



Welcome to My Compare Buddy - Terms of Business. It is important that you read and understand these Terms of Business as they contain valuable information and legal facts which will govern our relationship with you and sets out the basis on which My Compare Buddy will arrange and administer your insurance policy. If you have any questions regarding our Terms of Business please go to our “Contact us” page.

By using this website you are agreeing to these Terms of Business and our Privacy policy. If you do not agree to these Terms of Business and /or our Privacy Policy, you are not permitted to access and use this website and you should stop using and / or accessing them immediately. If you are in breach of these Terms of Business, your right to access and use the website will cease immediately.

## About us

In these Terms of Business, “we”, “us” or “our” refers to My Compare Buddy a trading style of E-Coeus Limited, a company registered in England and Wales (Registration Number 12086484) at Trafalgar House 5 Fitzalan Place Cardiff CF24 0ED. My Compare Buddy is a **trading style of E-Coeus Ltd, an Appointed Representative of Your Company Matters Ltd, (Registration number 05649402). Authorised and Regulated by the Financial Conduct Authority** this can be confirmed at <https://fca.org.uk/firms/financial-services-register> or by contacting the FCA on 0800 111 6768.

## Our Services

My Compare Buddy is a trading name of E-Coeus Limited under Company number 12086484 an Appointed Representative of Your Company Matters Limited, Company number 05649402. Authorised and Regulated by the Financial Conduct Authority. E-Coeus Limited is an independent insurance intermediary. You can check these details online at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling 0800 111 6768.

When you appoint us to work for you, we become your agent. This means that we are acting in your interests and upon your instructions, to secure the agreed outcome for you. There are occasions where we undertake certain duties on behalf of an insurer (for example, we sometimes issue policy documentation), and when this takes place the legal position is that we are acting on behalf of the insurer only for that specific task. We will clearly identify these circumstances to you so that you are correctly informed. So that we avoid any perceived conflict of interest or questions of propriety we do not hold agreements with insurers to settle claims.

All our sales are conducted on a non-advised basis. This means you will not receive any advice or recommendations from us. We will provide details about the products or policies from which you can make a decision about their suitability for you.

### **Our Scope of Service**

We are an independent UK based insurance intermediary. When you appoint us to work for you, we become your agent. This means that we are acting in your interests and upon your instructions, to secure the agreed outcome for you.

There are occasions where we undertake certain duties on behalf of an insurer (for example, we sometimes issue policy documentation), and when this takes place the legal position is that we are acting on behalf of the insurer only for that specific task. We will clearly identify these circumstances to you so that you are correctly informed.

So that we avoid any perceived conflict of interest or questions of propriety we do not hold agreements with insurers to settle claims.

### **Changes to these Terms of Business**

We reserve the right to amend these Terms of Business from time-to-time without notice by amending this page. The amended Terms of Business will be effective from the time they are posted on our website. You should check the Terms of Business whenever you visit this Website and your continued use of this website will constitute your acceptance of the current Terms of Business.

### **Terms of Use**

This website has been designed for UK based private individuals or businesses to source insurance products on their own behalf.

### **Your Duty to make a Fair Presentation**

You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be accurate and honest. If you deliberately or carelessly misinform the insurers, this could mean that part of, or all of, any claim may not be paid. Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

### **Fees and Charges**

We will charge you for the work incurred in handling and amending your insurances. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustments, policy renewal, cancellation or other work on your behalf. Any additional charges, if applicable, will always be agreed with you in advance of them becoming due. All fees paid to E-Coeus Limited are non-refundable and are detailed below:

Please note, if your insurer details a separate fee in your policy wording then this will be charged instead of the denoted fees below. You will only ever pay one cancellation fee at any time.

