



Registered office: **Eversure Limited**, Bury House, 1-3 Bury St,  
Guildford, Surrey, GU2 4AW  
Telephone: 01483 347355  
Email: customer.service@eversure.com

## **Terms of Business for [www.comparebreakdowncover.co.uk](http://www.comparebreakdowncover.co.uk)**

### **Accepting our Terms of Business**

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

### **The Financial Conduct Authority**

The following are trading styles of Eversure Limited which is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 501311:

<b>Website/Trading Style</b>	
www.eversure.com	Eversure, Eversure Insurance
www.reducemyexcess.co.uk	ReduceMyExcess
www.protectmywedding.co.uk	ProtectMyWedding
www.insuranceforgolfers.co.uk	InsuranceForGolfers
www.comparebreakdowncover.co.uk	CompareBreakdownCover, CBC, CBC UK & European Breakdown Cover
www.gizmoinurance.co.uk	Gizmo Insurance, Gizmo

**This Terms of Business is in respect of: [www.comparebreakdowncover.co.uk](http://www.comparebreakdowncover.co.uk)**

**IMPORTANT NOTES: Should you visit any other websites operated by Eversure Limited our Terms of Business will vary. You should read each site's respective Terms of Business.**

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

You may check this on the Financial Services Register by visiting the FCA's website, <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

**Policy Adjustments: Receipt of instructions to alter your policy, including but not limited to: extensions of cover, addition or removal of add-on benefits, corrections, amendments and changes of vehicle.**

We do not regard instructions to arrange or amend cover to have been received until they reach the relevant personnel within our offices. We cannot accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems. If you have not heard from us within 2 working days, you should call us during normal office hours on 01483 347355.

We will usually deal with any requests to arrange or amend cover on the day your instructions are received by the relevant personnel within our offices, or the next working day if a weekend or public holiday. However, some instructions cannot be processed immediately or without obtaining additional information. Arranging cover or changes to your policy will only take effect once they have been agreed and we have confirmed them to you in writing.

We will also advise you of any extra premiums you must pay or premiums we must return to you. The change will not be effective until the premium is received.

If you have SINGLE TRIP cover, your cover needs extending and your cover is going to expire before we are next open, i.e. it is the weekend, a public holiday or before 09:00 or after 17:30 (outside of office hours), the only option available to you is to buy another policy from our website with the same breakdown assistance provider BEFORE your existing covers expires. In order to maintain continuous cover, this additional policy must start immediately after your existing cover expires and cannot come to an end until after your car is back in the UK.

## Our service:

### Helping you to decide

We source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

### The capacity in which we act for you

In providing our service, we act as an agent of the insurer. Only if this changes will we confirm the capacity in which we are acting before undertaking any relevant transactions on your behalf.

### Our product range and the range of insurers used

On the website [www.comparebreakdowncover.co.uk](http://www.comparebreakdowncover.co.uk) we only offer the following insurance products from the following insurance providers:

Insurance Product	Arranged by (if applicable)	Underwritten By
Breakdown Cover	Arranged by Voyager Insurance Services Limited with assistance by <b>Allianz Global Assistance</b>	AGA International SA
Breakdown Cover	Arranged by Voyager Insurance Services Limited with assistance by <b>Call Assist Ltd</b>	Ageas Insurance Limited
Breakdown Cover	Arranged by 2Gether Insurance Limited with assistance by <b>Emergency Assist Ltd</b>	Building Block Insurance PCC Limited
Breakdown Cover	Arranged by Voyager Insurance Services Limited with assistance by <b>Intana</b>	Astrenska Insurance Limited
Breakdown Cover	Arranged by PEX Insure on behalf of Bastion Insurance Company Limited	Bastion Insurance Company Limited
Breakdown Cover	Arranged by UK General Insurance on behalf of Great Lakes Insurance SE and with assistance by <b>National Breakdown</b>	Great Lakes Insurance SE

We will not in any circumstance guarantee the solvency of any insurer.

### Complaints and compensation

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact us at our Registered address provided at the start of this document.

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). For further information, you can visit FOS website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit.
- For compulsory classes of insurance (such as Third-Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk).

## **Payment for our services**

In good time before the conclusion of each insurance contract, or upon renewal, in order to remind you of your right to be informed of the level of commission which we receive from underwriters we will freely make available a copy of our Terms of Business on our website and, in the case of Eversure.com, within our 'login area'. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

We also charge you for handling your insurances as follows:

- Cancellations - £ nil
- Posting documentation – £ nil
- New business - £ nil
- Change of registration number or address - £5.00
- All other mid-term amendments - £ nil
- Renewals - £ nil
- Payment by Instalments - If you take up this option, this will be done by means of a separate agreement with our third-party credit provider Premium Credit Limited. The costs associated with this are included in the instalments.
- Copies of personal data we hold about you - £ nil (*however, we reserve the right to charge a fee of £10 where requests are excessive, including repetitive requests or requests for multiple copies*)

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

Full payment of premium and fees is due before cover commences.

We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

## **Handling money**

Our financial arrangements with all insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances, such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

## **Cancellation of insurances**

### ***Your Right to Cancel Within 14 Days***

We hope you are happy with the breakdown cover you have purchased.

After purchasing, should you decide that the cover provided no longer meets with your requirements, you have the right to cancel (as if the cover you purchased had never existed) within 14 days of receiving your cover documentation, and receive a refund of the premium paid.

This right of cancellation within 14 days does not apply for single trip cover that has already commenced or if you intend to make a claim.

For annual cover that has already commenced but is cancelled within this 14 day period, you will receive a pro-rata refund of the unused cover.

### ***Your Right to Cancel After 14 Days***

After this 14-day period, you may cancel your policy, but no refund will be available.

## **Ending your relationship with us**

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt. You may write to us using either our registered address or the email address provided at the start of this document.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 30 days' notice. Valid reasons may include but are not limited to non-payment of premium or fees, commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s), failure to provide requested documentation or information, deliberate failure to comply with terms set out within the Terms of Business or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers. Any return of premium due to you will depend on how long this policy has been in force unless you have made a claim in which case the full premium is due.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

### **Your responsibilities**

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy. If you are a commercial customer, please be reminded you are responsible for providing the complete and accurate information which insurers require at inception, renewal and throughout the life of a policy. If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid. You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

### **Use of personal data**

We will process any personal information we obtain in the course of providing our services to you in accordance with the General Data Protection Regulation 2016 (GDPR). In administering your insurances and where applicable arranging premium finance it will be necessary for us to pass such information to insurers and other relevant product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We will not otherwise use or disclose the personal information we hold without your consent. You can view our full legal bases for processing your data by visiting <https://www.eversure.com/privacy-policy.aspx>

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. Such information is necessary for us to perform our contract with you, and you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal.

### **Credit checks**

Other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

### **Conflict of interests**

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

### **Claims handling arrangements**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

### **Other matters**

These terms are governed by and construed in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales.