

Terms of Business Agreement



This document is effective from 27th January 2020 and supersedes all Terms of Business previously issued by us. It sets out the terms upon which we agree to act for our direct clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. **Please read it carefully.**

Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree. If you purchase cover from us via an insurance broker they will issue you with their own Terms of Business.

Statement of demands & needs

The DirectCarHireExcess.com plans meets the demands and needs of those persons who wish to protect an excess, for which they are responsible, whilst hiring a car overseas.

Our service

Your insurance is provided and administered by: Strategic Insurance Services Limited, 36-38 Church Road, Burgess Hill, West Sussex, RH15 9AE. You will not receive a personal recommendation from us as to whether this insurance is suitable for you. Please read the Policy Wording carefully to ensure that it meets your needs. Unless otherwise advised, the services we provide are as follows:

- Arranging cover
- Help with ongoing changes
- Assistance with claims made on insurance policies we have arranged

We are also authorised to issue policy documentation and/or certificates on behalf of the insurers. Unless you tell us otherwise, we will act on the understanding that we have your authority to agree to insurance policy wordings on your behalf.

The products we offer

We only offer a single car hire reimbursement policy (with different levels of cover).

You will be insured by

Guardrisk Insurance Company Mauritius Ltd PCC authorised and regulated by the FSC in Mauritius (Registration number: C142417/C1/GBL).

Financial Conduct Authority (FCA)

The Financial Conduct Authority is the independent watchdog that regulates financial services in the United Kingdom. Big Byte Media (trading as directcarhireexcess.com) is an Introducing Authorised Representative of Strategic Insurance Services Limited who is authorised and regulated by the Financial Conduct Authority. FCA Firm Reference Number is 307133. Strategic Insurance Services Limited is authorised to carry on Regulated Activities in accordance with the permissions granted by the FCA under Part IV of the Financial Services and Markets Act 2000. you can check this on the Financial Services Register by visiting the FCA's website www.fca.gov.uk or by contacting the FCA on +44 (0)845 606 1234. We believe that all our customers, regardless of where the policy was sold, should be entitled to the same regulatory benefits and protections as those purchasing cover in a FCA regulated territory.

Accordingly, wherever possible, we shall extend these benefits to all of our customers.

Methods of communication

We will normally communicate with you by post, telephone and, where available, fax or e-mail. Please let us know if you would prefer not to receive communications by any particular medium.

Insurer security

Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of insurer or underwriter. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

Data Protection Statement

Your data will be held in accordance with the General Data Protection Regulation (GDPR) (EU) 2016/679. Please refer to our separate data protection statement policy which is available here: <https://www.directcarhireexcess.com/documents/>

Data Retention Policy

We will only retain your personal data for periods necessary to meet the business needs of the company and a period thereafter as defined by the company's executive team. Please refer to our separate document retention policy which is available here: <https://www.directcarhireexcess.com/documents/>

Methods of payment

We only accept payment for policies purchased on-line by debit or credit card.

Settlement terms

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

Information on how we treat payments you make to us

Under the terms of our agreements with the Insurance companies with whom we place business, we receive premiums you pay to us as Agent of the Insurer. What you will pay for our services We receive a commission from the insurer with whom we place this business.

Anti bribery and corruption policy

We have in place procedures and controls which are designed to forestall and prevent money laundering and bribery. If we suspect that a supplier, customer, client or employee has, or is attempting to, commit a money laundering or bribery offence as defined by the Proceeds of Crime Act 2002 and the Bribery Act 2010, we will,

in accordance with our legal responsibilities, disclose the suspicion to the Serious Organised Crime Agency or the Serious Fraud Office.

Documentation

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. We are always happy to clarify the cover provided. You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately. All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover if it is not complied with precisely. We recommend that you keep policy documents for as long as a claim is possible under the policy.

Making a claim

Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them. We provide an online claims platform to facilitate easy processing of claims, which can be accessed here: <https://www.directcarhireexcess.com/claims/>
In certain circumstances late notification may result in your claim being rejected.

Conflicts of interest

We are subject to the law of agency which imposes certain duties on us. We also have proper regard for the interests of others, including the insurers for whom we also act. Where we become aware of any actual or potential conflict of interest we will inform you of the situation, the options available to you and obtain your consent before we carry out your instructions.

What to do if you have a complaint

We aim to give you the highest standards of service and to meet any claims covered by this policy promptly and fairly. However if you feel that we have not met these standards we would like to hear from you. If you have cause for complaint we will investigate and review your case immediately and respond to you in writing.

1. If your complaint is about the administration of your policy or the way a policy was sold to you:

If at any time you have any query or complaint regarding the administration of your policy or the way the policy was sold, you should in the first instance refer to Strategic Insurance Services Limited, 36-38 Church Road, Burgess Hill, West Sussex, RH15 9AE.
Tel: +44 (0) 20 8181 3815
Email: complaint@directcarhireexcess.com

2. If your complaint is about the administration of your claim;
If you have a query or complaint regarding the administration of your claim, you address your complaint to:
The Customer Experience Manager ClaimEz (SIS), Saxon House, 50 Heaton Road, Newcastle upon Tyne, NE6 1SE.
Tel: +44 (0) 203 751 1077
Email: customercare@claimez.com

3. Beyond DCHE: If we have given you our final response and you are still dissatisfied you may refer your case to the Financial Ombudsman Service (Ombudsman). The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted. The Ombudsman can be contacted at: Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone: 0845 080 1800, or fax: 020 7964 1001.

Please note that you have six months from the date of our final response in which to refer your complaint to the Ombudsman. Referral to the FOS will not affect your right to take legal action against us. You can request a copy of our procedure for dealing with complaints at any time.

Your right to cancel

If for any reason you are not satisfied with the policy provided you may cancel your cover within 14 days of the effective date and, so long as you have not made a claim in that period, your premium will be refunded in full. If you do not exercise this cancellation right, the insurance policy will be binding on you.

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

Guardrisk Insurance Company Mauritius Ltd PCC is authorised and regulated by the FSC in Mauritius (Registration number: C142417/C1/GBL) and is not part of the Financial Services Compensation Scheme (FSCS) in the event of it becoming insolvent.

Language used

The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the contract.

Your duty to give information

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers. If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the exclusive jurisdiction of the English courts.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.