

# 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 Home Insurance

Vavista is a trading style of Somerset Bridge 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.

Somerset Bridge 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

Somerset Bridge Insurance Services Limited are a part of the Somerset Bridge Group. Somerset Bridge Group are wholly owned by Arch Re which forms part of Arch Capital Group Ltd.

Somerset Bridge Insurance Service Limited 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.

We arrange cover through the following insurers for home insurance:

<u>Policy Provider</u>	<u>Ultimate Insurer</u>
Abacus	As listed in schedule: AmTrust Europe Limited AXA Insurance UK PLC Axis Speciality Europe HCC International Insurance Company
Ageas	Ageas Insurance Limited
AXA	AXA Insurance UK PLC
Covea	Covea Insurance PLC
Geo	Royal Sun Alliance insurance Plc
LV = Broker	Highway Insurance Company Limited
Midas	Zurich Insurance Company Ltd
Plum	As Listed in schedule: Zurich Insurance Company Ltd HSB Engineering Insurance Ltd Canopus Managing Agents Limited (Society of Lloyds)

The additional products we arrange are provided through a single insurer:

<u>Product</u>	<u>Ultimate Insurer</u>
Legal Expenses	AmTrust Europe Limited
Appliance Breakdown Cover	AmTrust Europe Limited
Key Protect	AmTrust Europe Limited
Home Emergency	AmTrust Europe Limited

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

We act as your agent in arranging and administering your policy.

### **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 hard search footprint on your credit file and this may be seen by other lenders.

### **Anti-Fraud Registers**

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 Vavista Home TOB V10

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. Please note that under the Rehabilitation of Offenders Act 1974 you're not required to disclose convictions regarded as spent.

### **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. If you are paying monthly, you can reduce your monthly payments and overall cost for renewal by contacting us to pay a deposit. We will always write, via your preferred method of communication, to advise you before we automatically renew. You can opt out of automatically renewing a policy at any time by contacting our customer services team or by emailing us at [autooptout@vavista.com](mailto:autooptout@vavista.com). Please ensure you email from your email address registered on your policy. Please provide your Broker Reference Number which can be found on your latest correspondence to enable us to complete the request without delay. By opting out of your policy automatically renewing, you will need to ensure you have alternative cover from the day your policy expires

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**

Vavista is committed to sustainable business practices and environmentally friendly initiatives such as the Queens Commonwealth Canopy. We always email the information you need however you can choose to have the documents posted to you.

### **Awareness of Policy Terms**

When you take out a policy we will send you a 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 and Policy Wording, 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. We recommend you keep copies of all communications from Vavista Home Insurance for your records.

## **Charges, Remuneration 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 data collected at the time of quoting and throughout the life of your policy if at renewal. This could result in variations of the overall price when comparing new quotes and renewals There is a £20.00 administration fee for any policies purchased over the phone, this will be included to your annual policy arrangement fee.

### General Administration

Mid-term adjustments prior to inception	£20.00
Mid-term adjustments after inception	£20.00
Direct Debit arrangement	£10.00
Cancellation Charge prior to inception	£20.00
Cancellation Charge up to 14 days	£20.00
Cancellation Charge after 14 days	£50.00

Somerset Bridge Insurance Services Ltd receive income for commission from some insurers which is calculated as a percentage of the insurer premium. Somerset Bridge Insurance Services Ltd receives an income for financed policies which is a percentage of the overall interest charged for the finance. The percentage can vary and is dependent on the interest rate you are provided and individual credit scoring. Somerset Bridge Insurance Services Ltd also earn an income from additional products sold and added to existing financed policies. The overall cost of commission is transferred to those customers with financed policies. Details of commission earned from our finance lenders are available upon request.

### Cancelling your Insurance

To exercise your right to cancel a policy you can either do so by writing to us, or by calling us directly. All policy add-ons will be cancelled if your main home policy is cancelled.

