Terms of Business

Eversure Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference No, 501311) Registered office: Bury House, 1-3 Bury Street, Guildford, Surrey, GU2 4AW. Registered in England, Company Number 6751893. You can check this out on the Financial Conduct Authority's (FCA) website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

Our permitted business is introducing, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts. 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 or via the contact us page of our website.

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.

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. 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.

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.

Policy Amendments

If you contact us to request a change to your policy, we will usually respond within two working days. Changes will not be considered to have taken effect until we have confirmed them to you in writing and, if applicable, collected the relevant premium. We reserve the right to collect any balances resulting from any midterm adjustments from the card held on file. If you have not heard from us within 2 working days of submitting your request, you should attempt to contact us again via the contact us page of our website.

Extending Single Trip Cover when we are closed
If you have a SINGLE TRIP breakdown or car hire excess insurance policy, and your cover needs extending and cover will 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 options available to you are as follows:

Breakdown Cover: 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.

Car Hire Excess: buy another policy from our website 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 the hire car has been returned.

Our Services

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. In providing our service, we act as an agent of the insurer.

When we sell you a policy, we receive commission from the insurer which is a percentage of the total premium. We also receive commission from the premium finance company should you opt to pay for your policy in instalments via our credit facility partner. 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 will not in any circumstance guarantee the solvency of any insurer.

Making a Claim

If you need to make a claim on your policy, please refer to the claim section of your policy wording for full details of the claim procedure.

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. All fees are retained by us and are not payable to the insurer.

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, where applicable, within your Eversure account.

We also charge you for handling your insurances as follows:

- **Policy Arrangement Fee***

Some policy arrangement fees vary in line with the policy premium; the exact fee will be confirmed at the point of sale in the policy price information.

	Policy Arrangement Fee	
	UK	Europe
Breakdown - Annual - Vehicle	£8.25	£16.50
Breakdown - Annual - Personal	£8.25	£16.50
Breakdown - Single Trip - Vehicle	-	£10.90
Breakdown - Add-Ons	£7.50	£7.50

	Policy Arrangement Fee
Car Hire Excess - Annual	£13.00
Car Hire Excess - Single Trip	£2.00 - £8.50

	Policy Arrangement Fee
Touring Caravan	£7.50 - £55.00
Static Caravan	£5.00 - £30.00

	Policy Arrangement Fee
Cycle	£0.44 - £30.00

	Policy Arrangement Fee
Camera	£5.50 - £50.00

* *Policy arrangement fees charged are not refundable in the event of policy cancellation both within and outside of the cooling off period.*

- **Mid Term Adjustments**

	Mid Term Adjustment Fee
Car Hire Excess - Annual & Single Trip	£10.00
Breakdown - Annual, Personal & Single Trip	£10.00
Cycle	£15.00
Camera	£15.00
Static & Touring Caravan	£25.00

Mid Term Adjustment fees will be automatically deducted from the card details we hold on file. If the adjustment to the policy also requires an increase in insurance premium, we will take payment once the adjusted cost of cover has been confirmed and agreed with you. Please note that any unpaid fees or additional premium may result in your cover becoming invalid.

- **Cancellations**
  - Please refer to the 'Ending Your Relationship With Us' section of this document.
- **Posting Documentation**
  - £ nil (If you would like to receive a copy of your documentation in paper format for no charge, including braille or large print, please contact us via our website).
- **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 are included in the instalments.
- **Copies of personal data we hold about you**
  - £ nil (however, we reserve the right to charge a fee of £10.00 where requests are excessive, including repetitive requests or requests for multiple copies).

You will receive a quotation at policy arrangement and renewal which will tell you the total price to be paid, and which identifies any fees, insurance taxes and charges separately from the premium before your insurance arrangements are concluded. Full payment of premium, fees are due before cover commences, except when payment is paid by monthly instalments. We hold your payment card details securely on file and reserve the right to use these to collect payment resulting from policy adjustments and automatic renewals.

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 follow the complaint handling procedure in your policy wording. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS).

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided Us with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:
Write to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Call: +44 (0) 800 023 4567 or +44 (0) 300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect Your rights to take legal action.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. If We are unable to meet our financial obligations You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (Freephone) on 0800 678 1100 or +44 (0)20 7741 4100.

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.

Interweb Media Ltd, a company registered in England and Wales under company number 3819705, are an Appointed Representative of Eversure Limited, whose registered address is also Bury House, 1-3 Bury St, Guildford, Surrey, GU2 4AW, United Kingdom.

Keeping You Covered

If you have an annual policy, your policy will automatically renew at the expiry of your period of insurance, unless you have informed not to renew. The renewal premium will be collected using the payment card details provided when your policy was first arranged, 7 days prior to the renewal date. You may stop your automatic renewal or change your payment details at any time by contacting us prior to the expiry date of your policy, this is shown on the certificate of insurance.

We will send you a renewal notice prior to the expiry of your policy, and this will confirm the price for the policy renewal plus details of any changes to the policy terms or condition.

Please refer to your policy wording for full details about the automatic renewal terms for your insurance product.

Ending Your Relationship With Us

Cancellation terms and processes vary by product. Please see your insurer's policy wording for their cancellation and refund terms. After purchasing our insurance, should you decide that the insurance no longer meets your requirements, you are entitled to cancel your insurance policy by notifying Eversure. The cancellation will be subject to the following cancellation fees:

- **Cancellation Fee***

	Cancellation Fee
Breakdown - Annual, Personal & Single Trip (Within & Outside Cooling Off Period)	£0.00
Car Hire Excess - Annual & Single Trip (Within & Outside Cooling Off Period)	£0.00
Cycle (Within & Outside Cooling Off Period)	£15.00
Camera (Within & Outside Cooling Off Period)	£15.00
Static & Touring Caravan (Within Cooling Off Period)	£15.00
Static & Touring Caravan (Outside Cooling Off Period)	£35.00

**A cancellation fee is not charged on Breakdown and Car Hire Excess products, however, please note the policy arrangement fee which was charged when cover was arranged or renewed is non-refundable if you cancel the policy.*

Cooling Off Period - For confirmation of your right to cancel, the cooling off period, please refer to the insurer's policy wording or insurance product information document (IPID). Details are also included of when a premium refund applies and how it is calculated.

In circumstances where we feel we cannot continue providing services to you, we will give you notice as per the policy wording. Valid reasons may include but are not limited to non-payment of premium or fees, and failure to provide requested documentation or information. Any return of premium due to you will depend on how long your policy has been in force unless you have made a claim in which case the full premium is due. If a balance is outstanding as a result of policy cancellation, we reserve the right to collect the balance from you, this includes the right to collect the balance due from the card using the payment card details provided when your policy was first arranged.

In accordance with our administrative processes, any refund of premium or fees that may become due following a policy cancellation, amendment, or adjustment will be subject to a minimum refund amount of £5.00. Where the value of any refund calculated is below £5.00, no refund will be issued.

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 and sensitive personal data free of charge. However, we reserve the right to charge an administration fee for providing this service, but only where requests are manifestly unfounded or excessive, including repetitive requests or requests for multiple copies.

If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, including payment card details or to cease contacting you about products and services, please write to us using either our registered address or via our the ‘Contact Us’ link on our website, https://www.eversure.com/contact.aspx

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.