

# 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.

We will provide you with information about the cover to help you make an informed choice, you will not receive advice or recommendation from us. We only offer cover from a single provider.

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 0151 363 5290

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.

## 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.

## Privacy

We are committed to respecting and protecting your personal data. This sets out what we will do with your information and the arrangements we will make to keep that information private and safe. It also explains your rights.

The information you supply will be used by us to provide you with a quotation and to administer your Car Breakdown and Rescue 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:

- Personal information and contact details such as name, date of birth, National Insurance Number and address
- Job title and employment details
- Lifestyle and social circumstances
- Information about your physical and mental health
- Information about family members
- Details of when you contact us and when we contact you

We may supplement the data we collect about you with information we obtain from third parties. Before we use this information, we ensure that the third party is permitted to share such information with us.

## How will we use the information we collect?

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

- To respond to an enquiry or provide you with a quotation.
- To arrange and administer your insurance
- To notify you about important changes or developments to the features and operation of products and services
- To carry out market and brand research and analysis
- To develop, test the performance of and manage our brands, products, services and internal processes
- To develop new products, services and propositions
- To inform you about products, services, offers, competitions and promotions
- To administer offers, competitions and promotions
- To show you selected content and advertisements via social media (for example, using Facebook Custom Audiences and Google Custom Match). You can use the preference settings of the social media provider to manage how and if these appear. For more information view our Social Media Policy at [forcesmutual.org](https://forcesmutual.org)
- To develop and test the effectiveness of marketing activities

We are required by law to have a specific reason for collecting and using your personal data:

- We rely on the contract between us when providing products and/or services
- In certain circumstances, we have a legal obligation to disclose your personal information to a third party, for example, to HMRC for tax purposes
- Provided your fundamental rights are not overridden, we sometimes use the fact the processing is required to pursue our legitimate interest, for example, to conduct market and brand research, undertake product, service and proposition development and direct marketing by post and telephone
- We rely on consent when using your information for direct marketing activities by SMS and email, as well as when we process certain categories of data such as health information and details of criminal convictions.

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

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

- Insurance providers such as ERS Syndicate Management Limited who are our Car Breakdown provider
- The Group of companies trading as Forces Mutual in order to keep your information up to date and for direct marketing purposes
  - PMHC Limited: which offers a healthcare scheme
  - Mortgage Excellence Plc: which provides advice on mortgages, life & critical illness insurance and income protection
  - Police Mutual Assurance Society Limited which provides savings, investments and wellbeing activities
- 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)
  - Cleanse our data to ensure it remains accurate and up to date and to try and trace you if you move house and don't tell us
- Specialist providers of market research, statistical analysis and customer profiling to help us improve our processes, products and services
- Providers of our IT systems and associated support services to ensure they continue to operate effectively
- Law enforcement agencies, financial services organisations and industry bodies for the purpose of fraud prevention
- Providers of printing and mailing services to produce and issue statements or other correspondence necessary to ensure you are kept suitably informed
- Specialist media providers, to manage your preferences for receiving direct marketing
- 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

## 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.

If personal information is processed outside of the UK we will ensure that adequate safeguards to protect data are in place, such as, appropriate contractual arrangements and assurances. Assurances may include recognised certification schemes, such as, the US Privacy Shield.

View our Security Policy at [forcesmutual.org](https://forcesmutual.org) for more information.

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

We will retain a record of your personal information for as long as you hold a product or use a service provided by us. We will also retain that information for a period of time after you cease holding a product or use a service to ensure we are able to comply with applicable regulatory and legal requirements. Typically, this means we will retain your information for one to six years.

If you have made an enquiry, but not taken out a product or used one of our services, or responded to any direct marketing activity we will retain a record of your personal information for up to two years.

## Your rights

Where you have given consent to use your personal data, you have the right to withdraw that consent at any time by emailing [nomarketing@forcesmutual.org](mailto:nomarketing@forcesmutual.org) or by calling 0151 363 5290. Without your consent, the service we provide may be limited.

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

In some specific 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.

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

In certain circumstances, you may have the right to object to us using your personal information, to restrict processing of your information, or to have your information deleted. You also have the right to object to your personal data being used for direct marketing purposes.

For more details or to exercise any of these rights, please contact our team on 0151 363 5290 or write to us at: Forces Mutual, 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. To find out more call 0151 363 5290. 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.

You can view a full copy of our privacy policy at: [www.forcesmutual.org](http://www.forcesmutual.org)

For your security, all telephone calls are recorded and may be monitored.

