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ClementCover Terms of Business

Introduction

These terms are provided by ClementCover.com Limited (ClementCover, we, our), a company incorporated in England and Wales under registration number 4996289. We are authorised and regulated by the Financial Conduct Authority under number 304010.

ClementCover is a subsidiary of Key Topco Limited (No. 7882080). ClementCover, ClementCover Learner, Monthinsure, and Hourinsure are trading names of ClementCover.com Limited.

These Terms of Business are legally binding at the point of acceptance. We provide them each time you purchase a new policy from us to ensure you have accepted any changes we have made to them.

Capacity and Service

We are an insurance intermediary and act on behalf of our insurer partners in distributing and arranging your insurance. We offer short-term motor insurance, legal expenses insurance, breakdown insurance, and excess protection.

Our products are provided by insurers on a non-exclusive basis. We provide information only – we do not give advice or a personal recommendation based on a fair personal analysis.

To buy a product from us, you will need to agree to the contract with the relevant insurer. This will govern the terms and conditions on which they insure the vehicle and individuals.

You can find the insurer's details in your insurance contract, which is provided to you before purchase. These details are also available upon request.

Within 7 days of a policy being bought, amended, or cancelled, ClementCover has delegated authority from the insurer to electronically upload the policy information onto the Motor Insurance Database (MID).

Your Duty to Provide Information

You must take reasonable care to answer all questions fully and accurately and to the best of your reasonable knowledge. This must include anything that may affect an insurer's decision to issue a policy or continue cover.

You must notify us of any changes, including but not limited to: personal circumstances or residential address, motoring convictions, criminal convictions for any of the insured individuals, any vehicle modifications, or any change to the way the vehicle is used.

It is important that you ensure all statements you make on our website, verbally, or in any documents are full and accurate.

Demands and Needs

You will need to make your own choice about how to proceed and ensure the suitability of the product(s) to meet your needs.

Your specific demands and needs, as you have provided them during the online sales process, are displayed in the quotation summary. We also provide supporting policy information to help you make an informed decision before purchasing any products from us.

If you need to contact us to discuss the policy, please note that we can only speak to the policyholder named on the application or policy schedule.

Quotations are valid and guaranteed only for the duration of the internet session between your point of access and ours. Prices are subject to change without notice and at our discretion.

For ClementCover Short-Term Insurance:

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

Included in our short-term insurance is a motor legal expenses policy. This is suitable for people who want additional legal expenses cover.

For ClementCover Learner Insurance:

By completing your online quotation request, you have asked for a learner motor insurance policy and, if requested, optional breakdown insurance and excess protection.

Our learner policies are suitable for people who want comprehensive learner insurance on a borrowed vehicle or a vehicle they own.

ClementCover Optional Add-On Products

Breakdown Cover:

Optional breakdown cover is suitable for anyone who wants to insure themselves against vehicle breakdowns or the costs of recovery if the vehicle breaks down and cannot be fixed at the roadside.

Excess Protection Cover:

Optional excess protection cover is suitable for anyone who wants to insure themselves against the excess amount incurred when a claim exceeds the excess amount.

Customer Protection Information

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

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

We work with both rated and non-UK unrated insurers. During your quotation process, we will clearly state whether the policy is being underwritten by a rated or an unrated non-UK insurer. This ensures you can make an informed, non-advised decision about whether the policy provides suitable cover to match your needs and personal circumstances.

An insurer need not be rated. The 'rated' status does not necessarily guarantee that an insurer can fulfill its obligations to its customers.

For more information about making an informed choice regarding whether to use an unrated insurer, visit our website: www.clementcover.com/mulsanne/

As the broker, we cannot and do not guarantee an insurer's solvency or continued ability to trade throughout the duration of your insurance policy. It is your responsibility to decide on an insurer's suitability and whether you wish to proceed.

Financial Services Compensation Scheme (FSCS)

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 the compensation scheme is available from the FSCS at www.fscs.org.uk.

Complaints

We aim to provide you with a high level of customer service at all times. However, if you are 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 email, telephone, or in writing at our address.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS) at www.financial-ombudsman.org.uk.

The Financial Ombudsman Service (FOS) is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after ClementCover has provided you with written confirmation that our internal complaint procedure has been exhausted. Referral to the FOS must be made within 6 months of our final response to you. This referral service does not affect your right to take legal action against ClementCover.com Limited.

Information on Transactions and Premiums

All transactions are completed online. You should not proceed to the payment screen and authorize payment if you do not wish us to collect money from you.

Premiums can be paid by credit card, debit card, or via an electronic wallet. We charge an administration fee on all policies, which we will inform you about in our quotation summary. You can view this before purchase.

All insurance premiums will be held in an Insurance Brokers Trust Bank Account, meaning that while we have legal ownership, the money remains for the benefit of our customers. If necessary for arranging your insurance, we may pay a proportion of your premium to insurers via another intermediary.

ClementCover.com Limited acts as an agent of insurers for collecting premiums. This means the insurer treats premiums as received when they reach our bank account. The insurer bears the risk of any losses that may arise from the failure of our firm.

Fees

The administration fee is payable by you directly to us under a separate contract. It does not form part of your insurance contract with the relevant insurer. This fee covers the cost of the services we provide to you before, during, and after the insurance contract is concluded (excluding claims handling). We retain the administration fee, and insurers have no control over or involvement in this fee.

Amendments to Policies

If eligible, you may be able to extend your policy duration up to a maximum of 3 times. The maximum duration of the relevant product cannot be exceeded. You will be charged the appropriate proportion of the administration fee and premium each time your policy is extended. Prices and offers are subject to change at our discretion.

Remuneration

In addition, we are paid by receiving a percentage of the premium as commission or brokerage, which we will disclose to you upon request.

We may earn additional income from insurers to reflect our efficiency and/or profitability, as well as from interest on our client trust account, to which you consent by agreeing to these terms.

Cancellation and Refund Policy

Our refund policy is based on the product purchased.

For ClementCover Short-Term Car Insurance and ClementCover Learner Insurance:

You are entitled to cancel your policy at any time. If there have been no claims or incidents likely to give rise to a claim, you are entitled to a refund of the unused premium.

- If you cancel the policy before cover has started, you are entitled to a full refund of the premium.
- If you choose to cancel this policy after cover has started, we will recalculate your insurance premium based on the period from the policy start date until the cancellation date. We will refund you the difference between the recalculated insurance premium and the premium you have already paid.

Please note that the cost of a short-term policy will be proportionally greater than a longer-term policy, so you may receive a smaller refund than expected.

We will not refund cover for days or part-days that have already begun.

Documents

Once we have received full payment for your policy, we will send you your certificate and all the documents required by law. If requested, we can provide paper documents at no extra charge.

Conflict of Interest

There may be occasions when a potential conflict of interest arises. If this happens, we will inform you and seek your consent before carrying out your instructions.

Claims

To make a claim, you should contact the insurer's helpline using the contact details provided in your policy documents. Claims should be notified as soon as possible.

Telephone Call Charges and Call Recording

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 dialing from mobiles. They are usually included in inclusive minute plans from landlines and mobiles. For your and our protection, telephone calls may be recorded and monitored.

Law and Jurisdiction

These terms of business are governed by and interpreted in accordance with English law. Regarding any legal action or proceedings arising out of or in connection with these terms of business, you and we submit to the non-exclusive jurisdiction of the English courts.