

# Terms of Business Car Breakdown and Rescue

## Purpose

This document governs your relationship with PMGI Limited and sets out our respective rights and responsibilities

## Accepting our Terms of Business

These Terms of Business form the agreement upon which PMGI Limited ("we", "our", "us") intend to rely when you instruct us to quote for, arrange or handle your insurances. For your own benefit and protection you should read them carefully before giving us your instruction.

If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the address below.

## The Financial Conduct Authority

PMGI Limited, trading as Forces Mutual, is authorised and regulated by the Financial Conduct Authority (FCA). Our registered office is Alexandra House, Queen Street, Lichfield WS13 6QS. Our Financial Services Reference Number is 114942. You can check this on the Financial Services register by visiting <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

## Our service

We administer the Car Breakdown and Rescue Scheme and our role is to arrange insurance for you. We are an insurance intermediary and act on your behalf. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

Prior to the end of any contract of insurance we will write to you with the terms of the renewal of your policy. If we have changed the Scheme insurer you will be informed at that time, when you will be able to decide if you wish to renew the contract with the new insurer.

## Car breakdown and rescue insurance

We have selected a Car Breakdown and Rescue product from ERS (Syndicate 218 at Lloyds) managed by ERS Syndicate Management Limited.

For further information, please visit:  
<http://www.forcesmutual.org/about/legal/>

## Complaints

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, contact us:

- In writing at Forces Mutual, 5th Floor, 20 Chapel Street, Liverpool, L3 9AG
- By email at [groupcomplaintsteam@forcesmutual.org](mailto:groupcomplaintsteam@forcesmutual.org)
- By phone on 00800 00 010203

When dealing with your complaint, we will follow our complaint handling procedures. A summary of these procedures is available on request. Following our response if you are not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). You can obtain further information by visiting [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by calling 0800 0234567.

## Compensation scheme

PMGI Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme is available from the FSCS on 0800 678 1100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

## Payment for our services

We receive commission from the insurers or product providers which is a percentage of the total annual premium. If you wish to know how much commission we receive in respect of your policy please ask. We make no additional charge for handling your insurances. In some cases we may feel a charge will have to be made, but if that is the case we will discuss and agree this with you before any charges become due.

You will receive a quotation which will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. We draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

## Handling client and/or insurer money

We act as the agent of the insurer when collecting your money. This means that when you pay us the money it is then taken as payment of the premium due and automatically becomes insurer money. This is a safeguard for you as it means that your money or insurance cover is not at risk if we became insolvent. When we collect this money it is held in a separate bank account for the benefit of the insurer.

## Cancellation of insurances

You should make any request for the cancellation of a policy in writing or by phone and any relevant certificate of insurance should be returned to us. In the event of early cancellation of your policy the Insurer may make a charge. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation.

## Ending your relationship with us

You may terminate our authority to act on your behalf with 14 days' notice or as otherwise agreed without penalty. Notice of this termination must be given in writing or by phone and will take effect from the date of receipt. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions.

## Your responsibilities

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, or renew your policy. Please tell us immediately if there are any changes to the information set out in the Application Form/Statement of Fact or on your policy schedule. We will tell you whether your insurer is able to accept the change, and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not accurate your insurer may cancel your policy and refuse to pay a claim, may not pay a claim in full or may revise your cover, excess or premium.

If you are unsure about any matter, please contact us for guidance.

## Privacy

We are committed to respecting and protecting your personal data.

The information you supply will be used by us to provide you with a quotation and to administer your car insurance policy.

We will also share your information with your insurer.

## What information do we collect about you?

The information we collect about you varies depending on the reason for the interaction, but may include:

- Contact details and personal identifiers such as name, address, date of birth and National Insurance number
- Your job title and employment details
- Lifestyle and social circumstances and information about your physical and mental health
- Details about family members
- Details of when you contact us and when we contact you

## How will we use the information we collect?

We will use the information we collect about you in the following ways:

- To provide you with products and services and notify you about important changes or developments to the features and operation of these products and services
- If you make an enquiry or request a quotation, to process your request
- If you use one of our advice services, to inform the advice we give you
- To administer offers, competitions and promotions
- To show you selected content/adverts via social media (you can use the preference settings of the social media provider to manage how and if these appear)

We are required by law to have a specific reason for collecting and using your personal data. Mainly, we rely on the need to use your information to enable us to provide the product or service you have requested. Sometimes we will rely on your consent for example, when using your information for marketing purposes.

## Who might we share your information with, and why?

We may share your information with third parties in certain circumstances including those listed below:

- Specialist media providers, to manage your preferences for receiving direct marketing
- Providers of printing and mailing services to produce and issue annual statements or other correspondence
- The provider of the product you have purchased from us. For example, if you purchase Car Breakdown and Rescue insurance we will share your information with ERS Syndicate Management Limited
- Credit reference agencies, to check your identity for the purposes of complying with the Money Laundering Regulations (the agency will note this check on your file, but it will not be available to third parties and it will not affect your credit rating)
- Law enforcement agencies and other financial organisations and industry bodies, for the purpose of fraud prevention
- HMRC, so they can monitor compliance with ISA, pension and other applicable regulations
- Auditors and regulatory bodies as part of their oversight of our activities
- In addition, some of our IT systems are supported by third parties who have access to ensure those systems continue to operate effectively

### What precautions do we take to protect your information?

We take appropriate technical and organisational measures to prevent the loss, misuse or alteration of your personal information.

All personal information is stored on systems designed to meet applicable regulatory requirements and the majority are hosted in the European Economic Area (EAA).

Before personal information is processed outside of the EAA we will ensure that adequate safeguards to protect the data are in place.

You can see our security policy online at the following address for more information:  
<https://www.forcesmutual.org/about/security-policy/>

### How long do we keep hold of your information?

We will retain a record of your personal information for as long as you have a product or service with us, and for a period of time after you terminate those products or services to ensure we can comply with regulatory and legal requirements.

If you have made an enquiry or request a quotation but do not take out a product or use one of our advice services, we will retain a record of your personal information for 36 months.

### Your rights

You have the right to request a copy of the information that we hold about you.

We want to make sure that your personal information is accurate and up to date. You have the right to ask us to correct information you think is inaccurate.

In certain circumstances you may have the right to request that we provide you with the information we hold about you in an electronic format so that you can transfer it to another provider.

In certain circumstances, you may have the right to object to us using your personal information or to have your information deleted.

To exercise any of the above rights, contact our Customer Services Team on 00 800 00 010203 or write to us at Forces Mutual, Alexandra House, Queen Street, Lichfield WS13 6QS.

If you have any questions about how your data is used you can contact our Data Protection Officer directly at [compliance@pmas.co.uk](mailto:compliance@pmas.co.uk) or by writing to them at Compliance Department, Alexandra House, Queen Street, Lichfield WS13 6QS.

### Complaints

If you have any concerns about the way we use your information, you can raise these with us by following our complaints procedure (see above). You also have the right to refer your complaint to the Information Commissioner's Office at [ico.org.uk](http://ico.org.uk) or by calling 0303 123 1113.

### Marketing

With your permission, we will send you information about products and services which we think may be of interest. You can select your preferred method of contact (email, post, telephone and/or SMS). You can change your mind and ask us to stop contacting you for marketing purposes at any time by emailing [nomarketing@forcesmutual.org](mailto:nomarketing@forcesmutual.org) or calling 00800 00 010203.

### Conflicts of interest

Occasions can arise where we or one of our associated companies, clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens and we become aware that potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

