



# BeMoto 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 907000\*  
E-mail: helpme@bemoto.uk  
By Post: PO Box 1338, Peterborough, PE6 0QE

## 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. 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, 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 partner Premium Credit Limited (PCL). 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: Ruthlyn House, 90 Lincoln Road, Peterborough, PE1 2SP.

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](http://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 commercial vehicle insurance products from a panel of different insurers.

We only offer products from a single provider for:

Product	Provider
Breakdown	RAC
Excess Contribution	UK General
Travel Insurance (Repatriation)	TIF
Helmet & Leathers	UK General
Legal Expenses	Soter PS
Personal Accident (Add-On)	UK General
Personal Accident Cash Plan	BHSF
Motorhome Insurance	AXA
Race Van Insurance	Highway
Home Insurance	Paymentsshield

## 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.

## 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](http://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. Fees and Remuneration

In addition to premiums charged by your insurer, which includes any commission payable to us, we may also apply the following fees for arranging and administering your insurance (see Section 2, Our Service).

### ALL fees are non-refundable:

Description	Fee
Administration fee for setting up, re-broking or renewing a policy.	See Statement of Cover
Mid-term changes e.g. change of motorcycle or address.	£0 (['Fair Use' policy])
Green Card (posted)	£10
All other documents (email or post)	£0
Debit and Credit Card transactions.	£0
Cancellation:	
a. Within the 'cooling-off' period	No Fee
b. After the 'cooling-off' period	Up to £60
Failure to provide satisfactory evidence requested, e.g. NCD or Driving Licence proof.	£20
Voided policies.	£40
Provide a copy of the information we hold about you.	£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.

All BeMoto 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.

We have a 'Fair Use' Policy for mid-term changes 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).

## 7. 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. A fee may be charged by PCL.

We are paid a commission by PCL for the arrangement of your monthly instalment credit agreement.

## 8. Cancellation

To cancel a policy you must contact us. Cancelling your direct debit with PCL 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.

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.

## 9. 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.

## 10. Data Protection

We are committed to ensuring that your personal data is used properly and is kept securely. Full details of how we will use your personal data is set out on our Website Usage & Privacy Policy available at [www.bemoto.uk](http://www.bemoto.uk)

## 11. 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. If you make or report a claim, accident or incident after the renewal invitation has been sent, the renewal premium, policy terms and cover may change.

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.

We will try to automatically renew your policy with either PCL or by debiting the same card used last year, up to 3 days in advance of the renewal date. 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. If you cancel after your renewal date you will be charged in line with our cancellation rules.

## 12. 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 avoid the policy. It may also result in the insurer rejecting or only part paying claims you make. We may also charge an administration fee.

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 information 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.

If we, and the insurer, agree to arrange insurance for your motorcycle 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 frame, may result in the cancellation of your policy, along with a cancellation fee, as detailed in the 'Fees' section of these Terms of Business.

## 13. Refunds and Collections

Any refunds due to you will be credited to your card held on file within 30 days. 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 our debt collection agency and add their recovery costs to the amount outstanding.

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.

If any additional premiums or refunds are due and you pay by monthly instalments, these will be automatically applied to the remaining balance on the PCL account.

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.

## 14. 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 where you have given your explicit consent for us to do so.

Our lawful ground of 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 from us 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](mailto:helpme@bemoto.uk) at any time.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as policy purchases, claims, renewals, etc.

## 15. Contract

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