

Clement Covers Terms of Business

Introduction

These terms are provided by Clement Covers Limited (Clement, we, our), a company incorporated in England and Wales No. 4996289. We are authorised and regulated by the Financial Conduct Authority under number 304010.

Clement is a subsidiary of Key Topco Limited (No. 7882080). Clement Covers and its associated products are trading names of Clement Covers Limited.

These Terms of Business become legally binding once accepted. We provide them each time you purchase a new policy to ensure that you are aware of any updates.

Capacity and Service

We act as an insurance intermediary, representing our insurer partners in the distribution and arrangement of your insurance. We offer short-term motor insurance, legal expenses coverage, breakdown insurance, and excess protection.

Our products are provided by insurers on a non-exclusive basis. We provide information only and do not offer advice or personal recommendations based on a fair personal analysis.

To purchase a policy, you must agree to the contract with the relevant insurer, which outlines the terms and conditions of coverage. The insurer's details are included in your insurance contract, which is available before purchase and upon request.

Within 7 days of a policy being purchased, modified, or canceled, Clement has the authority to electronically upload policy information onto the Motor Insurance Database (MID).

Your Duty to Provide Information

You must take reasonable care to provide full and accurate information to the best of your knowledge. This includes any details that may influence an insurer's decision to issue or maintain a policy.

You must inform us of any changes, including but not limited to personal details, residential address, motoring convictions, criminal convictions of insured individuals, vehicle modifications, or changes in vehicle usage.

All statements made on our website, verbally, or in any documents must be complete and accurate.

Demands and Needs

You are responsible for ensuring that the chosen product meets your needs. Your specific demands and needs, as provided during the online sales process, are outlined in the quotation summary. We also provide supporting policy information to help you make an informed decision before purchasing any product.

If you need to contact us about your policy, we can only discuss it with the policyholder named in the application or policy schedule.

Quotations are valid only for the duration of the online session and are subject to change at our discretion.

Clement Short-Term Insurance:

By completing an online quotation request, you have requested a short-term motor insurance policy, including legal expenses and, if selected, optional breakdown coverage and excess protection.

The included motor legal expenses policy is intended for those seeking additional legal expense coverage.

Clement Learner Insurance:

By completing an online quotation request, you have requested a learner motor insurance policy, with the option to include breakdown coverage and excess protection.

Our learner policies provide comprehensive coverage for individuals learning to drive in either a borrowed or personally owned vehicle.

Clement Optional Add-On Products

Breakdown Cover

Optional breakdown coverage is available for individuals seeking protection against vehicle breakdowns and related recovery costs.

Excess Protection Cover

Optional excess protection coverage is available for those who wish to cover the excess amount incurred when a claim amount exceeds the excess threshold.

Customer Protection Information

Clement Covers Limited is authorised and regulated by the Financial Conduct Authority (FCA) under register number 304010. We are permitted to arrange, administer, and act as an agent for non-investment insurance contracts.

You can verify this on the FCA's Register by visiting www.fca.org.uk or calling 0300 500 0597.

We work with both rated and non-UK unrated insurers. During the quotation process, we will clearly state whether your policy is underwritten by a rated or unrated non-UK insurer, allowing you to make an informed decision about the suitability of the coverage.

An insurer is not required to be rated, and a 'rated' status does not guarantee an insurer's ability to fulfill its obligations.

For more information on making an informed choice about unrated insurers, visit our website.

Financial Services Compensation Scheme (FSCS)

Clement is covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation. Eligibility depends on the type of business and the nature of the claim. More information is available at www.fscs.org.uk.

Complaints

We strive to offer excellent customer service. However, if you are dissatisfied with our service, you may file a complaint via email, phone, or in writing. If we are unable to resolve your complaint, you may refer it to the Financial Ombudsman Service (www.financial-ombudsman.org.uk).

The Financial Ombudsman Service is an independent body handling general insurance complaints. Complaints must be referred within six months of our final response. This does not affect your right to take legal action against Clement Covers Limited.

