



# Terms and conditions of Business

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## About Us

U Drive Cover Limited is an insurance intermediary and we are authorised and regulated by the Financial Conduct Authority. We are on the Financial Services Register No: 615682. ([www.FCA.org.uk/register](http://www.FCA.org.uk/register)) The company is registered in England and Wales No 8673216; and its' registered address is Pilgrim House, Oxford Place, Plymouth, PL1 5AJ.

## Our Status and Products

As an insurance intermediary we act as your agent. We may also have relationships with insurers and act for them in a limited capacity. If we have binding authority or claims handling authority with an insurer, we will disclose this. We do not guarantee the solvency of any insurer we place business with.

Some insurers appoint us as their agent for the receipt of premium and the issuing of documents. They may also allow us to discount premiums in limited circumstances. We will advise you when these circumstances occur so you will be aware of any possible conflicts of interest. We are subject to laws of agency and will always act in your best interests. You will not receive advice or personal recommendations from us. We will ask sufficient questions to establish your demands and needs.

Any quotation we give you will be consistent with those demands and we will identify the lowest price product(s) that meet those needs. You will then need to decide how to proceed and whether you consider if the product is suitable for you. Our full list of insurers that we partner with can be found on our website [www.udrivecover.com](http://www.udrivecover.com).

When arranging instalments, we act as a credit broker and not a lender. We only offer instalment facilities from Close Brothers Premium Finance which is covered under the policy. Any quotation of your monthly payments will include the interest rate of the third-party finance company. When paying by card, please note, any refunds due to you will only be made back to that card. This is to protect you, us, and our panel of insurers from fraudulent activity and money laundering. Close Brothers terms can be found [here](#).

## Your Duty of Care:

All customers– you must take reasonable care to provide complete and accurate answers to the questions we ask you when you take out, make changes to, or renew your policy. This is per the terms of the Consumer Insurance (Disclosure and Representations) Act 2012. If you are in doubt, please contact us. Insurance is based on the information that you give to the insurer and if this information is wrong or incomplete, claims may not be paid in full or at all, your policy may be cancelled, have special terms imposed, policy voided, and the premium may not be returned. This information could include but not limited to change in occupation, address, convictions, driving convictions and claims information.



## Making changes to your policy:

You must also inform us of any changes to your policy details during the life of your policy, including at renewal. Please carefully read all policy documents sent to you and inform us immediately of any incorrect information shown. If you have any difficulty in understanding anything, please let us know and we will assist you. For your protection, insurers maintain databases to prevent fraud and the information you give us may be subject to checks.

Before making changes to your policy i.e., purchasing an alternative vehicle, we would recommend that you call our customer services team on 0333 400 1061 to ensure that your Insurer will offer cover on the alternative vehicle. Our panel of Insurers all have their own criteria for offering cover on vehicles, depending on various factors which include but are not limited to, their grouping, minimum and maximum values, and your driving experience. Please note that most Insurers will not agree to change from a car to van.

## Renewal of your policy:

We will send you a renewal invitation at least 14 days before the due date and if you do not wish to accept this or want to amend the details please contact us on the number provided on your renewal invitation. Your policy may be eligible for automatic renewal. If your details have not changed and you wish to go ahead with the renewal you do not need to do anything, If, however, your details have changed, or you do not wish to renew your policy you must notify us before the due date. You must contact us to make a payment before the renewal date if you have not received confirmation that your policy is being automatically renewed.

## Commercial customers only:

If you are purchasing insurance for purposes related to your trade, business, or profession: in addition to the above, you must disclose all facts material to the insurance you wish to take out. The facts you need to reveal are all those which the insurer needs to estimate your risk and set the premium and terms. You must disclose this information clearly and substantially correct.

## Purchasing a policy with us

Our process is to validate all the information you have provided us through the price comparison site or direct. This allows us to verify with yourself all the details provided are accurate and correct, that we have provided you with an accurate quote and to ensure that you are fully covered in the event of a claim. Any inaccuracies in the information provided could lead to the cancellation or voidance of your policy and any future claims rejected. During this time if you have purchased the policy online then cover is in place from the time and date selected. Once the validation checks have been completed our friendly sales team will contact you to confirm this and to issue your documents.



## Verification and Validation checks

We run a series of validation and verification checks to ensure the information provided to us is accurate and correct. To run these checks, we may call out to some of our validation partners. Our checks include but not limited to Licence validation, Fraud Prevention, claims verification, identity and may involve a credit search. These checks are in place to ensure that you are fully covered and to protect our insurer partners.

## MID

Your information is added to the MID (Motor Insurers' Database) to be stored during the term of your policy. This can be used by authorised bodies such as the DVLA, police, Insurance Fraud Bureau and other bodies permitted by law. This includes but not limited to Electronic Licencing, Continuous Insurance Enforcement, Law Enforcement. Which is for the purposes of preventing, detecting, apprehension and prosecution of offenders. Please note that from when your policy has been checked, verified, and incepted it can take up to 4-5 working days before you may see your vehicle details appear on the MID. Please ensure that we have the correct registration on your policy as this could invalidate your insurance.

## Impounded Vehicle

We are unable to provide a quote online if your vehicle is impounded by the police. We do, however, have a wide range of providers that are able to provide quick and competitive quotes to release your vehicle from the police compound. All our policies require a direct bank transfer for impounded vehicles. These policies are non-refundable. Please call our sales team for a quote 0333 400 1060.

## Short Term policies (30 days and under)

Once accepting a short-term policy for 30 days or under, there will be no refund of premium if cancelled before the expiry of the short-term policy. This is also the case if the short-term policy is cancelled within 14 days of inception of the policy.

## Documents we will request

To ensure we hold all the correct information our insurers request customers to send documents. These are usually requested by our customer services team and they include but are not limited to Signed Motor Proposal Form, Copy of your photocard licence, DVLA licence summary\*, proof of no claim's bonus entitlement.

### DVLA Licence summary

\*By providing us with your driving licence number /DVLA code you are giving consent for us to input your details into the DVLA website to view your driving licence summary. Your driving licence summary will show your test pass date, driving status and any driving convictions in the last 5 years.



## Our Service Charges

We are remunerated by commission from your premium and paid to us by your insurer. We will also charge you a new policy/renewal fee. Where we receive no commission from the insurers, we will charge 15% commission in addition to the insurer's premium, this includes any changes made throughout the policy. All premiums we quote are inclusive of commission we receive or charge.

We may receive other income based on the profitability or volume of our accounts from an insurer, or commission for arranging instalments from a premium finance provider. We may earn income from claims management companies. You have the right to ask us about our earning at any time. Because the commission rates paid by insurers are variable and do not always reflect the level of work carried out by us, we also make individual service charges over and above the charges made by your insurers to cover the administration of your insurance policy. Such charges are non-refundable and are detailed below:

Arranging new policy	£75.00
Renewing a policy	£50.00
Making changes to a policy	£50.00
Issuing documents via post	£10.00
Voidance or misrepresentation of a policy	£125.00 cancellation fee will be imposed, and we will not refund any commission. The insurers may decide to retain the full premium for deliberate or reckless misrepresentation.
Cancellation of a policy within 14 days "cooling off period" or before the policy starts	£75.00 cancellation fee and the insurers will charge you for the time you have been on cover
Cancellation of a policy outside the "cooling off period"	£75.00 plus the insurer's cancellation terms. Please see "Cancellation terms"

## Voidance of policy or Misrepresentation

A cancellation fee of £125.00 plus the time you have been insured is charged for any deliberate or reckless misrepresentation of information provided. The insurers may decide to retain the full premium for deliberate or reckless misrepresentation. This includes but not limited to failing to disclose any motor insurance claims, motoring convictions or non-motoring convictions.

## Additional Products

We have various additional products that can complement your policy (see website for further details), please note we are only able to add or remove an additional product within the first 14 days of cover.

## Your Cancellation Terms

If you decide to cancel you should always discuss this with us on 0333 400 1060 as there may be other options available to you. Some Insurers require the cancellation to be in writing. Please note, cancelling your direct debit does not cancel your policy. The policy can be cancelled anytime during the period of insurance, but cancellation terms will be dependent on when the policy has been cancelled. Below is the cancellation table that insurers may charge when the policy has been cancelled.

Month(s) on Cover	1 month	2 months	3 months	4 months	5 months	6 months	7 months	8 months +
% of Premium due	30%	40%	50%	60%	70%	80%	90%	100%

There will be a £75.00 cancellation charge if you ask us to arrange a policy for you and then change your mind before it starts.

### *14 day cooling off period*

All consumers have the statutory right to cancel within 14-day of inception, renewal or upon receipt of the policy documentation, whichever is the latter provided there have been no claims. We will charge you £75.00 cancellation fee, and the Insurers will charge for any days of cover provided plus an administration fee, provided you have not incurred claims during that period. Refunds will be processed normally within 30 days, and only once we have received the refund from your Insurers.

### *Cancellations after 14 days*

Our charge is £75.00, the Insurers will also charge you for the time on cover or a percentage of the premium. Below are examples of the typical charges for the percentage of the premium broken down by the number of months on cover.

You may be entitled to a refund of premium if your premium has been paid in full. If you are paying by instalments there may be an outstanding balance to pay. If you have made a claim the full premium may be payable. Additional products are non-refundable after 14 days. Refunds will be processed normally within 30 days, and only once we have received the refund from your Insurers.

Month(s) on Cover	1 month	2 months	3 months	4 months	5 months	6 months	7 months	8 months +
% of Premium due	30%	40%	50%	60%	70%	80%	90%	100%



### *Unpaid Premium*

If you do not pay any sums due to us and we must appoint a debt recovery agent, they may charge you a fee for their service. They may run credit checks, use tracking systems, use legal services—any unpaid premium to them may result in a CCJ– County Court Judgement, against you.

