# **Dayinsure Terms of Business**

# **Capacity & Service**

Dayinsure, Dayinsure Learner, Monthinsure and Hourinsure are trading names of Dayinsure.com Limited who are an Independent Insurance Intermediary and act on behalf of our insurer partners in arranging your insurance. We offer short-term motor insurance, legal expenses and breakdown insurance. We will contact a single insurer when arranging your insurance, and do not have the facility to place business with other insurers.

# DEMANDS AND NEEDS

You will not receive advice or a recommendation from us. You will need to make your own choice about how to proceed and ensure the suitability of the product/s to meet your needs.

In completing our on-line quotation you have requested short-term motor insurance including legal expenses and where requested breakdown insurance in accordance with the details you submitted.

Our motor and legal expenses policies are suitable for persons who require short-term motor insurance cover on a comprehensive basis together with additional legal expenses cover. Optional breakdown cover is suitable for anyone who wishes to insure themselves against the costs of recovery in the event of their vehicle breaking down. Your specific demands and needs are as detailed by you on our on-line sales process.

# **CUSTOMER PROTECTION INFORMATION**

Dayinsure.com Limited is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 304010. We are permitted to advise, arrange and deal as agent for non-investment insurance contracts.

You can check this information on the FCA's Register by visiting the FCA's website **www.fca.org.uk** or by contacting the FCA on 0300 500 0597.

It is our intention to provide you with a high level of customer service at all times. However, should you be unhappy with our service or have any cause for dissatisfaction we have a formal complaints procedure. In the first instance you should contact us by E-mail, telephone or in writing at the above address. If you cannot settle your complaint with us, you may be entitled to refer it to the <u>Financial Ombudsman Service</u> www.financialombudsman.org.uk.

We are covered by the Financial Services Compensation Scheme (FSCS). 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. Further information about compensation scheme arrangement is available from the FSCS.

All transactions are completed on-line and you should not proceed to the payment screen and then authorise payment if you do not wish us to collect money from you. Quotations are valid and guaranteed only for the period of the internet session between your point of access and ours.

# YOUR DUTY TO PROVIDE INFORMATION

It is your responsibility to provide complete and accurate information to us when you take out your insurance policy and throughout the life of your policy. You must notify us of any changes including, but not exclusive to, motoring convictions or criminal convictions for any of the people insured; any vehicle modifications; any change to the way that the vehicle is used.

It is important that you ensure that all statements you make on our website or verbally relating to claims or in any documentation are full and accurate.

Please note that your premium and terms have been based on the information known to your insurer. Under the Consumer Insurance (Disclosure & Representations) Act 2012, you have a duty to take reasonable care not to make a misrepresentation of facts during pre-contractual negotiations. Please take reasonable care to answer all the questions honestly and to the best of your knowledge and to notify us of any changes during the life of your policy. Failure to do so may invalidate any future claim, policies may even be cancelled or void.

# **INFORMATION ON COSTS/REMUNERATION**

Premiums can be paid by Credit Card, Debit Card or Paypal. We make administration charges on all policies which you will be advised of in our quotation summary which you will view prior to purchase. The administration fee is payable by the customer to Dayinsure for Dayinsure's services to the customer for arranging and administering the insurance.

Dayinsure.com Limited is remunerated by receiving a percentage of premium by way of commission or brokerage which will be disclosed to clients on request. Alternatively, an agreed administration fee may be charged or a combination of a fee and/or commission. We may earn additional income from insurers to reflect our efficiency and/or profitability and from interest on our client trust account, which you consent to us retaining.

All insurance premiums will be held in a client bank account which means that whilst we have legal ownership the money remains for the benefit of our clients. Where it is a necessary part of arranging your insurance we may pay a proportion of your premium to insurers via another intermediary.

Dayinsure.com Limited acts as agent of insurers for the collection of premium. This means that premiums are treated as being received by the insurer when received in our bank account and the insurer will bear the risk for any losses that may arise from the failure of our firm.

# CANCELLATION AND REFUND POLICY

Our refund policy is determined by the product purchased. For Dayinsure Learner:

You are entitled to cancel your policy at any time. Provided there have been no claims or incidents likely to give rise to a claim you will be entitled to a refund of unused premium. If you cancel the policy before cover has commenced you will be entitled to a full refund of premium. If you cancel the policy after cover has commenced you will be entitled to a pro rata return of premium. Cover for days or part days which have already commenced will not be refundable.

For Dayinsure Short Term Car Insurance:

You are entitled to cancel your policy at any time. Provided there have been no claims or incidents likely to give rise to a claim you will be entitled to a refund of unused premium. If you cancel the policy before cover has commenced you will be entitled to a full refund of premium. If you cancel the policy after cover has commenced, you will be entitled to a return of unused premium Dayinsure.com Short Term Motor Insurance Dayinsure.com Limited, Mara House, Tarporley Business Centre, Nantwich Road, Tarporley, Cheshire CW6 9UY. E-mail: support@dayinsure.com (this is not pro-rata). Cover for days or part days which have

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# DOCUMENTATION

Certificates and other Policy documentation will not be released to you until we are in receipt of full payment of the policy premium(s). In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law. We can provide documentation on paper at no additional charge.

# **CONFLICT OF INTEREST**

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.

#### CLAIMS

In the event of a claim you should contact the insurers Helpline using the contact details in your policy documentation. Claims should be notified as soon as possible.

#### **TELEPHONE CALL CHARGES**

Calls to 0800 numbers are free from landlines and mobiles. Calls to 01 and 03 numbers cost the same as a standard landline call, even when dialling from mobiles.

#### LAW AND JURISDICTION

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English Courts.