The email address is [cancellations@Vavista.com](mailto:cancellations@Vavista.com) or alternatively, you can post your letter and Schedule of Insurance to: Vavista Home Insurance, 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 £20 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.
- A pro rata deduction of our broker arrangement fee.
- A £20 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 by you, us or your insurer, 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
- Our broker arrangement fee.
- A £50 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. By paying monthly, you will incur additional charges, and interest will be payable making the overall cost more expensive than paying annually. A charge of £10 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 exclusively provided by Premium Credit Limited ('Premium Credit') and all Direct Debits are protected by the Direct Debit Guarantee. Your personal information and the bank detail you provide to us will be passed to Premium Credit.

Premium Credit is authorised and regulated by the Financial Conduct Authority. They will act as a separate data controller of your personal data once your information is transferred to them. Credit is subject to status and Premium Credit may use one or more credit reference agencies to perform credit and identity checks on you. It is important that you read the Premium Credit privacy notice which includes information about how Premium Credit will use your information including the credit and identity checks they perform on you with credit reference agencies and the footprints these leave on your credit files which are seen by other lenders. They will also use these details to set up a new Direct Debit Instruction and collect repayments by Direct Debit. Should your application for credit with Premium Credit be declined, they will write to you confirming this and you will need to make alternative payment arrangements. As part of the application process, Premium Credit 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. Premium Credit reserves the right to refuse credit.

You will be responsible for paying any instalments as they fall due. If payment is not made, Premium Credit will charge a 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.

If your application for credit is accepted by Premium Credit, you will receive a welcome pack which includes a customer reference number, and a Credit Agreement between you and Premium Credit which you will need to sign online or by paper and return to Premium Credit. Failure to return the Credit Agreement within the required timescale as stated in their welcome pack will result in an administration charge. **Please note that Premium Credit has its own set of terms and conditions and charges and you should familiarise yourself with these by reading the Premium Credit documentation carefully.**

Premium Credit will separately confirm to you the exact date of your first repayment in writing. You have the right to withdraw from the Credit Agreement within 14 days and details of such cancellation rights will be contained within the documentation issued by Premium Credit.

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.

If, as the result of any adjustment to your policy, there is an additional or return premium due, your remaining repayments will be automatically adjusted, and your finance provider will tell you about this.

The price charged for your policy only applies for that year and subsequent renewal premiums may be higher.

#### **The Direct Debit Guarantee**

- The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit your finance provider will notify you five working days in advance of your account being debited or as otherwise agreed. If you request your finance provider to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by your finance provider or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
  - If you receive a refund you are not entitled to, you must pay it back when your finance provider asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify your finance provider.

## **Continuous Payment Authorisation**

To make things easier and more convenient for you, we will use your card details for future payments such as to automatically renew your policy or process any policy changes. If you would rather we did not do this, and would prefer for your payment details to be removed, please contact us at [Talk2ushome@vavista.com](mailto:Talk2ushome@vavista.com)

## **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:

The Complaints Department  
Vavista  
Lysander House  
Vavista Home TOB V10

Catbrain Lane  
Bristol BS10 7TQ  
Email: [quality@vavista.com](mailto:quality@vavista.com)  
Call: 0344 776 5725

We will 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 Schedule of 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 time.

### **Data Protection Legislation**

Somerset Bridge Insurance Services Ltd will hold and process your personal data as Data Controller to arrange or administer cover on your insurance policy pursuant to the UK Data Protection Regulation and Data Protection Act 2018. Third parties such as insurance underwriters and our services providers may also process your data to arrange or administer cover on your insurance policy or for other insurance related services. Some of the details you may be asked to give Somerset Bridge Insurance Services Ltd and/or third parties, such as information about medical conditions are defined by the General Data Protection Regulation as special category data. You may be asked to give criminal offence information.

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 work for us or for one of our suppliers.

Further information on our approach to privacy, your rights under data protection law (including your right to access your personal data) 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.

#### **Safeguarding your money**

Premiums that we collect will be held in a Non-Statutory Trust Client Bank Account. We hold the money as agents of the insurer when collecting premiums and handling refunds. In these circumstances, the premiums collected are treated as having been paid to 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 per 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 can 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.