## Payment Methods

### *Continuous Payment Authorisation*

If you make arrangements with us to make payments on certain dates, with your credit or debit card details, we will take the payments on those dates or the following working day until the payment arrangement has finished unless advised by you to rearrange the dates of the payments or stop those payments.

We reserve the right to set up Continuous payment authority with you to collect payments for mid-term adjustments, defaulted payments, or outstanding balance after the cancellation of your policy. When we set this up we will advise you of this option, we will get the cardholder's permission and advise them of the dates and amounts we will take. You can cancel this by contacting us and advising us of withdrawing your consent for us to take payments from your card.

### *Paying by Instalments – Premium Finance*

You can choose (subject to our agreement) to pay your premium by instalments which you will enter into a credit agreement with our chosen finance provider. We use Close Brothers Premium Finance Ltd (CBPF) as our chosen provider and act on their behalf as a credit broker, not the lender. To assess your application CBPF will carry out an Anti- Money Laundering assessment and may use credit scoring, credit reference agencies and automated decision- making systems. If they are unable to validate your application, they will not be able to arrange the finance for your insurance premium. This assessment is performed after your insurance policy has been validated and confirmed. If CBPF are unable to provide the finance for your premium, then we will discuss alternative payment options with you. The finance provider will send you their own terms and conditions. In the event of a claim the Underwriters reserve the right to deduct any outstanding finance from your claims payment if the claims are for the loss or damage to your vehicle. We will inform you of the interest charges at the point of sale. For arranging your finance, we also receive commission through the interest charged throughout the agreement please contact us for a full breakdown. If your agreement were to end early or the agreement was to cancel, we would only earn the commission on a pro rata basis. Full monetary details can be found in your welcome pack sent by Close Brother's Premium Finance.





### *Counter Indemnity on default of premium finance:*

If the client defaults on what they owe their premium finance provider, Close Brothers Premium Finance Limited, then the client acknowledges that U Drive Cover Limited have agreed to pay Close Brothers Premium Finance Limited the amount outstanding by the client and the client agrees that U Drive Cover Limited may recover from the client what they have paid on the client's behalf.

### *Change of card or bank details*

Please call our customer services team on 0333 400 1061 to change your card details if you are paying by continuous payment authority or you need to change your bank details if you are paying by instalments. Alternatively, Close Brothers Premium Finance can be contacted on 0333 321 8566.

## Claims

If you are involved in a road traffic accident or an incident occurs in your home which may result in a claim please contact our Claims Handling team as soon as possible. Claims Handling is provided by and administered by Crusader Assistance who can provide assistance to you with your road traffic accident or incident at home and other services such as hire car in a non-fault accident, legal advice, and uninsured loss recovery. Please make sure any claims information is provided to Crusader Assistance or to your insurers so that they can best assist you in your claim. You can contact Crusader Assistance on 0208 487 0569, email them at [info@crusaderassistance.co.uk](mailto:info@crusaderassistance.co.uk) or use this link to fill a form online with them. <https://www.crusaderassistance.co.uk/make-a-claim/>

Please note that if you have had an accident during the term of your policy the full balance will be charged if you cancel after the claim has occurred unless the Insurer has recovered their costs from the third party.

## Telephone calls

Our telephone calls may be recorded. This is for training, monitoring, quality, and compliance purposes.

## Complaints:

It is always our intention to provide an exceptional service. However, if you are unhappy with our service please contact us immediately and we will endeavour to provide you with the service you are entitled to. You can contact us on 0333 400 1060, by email to [complaints@udrivecover.com](mailto:complaints@udrivecover.com) or in writing to: Grosvenor House 4/7 Station Road, Sunbury-on-Thames, TW16 6SB. If we are unable to resolve your complaint by close of business on the third working day after receipt an acknowledgement will be sent no later than 5 working days after receiving your complaint confirming who is dealing with the complaint and when we will expect to respond to you. Within 8 weeks of the date, we receive a complaint we will provide you with our final decision. If you remain dissatisfied, you may be eligible to refer the matter to the Financial Ombudsman Service, details on how to contact them are below.

Web: <https://www.financial-ombudsman.org.uk/>

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)



Telephone: 0800 023 4567

Address: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, LONDON, E14 9SR

### *Financial Services Compensation Scheme (FSCS)*

We are covered by the FSCS. You may be entitled to compensation from this scheme if we cannot meet our obligations. Further information is available from [www.fscs.org.uk](http://www.fscs.org.uk)

### *Protecting your money:*

We hold your premium payment in a trust account until it is passed to the Insurers. While in the account it cannot be used for any other purposes other than paying the Insurers or Brokers through whom we have arranged your insurance. We will retain interest earned on the account. In the case of a refund, it can take up to 30 working days for the finances to arrive from the insurers and be refunded to you.