

## Customer Terms of Business (“Terms of Business”)

### Tempcover Ltd (“Tempcover”)

2<sup>nd</sup> Floor Admiral House, Harlington Way, Fleet, Hampshire, GU51 4BB

Tempcover and yourself agree to be bound by these Terms of Business when you purchase a policy from us. You should read the information contained within these Terms of Business before you purchase a policy from us to decide if the services that we provide are right for your needs.

#### 1. Who Regulates Us?

The FCA is the independent watchdog that regulates financial services, including insurance. Please use this information to decide if our services are right for you.

Tempcover Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA number is 746985. You can check this at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768. Our permitted business is arranging and assisting in the administration and performance of a contract of insurance.

#### 2. What service will we provide you with?

We offer short-term motor insurance policies under 1 month in duration.

If we arrange a policy for you, we will not provide you with advice or a personal recommendation. We will help you make the right choice by asking some questions to narrow down the selection of cover options and provide information relevant to your insurance demands and needs. This will involve us providing you with a quotation. You will then need to make your own choice about how to proceed. We can answer any questions you may have but we will not be able to advise you.

In completing our on-line quotation, you have requested short-term motor insurance in accordance with the information that you have provided. The standard private car and commercial vehicle policies that we arrange and administer are suitable for people who require short-term motor insurance cover on a comprehensive basis whilst driving in the United Kingdom.

For more information relating to what we can and can not cover, please review our Eligibility Criteria at <https://www.tempcover.com/who-we-cover-eligibility>.

#### 3. Who do we act for?

As an insurance intermediary we act as an agent of the insurer when arranging and assisting in the administration of the policy of insurance that you purchase. We will source the best price for you and present this to you alongside documentation for you to read to make an informed decision about your purchase.

However, in certain circumstances we may act for and owe duties of care to other parties. We will inform you when these circumstances occur so you will be aware of any possible conflict of interest.

#### 4. Whose products we offer

We offer policies representative of a wide range of insurers and products that offer the types of cover required. We compare policies from those insurance providers in terms of cover and price, to offer an appropriate quotation for you, which will generally be the cheapest quotation based on the information that you have provided about yourself and your needs.

The price for the policy in question will be correct at the time of original quotation but is not guaranteed if it is not purchased at the time the quotation is provided and may change. Prices may change for a

variety of reasons, including but not limited to the insurance provider simply deciding to change the premium rate it will offer the cover for and changes to the insurance provider's acceptance criteria and/or the administration fees charged by ourselves.

Whilst we take every care to check the financial stability of any insurance provider/s on our panel, we cannot be held responsible if that firm subsequently ceases to trade.

#### **5. What will you to have to pay for our services and how can you pay us for our services?**

We charge an administration fee to cover the services that we provide for the carrying out of work preparatory to the conclusion of the policy and the provision of assistance in the arranging, administration and performance of the insurance contract (excluding claims handling).

In addition to any premium or charges applied by the insurer (which includes our commission for pricing your insurance business), we may apply no more than the following charges for arranging and administering your insurance. These charges are directly payable to Tempcover under a separate contract.

	<b>Temporary Car Insurance</b>	<b>Temporary Van Insurance</b>	<b>Temporary Bike Insurance</b>	<b>Temporary Learner Insurance</b>	<b>Impounded Vehicle Insurance</b>
<b>Maximum Administration Fee Payable to Tempcover</b>	£50.00	£50.00	£15.00	£20.00	£20.00

The administration fee is based on the cost of required checks and policy demand at the time of application. The amount of the charge will always be presented to you before you purchase the policy – look out for the information icon **(i)** on the quote page to view the policy cost breakdown. This fee is based on the cost of executing the following checks: identity validation check, driving licence check (where required), passport check (where required), vehicle registration look-up and postcode validation check.

We receive commission from our insurance provider/s in relation to any policy that we arrange which is a percentage of the premium paid by you, which means that a percentage of the premium you pay is paid by the insurance provider to us. We may also participate in performance-based profit share agreements with overriding commissions from time to time with insurance providers. The quotation we offer is based on the best price available at the time of quotation for the cover you have requested.

We earn the entirety of our commission and/or fees when your risk is successfully placed and take our commission and/or fees immediately upon receipt of payment unless agreed otherwise with your insurer. You are entitled at any time, to request information about earnings that we receive as a result of placing your business. Remuneration is only earned on the basis that it does not detract from our obligation to act in our client's best interest at all times.

We currently accept payment by Debit or Credit card. We require full payment of the premium before your policy can be completed and documents issued to you.

#### **6. How we will handle your money?**

We act as agent of the insurance provider/s for the collection of premium and where applicable any refunds. This means that premiums are treated as being received by the insurance provider/s when received in our separate insurer trust account and the insurance provider will bear the risk for any

losses that may arise from the failure of our firm. This means that the policy will start on the agreed start date irrespective of whether the insurance provider/s received payment of the premium. Any interest, or investment returns, earned on monies whilst in our possession will be retained by ourselves.

