# **BeMoto Terms of Business**

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, PE1 9RU

#### Your Contract

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

The first contract is with BeMoto ("we", "us" or "our") for arranging and administering your insurance policy on your behalf. We may charge you a fee for providing our services. This will be included in the total price of the insurance. Our terms and conditions are set out in this document.

You will be entering into a contract with the insurer specified on your Certificate of Motor Insurance for your motor insurance. The terms and conditions of your motor 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 insurer or service provider. The terms & conditions for each separate 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.

#### 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 registration number 715903). Our permitted business is introducing, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.



#### 2. Our Service (the products we offer)

BeMoto will act on your behalf, arranging and administering your insurance, as well as helping you with any changes you may have. Your documents will be emailed to you at the email address you have provided or, if requested, sent to you by post.

We offer motor insurance products from a panel of different insurers for your motorcycle.

We only offer products from a single provider for:

Product	Provider
Breakdown	RAC
Excess Contribution	UK General
Helmet & Leathers	UK General
Key Recovery & Lock Replacement	Key Care
Legal Expenses	Soter PS
Personal Accident	UK General
Premium Finance	PCL

#### 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 claims helpline:	01733 907009*
RAC breakdown assistance:	0330 159 0587*#

# Only if you have Titanium Cover with RAC included

#### 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 about the scheme is available from the FSCS website www.fscs.org.uk, or by calling 0207 741 4100, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.



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#### 6. Fees

In addition to premiums charged by your insurer, we may 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.	Up to £40
Mid-term changes e.g. change of motorcycle or address.	£0 ('Fair Use' policy)
Duplicate or replacement documents.	£O
Debit card transactions. Credit card transactions.	£0 2% of payment
Cancellation: a. Within the 'cooling-off' period b. After the 'cooling-off' period	No Fee Up to £40
Failure to provide evidence requested.	£20
Voided policies.	£40
Provide a copy of the information we hold about you.	£10

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 options you have chosen.

Our administration fee is non-refundable once the policy has started, even 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 information is used properly and is kept securely. Full details of how we will use your personal information is set out on our Website & Privacy Policy, and in the Data Protection section of the relevant Policy Document.

# **11. Renewing Your Policy**

Each renewal of the policy represents 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.

If you have paid for your policy by credit or debit card, we will automatically renew your policy by debiting that same card up to 2 days in advance of the renewal date.

If you are paying for your policy by instalments, we will try to renew your instalment plan with PCL. If you would like to change how you pay, please contact us as soon as possible.

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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 policy that meets your requirements we may offer an alternative insurer at renewal. Please ensure that you check your cover including endorsements and excesses to ensure they 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 has passed 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. We may share this 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 7 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 debit or credit 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 debit or credit 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 of premium 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 or pass your information to third parties for marketing purposes.

We may contact you about other products and services that may be of interest to you, or for market research, unless you have asked us not to. We may contact you by post, telephone, text message, email or other appropriate means. We may use your information after your policy has lapsed. If you do not wish your information to be used for these purposes please let us know.

#### 15. Contract

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

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.

\*Calls may be monitored and recorded.