor Insurance.

## Charges and Cancellation Process

### Policy and Administration Charges

We charge a fee at policy outset and a fee to administer any changes to your policy. We also charge a fee if your policy is cancelled. If you choose to pay by Direct Debit we will charge a Direct Debit set up fee. Please note that any cancellation charges listed herein are the charges we make; your insurer may also charge a cancellation fee in addition. Please ensure that you carefully read the policy wording from your insurer to ensure you are aware of any such charges.

### Annual policy arrangement fee

The fee payable will be dependent on the insurer who the business is being placed with. The fee is calculated as a percentage of insurer calculated premium and the result of individual risk calculations based on information provided by you in your quotation for a policy. The monetary amount of any such fee will be disclosed to you prior to you purchasing/renewing the policy.

### General Administration

Mid-term adjustments prior to inception	£25.00
Mid-term adjustments after inception	£50.00
Mid-term adjustments processed on our Online Portal	£35.00
Direct Debit arrangement	£50.00
Non-standard letters	£10.00
Cancellation Charge prior to inception	£25.00
Cancellation Charge up to 14 days	£35.00
Cancellation Charge after 14 days	£75.00

Eldon receives an income for claims handling from some insurers which is calculated as a percentage of claim costs, also Eldon receive income for commission from some insurers which is calculated as a percentage of the insurer premium. In addition, Eldon also receives an income for financed policies which is a percentage of the overall interest charged for the finance.

### Cancelling your Insurance

To exercise your right to cancel a policy you must do so by writing to us and will take effect from the date of receipt. All policy add-ons will be cancelled if your main motor policy is cancelled.

The email address is [cancellations@Vavista.com](mailto:cancellations@Vavista.com) or alternatively you can post your letter to: Vavista, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ.

### Within the 14 day cooling off period

If you're a consumer buying or renewing a policy which provides cover for you in a private capacity, you have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract, or the day on which you receive your policy documentation; whichever is the later. If you exercise this right and the cover has not yet commenced, you'll be entitled to a full refund of the premium paid less a £35 charge. If the insurance has commenced and provided that you have not made a claim or a claim has not been made against you, we will return to you the amount that you have paid us, after deducting:

- A pro rata deduction of the total premium for the time that you have been on cover, unless your policy is underwritten by an insurer where short period premiums apply.
- A pro rata deduction of our broker arrangement fee.
- A £35 cancellation charge as set out in the 'Policy and Administration charges' section of this document
- Where applicable, the Direct Debit arrangement fee will be refunded less a £5 charge.
- If a discount was applied when you took your policy out, this discount will be deductible from any return premium due on a pro-rata basis

### Outside the 14 day cooling off period

Our insurance policies are arranged for an agreed period of time and you are required to pay the full amount stated. Where the insurance policy is cancelled other than within the cooling off period and provided that you

have not made a claim or a claim has not been made against you, we will return to you the amount that you have paid us, after deducting:

- A pro rata deduction of premium for the time that you have been on cover, unless your policy is underwritten by an insurer where short period premiums apply.
- Our broker arrangement fee.
- A £75 cancellation charge as set out in the 'Policy and Administration charges' section of this document.
- The full cost of all add-on products that you purchased.
- Where applicable, the Direct Debit arrangement fee.
- If a discount was applied when you took your policy out, this discount will be deductible from any return premium due on a pro-rata basis

Where the amount that you owe exceeds the amount that you have paid us, you will be required to make payment for the outstanding amount within 14 days. Failure to do so may result in Vavista taking steps to recover the debt.

### **Payment of Premiums and Refunds**

Unless otherwise agreed and formalised by a premium instalment plan, all premiums are due on the day cover is arranged, the date the policy is due for renewal, or the date any mid-term adjustment is processed. We only accept credit and debit cards for any payments (excluding American Express).

Where we arrange a premium instalment plan we act as a credit broker on behalf of our customers. We do not act as the finance lender. A charge of £50 is payable for arranging premium finance on your behalf. It will be collected as part of the deposit payment payable by credit or debit card or by being added to the amount of the premium finance loan. The Vavista instalment plan is arranged by Creation Consumer Finance Ltd.

Creation Consumer Finance Ltd. is authorised and regulated by the Financial Conduct Authority. Should your application for credit with Creation Consumer Finance Ltd. be declined, they will write to you confirming this and you will need to make alternative payment arrangements. As part of the application process, Creation Consumer Finance may carry out checks and searches which will appear on your credit file. Other lenders and businesses may use this information to assess future applications. Creation Consumer Finance Ltd. reserves the right to refuse credit.

You will be responsible for paying any instalments as they fall due. If payment is not made, Creation Consumer Finance will charge a £25 fee for each arrears notification they send you each time a Direct Debit is not set up, is cancelled or returned and on each occasion a cheque is returned. This may adversely affect your credit rating and obtaining credit in the future may be more difficult.

You have 14 days to exercise your right to withdraw from the credit agreement with Creation Consumer Finance Ltd. This can be done by contacting Creation Consumer Finance Ltd. The right to withdraw only applies to the credit agreement and not the insurance policy. If you want to cancel the credit agreement full payment for your insurance policy will be required.

