



Terms of Business (TOB)

Please read this Terms of Business document carefully as it contains important information. If you do not follow these Terms of Business we may cancel your policy. If you are unclear about any aspect of these Terms of Business or have any questions please contact BeMoto:

Telephone: 01733 907001*
E-mail: helpme@bemoto.uk
By Post: PO Box 1338, Peterborough, PE1 1LZ

Your Contract

You will be entering into separate contracts when you take out an insurance policy through BeMoto.

The first contract is with Moto Broking Limited ("we", "us", "our" or "BeMoto") for arranging and administering your insurance policy on your behalf. We may charge you a fee for our services within the total price of the insurance (refer to your Statement of Cover). Our terms and conditions are set out in this document.

You will also be entering into a contract with the insurer specified on your Certificate of Motor Insurance or Policy Schedule. The terms and conditions of your insurance are set out in the Policy Document, Certificate of Motor Insurance and Policy Schedule (which details any endorsements and excesses that may apply).

For any additional cover (also known as 'add-ons'), which you may or may not have paid additional premium for, you will be entering into a separate contract with the relevant service provider. The terms & conditions for each contract will be set out in the policy documents for the relevant additional cover.

If you are paying by instalments, you will enter into a separate credit agreement with our chosen finance partner (see Section 2 and 16 for more information). They will provide a credit agreement, including details of terms, conditions and any applicable fees or charges.

Your insurance policy and all communications about it will be in English. Unless we agree otherwise with you, this contract is governed by the law of England and Wales.

1. Regulation

BeMoto is a trading name of Moto Broking Limited, registered in England and Wales. Company number: 09676058. Registered office: First Floor, 15-27 Cowgate, Peterborough, PE1 1LZ.

Moto Broking Limited is authorised and regulated by the Financial Conduct Authority (FCA number 715903). Our permitted business is introducing, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.

You can check these details on the Financial Services Register by visiting the FCA website, www.fca.org.uk or by contacting the FCA on 0800 111 6768.

2. Our Service (the products we offer)

BeMoto will act on your behalf to arrange and administer your insurance, as well as helping with any changes you may have. Your documents will be emailed to the email address you have provided or, if requested, sent to you by post. We do not provide personal recommendations.

We offer motorcycle and leisure van insurance products from a panel of different insurers, however we only offer products from a single provider for:

Product	Provider
Breakdown (Titanium Add-On)	RAC
Excess Contribution (Add-On)	PEX
Helmet & Leathers (Add-On)	ABS
Legal Expenses (Add-On)	DAS
Licence Defence (Add-On)	ARC
Personal Accident (Add-On)	ABS
Key Cover (Add-On)	ABS
Premium Finance (Instalments)	Premium Credit Ltd

See each insurers IPID or policy document for further details about the underwriter and their Privacy Policy.

3. How to Claim

Full details of how to claim are included in the 'Making a Claim' section of your Policy Document.

Motoring Legal Advice Helpline: 01733 907008*
24 hour bike claims helpline: 01733 907009*
RAC breakdown assistance: 0330 159 0587*#

4. Complaints

We aim to provide you with a high level of service at all times, but if you are not satisfied, please contact us. If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service. For full details of our complaints handling process please see the Making a Complaint Section in the Policy Document or email complaints@bemoto.uk

5. Compensation

If the Insurer cannot meet their obligations to you at any point, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

Further information is available from the FSCS website www.fscs.org.uk, or by calling 0207 741 4100, or write to FSCS, PO Box 300, Mitcheldean, GL17 1DY.

Only if you have Titanium Cover with RAC included

6. Your Responsibilities

Under the Consumer Insurance (Disclosure and Representations) Act 2012, if you do not take reasonable care to provide complete and accurate answers to questions asked by us, the insurer may impose an additional premium, along with additional policy terms, or may cancel or void the policy. It may also result in the insurer rejecting or only part paying claims you make. We may also charge an administration fee.

7. Fees and Remuneration

Your premium is a combination of your core policy set by the insurer, which includes our commission, plus any additional cover (Add-Ons), our set up fee and Insurance Premium Tax (IPT) at the prevailing rate, where applicable. If you are paying by instalments you will also pay interest on the amount borrowed. We act as a credit broker offering finance through a third party lender and receive a percentage of the interest you pay them.

Due to the variable nature of the premium involved and any discounts negotiated or applied, we cannot detail exact commissions here. You are entitled to request information regarding any income we receive from your policy, including any commission from add-ons or premium finance. We may also apply other fees, listed below, for administering your insurance (see 'Our Service').

Our sales agents may be paid a bonus for sales, subject to quality control and customer satisfaction.