Transactions and Premiums

All transactions are completed online. You should only proceed to the payment screen if you intend to authorize payment.

Premiums can be paid via credit or debit card directly or through an electronic wallet. We charge an administration fee on all policies, which is disclosed in the quotation summary before purchase.

All premiums are held in an Insurance Brokers Trust Bank Account for customer benefit. If necessary for policy arrangement, we may pay a portion of your premium to insurers through an intermediary.

As an agent of insurers for premium collection, the insurer treats premiums as received when they reach our account. Any associated risks are borne by the insurer.

Fees

The administration fee is a separate charge from your insurance premium. This fee covers the cost of services provided before, during, and after your policy is issued (excluding claims handling). The administration fee is retained by us and is not controlled by insurers.

Amendments to Policies

If eligible, you may extend your policy up to three times, as long as the total duration does not exceed the product's maximum allowable period. Each extension will incur a proportionate administration fee and additional premium. The prices and offers are subject to change at our discretion, so it's important to review the terms periodically. Extensions are available based on eligibility criteria and may be subject to approval. Please ensure that you are aware of the updated costs and conditions when extending your policy. Always check for any changes in offers or pricing before making a decision.

Remuneration

We receive a percentage of the premium as commission or brokerage, which we disclose upon request. Additionally, we may earn income from efficiency and profitability incentives or interest on our client trust account, which you consent to us retaining.

Cancellation and Refund Policy

Refunds depend on the purchased product.

For Clement Short-Term Insurance and Clement Learner Insurance:

You may cancel your policy at any time. If there have been no claims, you are entitled to a refund of the unused premium.

If canceled before coverage starts, you receive a full refund.

If canceled after coverage begins, we recalculate your premium and refund the difference.

No refunds are provided for days or part-days that have already begun.

Documents

Once full payment is received, we will send your certificate and legally required documents. Paper copies are available upon request at no extra charge.

give more brief answer
Conflict of Interest

If a potential conflict of interest arises, we will inform you and obtain consent before proceeding.

Claims

To file a claim, contact your insurer's helpline using the details provided in your policy documents. It's important to report claims as soon as possible to ensure a smooth process. Delays may affect your claim's assessment or payout. Have your policy number, relevant details, and any supporting documents ready when calling. If required, provide a written statement or complete any necessary forms as instructed. Depending on the type of claim, you may need to submit photos, receipts, or other evidence. Some insurers offer online claim filing options for added convenience. If your policy includes specific timeframes for reporting claims, ensure you adhere to them to avoid complications. In case of disputes, refer to your insurer's complaints procedure for resolution. Keep records of all communications, including claim reference numbers, for future reference. If you need further assistance, consult your insurer's website or customer service representatives for guidance.

Call Charges and Recording

Calls to 0800 numbers are free from both landlines and mobiles, making them a convenient option for users. However, calls to 01 and 03 numbers are subject to charges, typically at standard rates, though these charges may be covered by specific phone plans depending on the provider. It is important for customers to check with their network provider to understand the exact costs associated with calling these numbers. Additionally, calls to these lines may be recorded for monitoring purposes, which is done for security reasons and to improve service quality. Such recordings may also be used for training and auditing, ensuring that any issues are promptly addressed. Customers should be aware of these practices to stay informed about how their data and communications are handled, as well as to avoid unexpected charges when making calls. Always check your phone plan details to determine whether calls to 01 and 03 numbers are included.

Law and Jurisdiction

These terms are governed by English law. Any disputes arising out of or in connection with these terms, including any question regarding their existence, validity, or termination, will be subject to the non-exclusive jurisdiction of the English courts. Both parties agree to submit to the jurisdiction of these courts, although this will not prevent either party from seeking relief in any other jurisdiction where it may be appropriate to do so. The non-exclusive jurisdiction clause ensures that either party may choose to bring disputes before English courts, while not limiting their right to seek remedies elsewhere if deemed necessary. This provision also acknowledges the primacy of English law in the interpretation and enforcement of these terms. By agreeing to these terms, both parties recognize and accept this legal framework for dispute resolution.