Failure to pay the instalments will result in us issuing a 7-day notice of cancellation. Your insurance cover will cease from the date advised in this letter. If we cancel your insurance for this reason, we will calculate any refund of premium in accordance with the 'Cancelling your Insurance' section of this document. Please note: We do not issue refunds of less than £1.00. Any refund due to you will be off-set against any balance that may still be outstanding on your instalment plan. In most cases, refunds will be credited back to the card used to make payment. However, we may issue refunds by cheque, made payable to the policyholder. If you have any concerns over either of these refund methods please contact us prior to making any changes to your policy. Please note that the choice of whether to refund by card or cheque is for security reasons and remains at our discretion. Refunds made by payment card will appear in your account between 3-5 working days once processed depending on your banking provider. Please allow up to 28 days to receive your refund.

We will not accept responsibility for cancellation of insurance by insurers due to late or non-payment of premium by customers.

## General Conditions

### Service Standards

It is our intention to provide you with a high level of service at all times. In the unlikely event that you should have cause for complaint, please write to:

Quality Manager  
Vavista Car Insurance  
Lysander House  
Catbrain Lane  
Bristol BS10 7TQ  
or email: [quality@Vavista.com](mailto:quality@Vavista.com)

We'll acknowledge receipt of your complaint in writing promptly and provide you with a timescale for a full response. We will provide you with a final response within 8 weeks. Full details of our complaints handling procedures are available upon request.

If you remain dissatisfied with our response to your complaint you may refer the matter to the Financial Ombudsman Service. To use their service you must be eligible and your complaint must be sent to them within 6 months of our final response letter. You may contact them at:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR  
Tel: 0800 023 4567 (from a landline) or 0300 123 9 123 (from a mobile)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Compensation

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit
- For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk).

### Claims

Vavista have no authority to handle claims on behalf of insurers. In the event of an incident occurring which may give rise to a claim under your policy, you should notify us as soon as possible using the contact details on your Certificate of Motor Insurance, or on the homepage of our website under the Make a Claim section.

Please note that you must report all incidents as soon as possible. Late notification could compromise your claim.

### Quotations

We cannot guarantee that any quotes will be valid for any specific period of time as any quote given is dependent on insurer rates which can change frequently.

You will be issued with a quote reference number, which in combination with your e-mail address will allow you to retrieve any stored quote from our online system. Your insurer has the right to decline your risk, increase the premium or restrict the policy if any errors or omissions are found in the Statement of Information. A quote shall

be treated as an invitation to treat and can be withdrawn by the insurer at any point before the Certificate of Motor Insurance is issued.

#### **Motor Insurance Database (MID)**

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- i. Electronic Licencing
- ii. Continuous Insurance Enforcement
- iii. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- iv. The provision of government services and/or services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic incident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic incident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

#### **Data Protection Legislation**

Eldon Insurance Services Limited will hold and process your personal data as Data Controller to arrange or administer cover on your insurance policy pursuant to the General Data Protection Regulations 2016/679 and such legislation that is enacted from time to time in the UK to comply with this regulation in accordance with its privacy policy. Third parties such as insurance underwriters may also process your data to arrange or administer cover on your insurance policy. Some of the details you may be asked to give Eldon Insurance Services Limited and/or third parties, such as information about offences or medical conditions, are defined by the General Data Protection Regulations as sensitive personal data. By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data.

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA, who works for us or for one of our suppliers.

The General Data Protection Regulations (GDPR) will come fully into effect from 25<sup>th</sup> May 2018 and will replace current EU data protection laws. Further information on our approach to privacy and how we use and share your data can be found at <https://vavista.com/information/legal/privacy-policy/> If you have any queries in respect of confidentiality and data protection, please contact us using the details on the privacy statement.

#### **Withholding Documents**

We reserve the right to retain certain documents until payments due have been made. We will provide any documents you are required to have by law. If the credit agreement requires you to pay an advance payment, you're required to pay that payment by the date specified by us or your policy may not be valid.

#### **Handling money**

##### **Safeguarding your money**

Premiums that we collect from you are held in a non-statutory trust bank account specifically for the purpose of holding premiums. By virtue of agreements held with insurers, we collect premiums as agents of the insurer. Therefore, once we have collected the premium from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer(s). We will remit premiums to insurers in accordance with our agreements with insurers.



**How your money is safeguarded**

Premiums that we collect will be held in a Non-Statutory Trust Client Bank Account. We hold the money as agents of the insurer in collecting premiums and handling refunds. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. The establishment of the Non-Statutory Account follows FCA rules introduced to protect money held by intermediaries. If we become insolvent, insurers will have a prior claim on the money according to their interests. We may agree to extend credit to other customers using money from the bank account. We'll have in place and maintain systems and controls to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of this trust arrangement.

**Earning interest on customer premiums**

We hold premiums that you pay us in a Client Money Bank Account. Under Financial Conduct Authority Regulations we have to inform you that we may earn interest from money held in our Client Money Bank Account, which may exceed £20.00 for any one transaction that you make with us. Interest earned will not be held for the benefit of customers. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

**Other Taxes or Costs**

Please note that there is a possibility that other taxes and/or costs may exist in respect of products and services offered by us, which are not paid through or imposed by us.

**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.

**Variations**

No variations to these terms are held to be valid unless in writing and signed by an authorised officer of the company. The Company's staff are not authorised to agree any variation. We may vary the terms of this agreement on renewal of your insurance policy. We will notify you of any change to these terms in your renewal invite. This will be sent to you 21 days before the expiry date of your insurance policy so that you can make an informed decision about whether to renew your policy on the new terms.

**Statutory Rights**

Agreement to our Terms of Business does not affect your statutory rights.