ALL fees are non-refundable:

Description	Maximum Fee
Administration fee for setting up, re-broking or renewing:	
a. Motorcycle or Trike Insurance (each bike or trike policy added)	£70
b. Each Van, Quad or Buggy policy	£100
Amendment fee, e.g. mid-term change to an ongoing policy.	£0 ('Fair Use' policy)
Document fee (email or post)	£0
Cancellation fee:	
a. Within the 'cooling-off' period	£0
b. After the 'cooling-off' period	£40
Failed validation fee, where you do not provide adequate evidence on request, e.g. proof of No Claims, address or Driving Licence.	£20
Voided policy fee.	£40
Subject Access Request fee for a copy of your information	£0 ('Fair Use' policy)

Once the policy has started, the insurer will charge for 'time on cover', even within the cooling-off period. The same applies to any additional cover you have chosen.

Our administration fees are non-refundable, even before the policy has started and within the 14-day cooling-off period (no cancellation fee will apply during the cooling off period). After the cooling-off period we may charge a cancellation fee in addition to our non-refundable administration fee.

Where we have subsidised your policy with a negative administration fee, this will be clawed back in full from any refund due to you, if you cancel midterm before the policy reaches its anniversary.

We have a 'Fair Use' Policy for mid-term amendments to ensure we provide a sustainable service that is fair for all our customers. We may notify you at our discretion that any future amendments will be subject to a fee. The fee will never be more than our cancellation fee (b).

We may also charge a reasonable 'Fair Use' fee if your subject access request is clearly unfounded, repetitive or excessive (or refuse to comply with your request).

8. Failure to Pay a Premium Instalment

If you fail to pay an instalment you will be given notice of cancellation. If payment is not made within the period of this notice, the policy will be cancelled and a 'time on risk' charge will be applied on behalf of the insurer. Please refer to the 'Cancelling Your Policy' section within the Policy Document.

Your premium finance provider may charge a default fee if you miss a payment. As a recourse agreement we may pass any bad debt to a debt collection agency and add their recovery costs to the amount outstanding. We reserve the right to pursue bad debt through the courts.

9. Cancellation

To cancel a policy you must contact us. Cancelling your Direct Debit with your premium finance provider does not mean you have cancelled your policy with us. You can cancel your policy at any time and different conditions apply depending on when you cancel your policy. The 'Cancelling Your Policy' section of the Policy Document provides full details of these.

Only you or an appropriate appointed representative, can cancel your policy to avoid someone maliciously making you uninsured. You must provide express permission on a recorded line or in writing in advance.

If we or the insurer cancel your policy we will write to you providing a minimum 7-days notice at your last known email or postal address.

Where your insurer instructs us to void your policy (cancel the policy back to inception as if it never existed), for example due to fraud or deliberate misrepresentation, the insurer may keep your premium and we may charge you a voidance fee (see Fees and Remuneration).

10. Handling Money

We will hold your money as an agent of the insurer, so your policy is treated as being paid for. We will hold your money in statutory trust until such time as it becomes payable to the insurer. Any interest received will be retained by Moto Broking Limited.

11. Data Protection

We are committed to ensuring that your personal data is used properly and kept securely. Full details of how we use your personal data is set out on our Privacy Hub: <https://www.bemoto.uk/privacy-hub>

12. Renewing Your Policy

Each renewal of the policy is a new contract of insurance. In good time before renewal, we will send you a renewal invitation containing information on the premium due and the details we hold. It is important you check your details are accurate and tell us about any changes to your circumstances, these may affect the premium or our ability to offer cover.

If you make changes or report a claim, accident or incident after the renewal invitation has been sent, the renewal invitation will no longer be valid and will need to be requested based on the latest information.

So that you stay insured (as required by law) and to save you time, we will try to automatically renew your policy including any additional cover you may have. This will happen unless you have instructed us not to automatically renew your policy or if you contact us after you receive your renewal offer. To opt-out simply call 01733 667857, email renewals@bemoto.uk or visit: <https://www.bemoto.uk/auto-renewal-opt-out>

We will try to automatically renew your policy on your existing finance plan, or by debiting the same card used last year, up to 7 days in advance of the renewal date (usually around 3-4 days) to ensure that you continue to be insured and we have time to contact you with any payment issues (failed payments risk you being prosecuted or your vehicle being crushed). If you would like to change how you pay, please contact us.

If you request that your policy is not automatically renewed, your cover will cease on your renewal date unless you contact us beforehand to make a payment.

To ensure that we continue to offer a suitable policy we may offer an alternative insurer at renewal. Please ensure that you check your cover including endorsements and excesses to ensure they continue to meet your needs.

In the unlikely event we are unable or are unwilling to provide cover to you at renewal, we will provide you with written notice at a reasonable time before renewal.

If you renew, whether or not under the continuous payment option, but then decide to cancel, so long as you tell us before your renewal date we will refund what you have paid in full. If you cancel after your renewal date you will be charged in line with our cancellation rules.

Please make sure that you read your documents thoroughly and ensure that any information that you have provided to us is accurate, true and correct. If any of the information shown on your documents is inaccurate, or becomes inaccurate, during the term of insurance then please call us to discuss.

You have declared that the details of your driving licence (including CBT where applicable), claims and No Claims Discount are correct, and you may be required to provide proof of these at any time. We may also ask for evidence of motorcycle ownership, security devices or storage you have declared and share this with our insurers.

