

## 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. In addition to the contract that you have with the Insurer, you will have a separate contract with Tempcover Limited for the arrangement and administration of your insurance policy. This contract covers the specific insurance intermediary services that we provide directly to you.

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?

Tempcover Ltd is authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates financial services, including insurance. 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 provide access to a range of short-term motor insurance policies under 1 month in duration. We will present you with appropriate products, confirm prices, set up, administer and take payment for your insurance.

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.

By completing our on-line application, 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 designed 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 cannot 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 work to match customers to appropriate insurance products. As a result, during our work there will be times when we’re acting as your agent and other times when we’re acting in the capacity of agent of the insurer.

We will act for you when we complete all the preparatory work needed to set up your insurance policy. We will also be acting for you in the performance of the insurance contract such as when you notify claims to us. Our dedicated claims handling team will explain everything you need to know about making a claim and guide you through the process step by step.

We will act for the insurer when we make their product available to you and assisting in the administration of the policy of insurance. We will generally source the best price for you and present this to you alongside documentation for you to read to allow you 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 do we offer?

We offer policies representative of a wide range of insurers that offer the types of cover required. We compare policies from those insurers 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.

We work with the following insurers:

Ageas Insurance Limited	Granite Underwriting
Eridge Underwriting Agency Limited	Haven Insurance Company Limited
First Underwriting Limited	KGM Underwriting Services
Watford Insurance Company Europe Limited	

We also work with the following product providers:

The Automobile Association (AA) for optional Breakdown Cover  
CoPlus for optional Excess Reduction

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

#### 5. What will you have to pay for our services?

The total price you pay will always include an insurer premium and a Tempcover Fee. Where relevant the total price will also reflect any additional extras you have selected and/or an introducer fee.

##### Insurer Premium

- The insurer premium includes the costs of underwriting your insurance, any insurer charges, Insurance Premium Tax, and any commission Tempcover receive from the insurer for placing your business.
- Tempcover work with a panel of insurers. The individual arrangements we have in place with each insurer will determine how much commission Tempcover will receive, which for some insurers can be zero.

##### Add-ons

- Where available, additional extras can be added to your motor insurance policy. You can choose to add Breakdown Cover (provided by the AA) and/or apply Excess Reduction (provided by Coplus).
- These additional extras are optional and where they are selected, Tempcover will receive a commission payment from the product provider(s).
- The cost of these additional extras (which includes commission amounts payable to Tempcover) will be included within the price presented to you when you decide to include these extras.

##### Tempcover Fee

- The Tempcover fee covers our work preparatory to the conclusion of the policy and the provision of assistance in the arranging, administration and performance of the insurance contract.
- It is based on our costs for placing your business, conducting all required checks, policy demand at the time of application, and our costs for customer service and claims management activity.
- The required checks may include: identity validation check, driving licence check, passport check, vehicle registration look-up and postcode validation check.
- The amount of our Tempcover fee will always be presented to you before you purchase the policy.

The Tempcover fee will not exceed the following amounts for arranging and administering your insurance. These fees are payable directly to Tempcover under your 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 Tempcover Fee Payable</b>	£130	£130	£130	£130	£200

#### Introducer Fee

- You may pay an introducer fee where the policy is purchased through one of our selected partners.

From time to time, we may also participate in performance-based profit share agreements with insurers.

The quotation we offer is based on the best price available at the time of quotation for the cover you have requested. The quotation price will be correct at the time of issuing but is not guaranteed if it is not purchased at the time the quotation is provided and may change. Quotation prices may change for a variety of reasons, including, but not limited to, the insurer changing the premium rate it will offer the cover for or their acceptance criteria and/or changes to the Tempcover fee.

We earn the entirety of our Tempcover fee when your risk is successfully placed and take our fee 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 your best interests at all times.

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

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

We act as agent of the insurer for the collection of premium and where applicable any refunds. This means that premiums are treated as being received by the insurer when received in our separate insurer trust account and the insurer 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 insurer 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**

When you 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.

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

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-term 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 rules set by the Financial Conduct Authority.

#### **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. Calls to our offices may be recorded for training and monitoring purposes.

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 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. 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. Privacy & Confidentiality

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

## 13. Conflicts of Interest

We have no close links with our insurers. We manage any 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 Insurer Schedule/Insurer Certificate of Insurance

Your insurer policy schedule and insurer certificate of insurance, which form part of your contract with the insurer, will not be issued until we are in receipt of full payment of the policy premium. These will be issued to you via the policy confirmation email sent 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. Applicable law**

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

## **17. Version Control**

Last updated: 1<sup>st</sup> November 2021.