### **7. Your duty to disclose information**

If you are a consumer and enter into a contract of insurance wholly for non-business purposes you are under a legal duty to take reasonable care not to misrepresent information to insurers. If you misrepresent information deliberately, recklessly or carelessly respond to insurer questions then a claim under the policy may not be paid. If you are a commercial customer, entering into a contract of insurance by way of business, you have a duty of fair disclosure.

### **8. Changes, Cancellations and Refunds**

Policies of 30 days or less duration:

If your policy is for 30 days or less in duration, once purchased you will not be able to make any changes or additions to the policy and due to the short period nature of the policy, you will not be entitled to a refund of any monies paid if you cancel your policy. This is in line with the guidance set by the Financial Conduct Authority. You can view this in the FCA's Handbook under ICOBS 7.1 'The right to cancel', specifically section 7.1.3 'Exceptions to the right to cancel' -

<https://www.handbook.fca.org.uk/handbook/ICOBS/7/1.html>.

### **9. Claims**

In the unfortunate event of an accident or incident involving your vehicle, our dedicated claims handling team are here to help. For any claims related queries please call 0333 241 3392. As part of our service, we can help you to notify your claim correctly. If you are ever in any doubt as to what action to take in the event of a claim, please contact us on the number provided or email us at [contactus@tempcover.com](mailto:contactus@tempcover.com).

### **10. What to do if you are unhappy about our service?**

Every effort is made to ensure that we provide you with a high level of customer service at all times. However, if you need to bring any matter to our attention or wish to register a complaint about Tempcover, please contact us:

- in writing: to Head of Customer Experience & Compliance, Tempcover Limited, 2<sup>nd</sup> Floor Admiral House, Harrington Way, Fleet, Hampshire, GU51 4BB;
- by email: [complaints@tempcover.com](mailto:complaints@tempcover.com) for the attention of the Head of Customer Experience & Compliance; or
- by telephone: 0330 124 3832. This line is open 9am to 5.30pm Monday to Friday, excluding Bank Holidays and is used solely for the purpose of registering a complaint with Tempcover.

To help us continually improve our service, and in the interests of security, your communications may be monitored and/or recorded. Following the complaints procedure does not affect your right to take legal action. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ("FOS"). Further information is available by contacting them on 0800 023 4567 or by visiting their website on: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

As you have purchased your policy online and are unhappy with the policy or service provided you may complain via the Online Dispute Resolution platform developed and operated by the European Commission at the following website: [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr) . However, in the majority of cases, this will result in your complaint being handled by the FOS.

### **11. Are we covered by the Financial Services Compensation Scheme (FSCS)?**

Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If we were unable to meet our obligations, you could be entitled to compensation from this scheme, depending

on the type of insurance and the circumstances at the time. We are protected by the FSCS. You may be entitled to compensation from the scheme if it cannot meet its obligations. Further information about compensation scheme arrangements is available on the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100.

## **12. Confidentiality**

All personal information about you will be treated as private and confidential. We are registered under the Data Protection Act 2018 and we undertake to comply with the Act in all our dealings with your personal data. Your personal information will be kept secure.

For further information please view our Privacy Notice at: <https://www.tempcover.com/privacy-policy>.

## **13. Conflicts of Interest**

We have no close links with our insurance providers. We manage our conflicts of interest by monitoring the outcomes of our customers. There may be occasions when a potential conflict of interest arises. If this happens, we will inform you and obtain your consent before we carry out your instructions.

## **14. Your Schedule/Certificate of Insurance**

Your policy schedule and certificate of insurance will not be provided by us until we are in receipt of full payment of the policy premium. Once received, these will be issued to you on the policy confirmation and will be sent to you by email to the email address that you provide. You may also request a postal copy, free of charge. To request this please contact us on [contactus@tempcover.com](mailto:contactus@tempcover.com).

## **15. Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register**

Insurers pass information to the Claims and Underwriting Exchange Register operated by Insurance Database Services Limited and the Motor Insurance Anti-Fraud and Theft Register compiled by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be accessed by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, MIIC and your motor insurer to identify relevant policy information. Other insurance related databases may also be added in the future.

## **16. Privacy Notice**

When you contact us for an insurance quotation we collect the relevant personal information needed by an insurer to understand your insurance needs and calculate the premium. Under the Data Protection Act your various rights are detailed in our Privacy Policy.

For further information relating to your rights as a data subject please view our Privacy Notice at: <https://www.tempcover.com/privacy-policy>.

## **17. Applicable law**

This Terms of Business document is subject to English Law and the jurisdiction of English Courts.

## **18. Version Control**

Last updated: 16<sup>th</sup> August 2021.