You shall pay us the premium as agreed with us. You must contact us if you are having difficulty meeting any payments due. Failure to make any payments due may result in the cancellation of your policy. You will remain liable for any outstanding balance following cancellation, including any failed payment fees owed to your premium finance provider and any fees owed to us.

If we, and the insurer, agree to arrange insurance for your vehicle under a chassis number, you agree to supply us with the registration number within 14 days of the policy start date. Failure to supply the registration within this time, may result in the cancellation of your policy, along with a Cancellation Fee (see Fees and Remuneration).

13. Payment Collections and Refunds

All premiums due must be paid at the time of the transaction to enable us to complete the process, including any additional premiums for policy amendments.

If additional premium is due and you pay by instalments, it can be applied to your premium finance account, unless you are already in a bad debt position, which will increase your outstanding balance, interest payable and remaining Direct Debit payments due. Where additional premium is being added to your premium finance account we may require a proportion of this to be paid at the time of the transaction (usually 15% of the total additional premium).

If you owe us money we will try to get in contact and you will be given written notice of cancellation. If payment is not made within the period of this notice we will attempt to collect the outstanding amount from your card held on file. If this is also unsuccessful, we will cancel your policy and we reserve the right to pass the debt to a debt collection agency and add their recovery costs to the amount outstanding. We reserve the right to pursue bad debt through the courts.

If you make a payment towards a new policy but have a previous policy with an outstanding balance, we reserve the right to transfer any money paid on the new policy to cover the debt outstanding on your previous policy.

We reserve the right to request that the insurer deducts any outstanding debt you owe to us from the settlement of any claim made under this policy.

Any refunds due to you will be credited within 30 days to the remaining balance on your premium finance account in the first instance, or if you paid in full, credited back to the card held on file that was used to pay for your policy.

14. Continuous Payment Authority

Continuous Payment Authority is a recurring payment process where you allow us to take money from your debit or credit card whenever we are owed money, in accordance with this agreement. Payments can vary in frequency and amount depending on what is owed at the time.

When you buy a policy online, you are agreeing to these Terms of Business and provide consent for us to use the Continuous Payment Authority.

You may cancel the Continuous Payment Authority at any time by calling us on 01733 907001, or emailing us at helpme@bemoto.uk (include your policy number as reference). The Continuous Payment Authority can be cancelled by either the policyholder or card holder. *Please note the policy can only be cancelled by the policyholder.*

15. Premium Credit Limited (PCL)

If you chose to finance the cost of your insurance and your application for credit is successful, PCL will pay for your insurance premium in full and you will be obliged to repay this via monthly Direct Debit.

If the application is unsuccessful, you must contact us to discuss an alternate payment method. PCL are our provider of finance and they are the lender. We are acting as the credit broker and may receive commission for introducing customers to PCL. Credit is subject to status and they may use a credit reference agency that leaves a record of the search or other information about you to carry out credit and anti-money laundering checks. This record may be visible to third parties.

You will receive your welcome pack from PCL, including details of your repayment schedule, within the 14 days of your transaction. Please read it carefully to ensure it is right for you. If you change your mind you can withdraw from the credit agreement free of charge within 14 days by contacting us. Any repayments you have already paid will be refunded to you and you will have to find an alternative way to pay for your insurance. If you cancel after 14 days, you may have to repay any money owed to PCL.

The first direct debit payment will come out of your bank account one month after the policy start date and on the same date each month after that. For any failed payments, PCL may charge a £25 default fee. You will also be required to sign a credit agreement with PCL. This will come through via email. If you fail to sign the credit agreement, this may result in a £25 charge from PCL.

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 the organisation will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request the organisation 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 the organisation 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 the organisation 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 the organisation. In future, if there is a change to the date, amount or frequency of your Direct Debits, PCL will always notify you five working days' in advance of your account being debited. In the event of an error, you are entitled to request a refund from your bank or building society. You have the right to withdraw the credit agreement within the 14-day cooling off period. A copy of the safeguards under the Direct Debit Guarantee will be sent to you with your confirmation letter from PCL.

16. Telling You About Other Products and Services

We will never sell your information to third parties for marketing purposes and we will only pass your contact information to third parties to contact you where you have given your explicit consent for us to do so.

Our lawful grounds for processing your personal data to send you marketing communications is either your consent or where we believe it is of legitimate interest.

Under the Privacy and Electronic Communications Regulations (PECR), we may send you marketing communications if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since.

You can ask us to stop sending you marketing messages at any time by following the opt-out or 'Unsubscribe' links on any marketing message sent to you or OR by emailing us at helpme@bemoto.uk at any time.

You can also manage your marketing preferences by following the link on our Privacy Hub (see Section 11).

If you opt out of receiving marketing communications we will still retain your personal information for the purposes of administering your policy and even after your policy has expired (subject to our data retention periods) for legal, taxation and audit purposes.

To see how we collect, process, use or disclose your data, including sharing it with our insurers and their agents for the purpose of administering your policy, see our Privacy Hub (see Section 11).

17. Contract

Your acceptance of these Terms of Business does not affect your normal legal rights.