<b>Breakdown Insurance (Car and Motorcycle)</b>	<b>Fees</b>
Cancelling Your Policy <b>within</b> the first 14 days (as long as no claims have been made)	£0
Cancelling Your Policy <b>after</b> the first 14 days (as long as no claims have been made)	£15
Changes to your personal details including ( but not limited to: your address, your contact details, your vehicle etc.	£15
If your policy is declared Void due to Misrepresentation or Fraud	£60
Referral of an Outstanding Debt <b>N.B.</b> Additional court & collection charges may apply if your debt is passed to the Small Claims Court	£35
Failure to provide additional information requested by the insurer for a product	£15
Changes being made to your policy as a result of inaccuracies in the policy information supplied to us	£15
Transferring your breakdown insurance to a different vehicle	£15

<b>GAP Insurance (Guaranteed Asset Protection)</b>	<b>Fees</b>
Cancelling Your Policy <b>within</b> the first 30 days (as long as no claims have been made)	£0
Cancelling Your Policy <b>after</b> the first 30 days (as long as no claims have been made)	£30
Changes to your personal details including but not limited to: your address, contact details, etc.	£15
If your policies is declared Void due to Misrepresentation or Fraud	£60
Referral of an Outstanding Debt <b>N.B</b> Additional court & collection charges may apply if your debt is passed to the Small Claims Court	£35

Failure to provide additional information requested by the insurer for a product	£15
Changes being made to your policy as a result of inaccuracies in the policy information supplied to us	£15
Transfer policy to different vehicle (1 <sup>st</sup> transfer)	£0
Transfer policy to different vehicle (subsequent transfers)	£35

### How to make a Claim

Please refer to your policy documentation which has been issued to you. If you need to notify a claim; your documentation will provide details of who you need to contact. If in doubt about whom you should contact, or if you require our assistance in relation to a claim please contact us.

### Cancelling your insurance policy

You may have a statutory right to cancel this insurance within a short period. Please contact us immediately if you wish to cancel your insurance policy. You may have a right to cancel a policy **within** the first 14 days for breakdown insurance and 30 days for Gap insurance of purchasing the policy. Please refer to your policy documentation for further details. If you cancel within this initial cancellation period (where this applies) you will be entitled to a full refund of premium from the insurer as long as no claims have been made on the policy. If you choose to cancel **outside** of the initial cancellation period you may receive a pro-rata refund of premium as long as no claims have been made. In addition, we may charge an amount that reflects the administrative costs of arranging and cancelling the policy (see our Fees and Charges section above).

Details of the amount we charge are detailed under the Fees and Charges section of our Terms of Business.

### Policy Renewal

If / when your policy becomes due for renewal, we will prepare your renewal quotation based on existing information held, unless you have advised us of any changes. Your renewal quotation will be provided in advance of your renewal date (about 28 days prior to expiry date) to ensure you have sufficient time to consider renewal terms. If you terminate your policy before your current policy is due to expire, your renewal quote will not be issued, and you will need to source alternative cover. If we are unable to renew your policy, we will write and inform you approximately 28 days prior to your renewal date. Should you choose to proceed with your renewal, we will debit the payment card details used for your original policy purchase up to 7 days after your renewal policy begins. Our breakdown cover will auto renewal on the anniversary of the start date of the policy to ensure you don't have a break

in cover. Should you wish to opt-out of the auto-renewal process please contact us at least 15 days prior to your renewal date, to ensure further payments are not taken.

If you opt out of automatic renewals you may also opt back in (at no cost) at any time by contacting us.

### **Protecting your personal Information**

We take your privacy seriously and we will only use your personal details in line with our Privacy Notice. Please contact us immediately if you have any questions regarding the policy. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. All our telephone calls are recorded for monitoring and training purposes.

We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

We will keep your data for as long as we need it and ensure it is securely destroyed when it is no longer needed. We will generally keep data for a period of 5 years from the date you obtain a quotation. Data is kept for research & analysis and to answer any complaints or queries.

### **Our Remuneration**

We will provide you with separate premiums for each of the individual products and services that we are offering. We will charge you a fee for arranging and placing your insurance - Details of this can be found on your Policy Schedule. If you owe us money, do not pay a charge due, or raise a charge back we reserve the right to charge you additional costs incurred by us as a business in order to recover any owed funds. You will receive a breakdown of costs due in any communication from us.

We usually receive a commission from an insurer when placing your business. We occasionally receive additional remuneration from insurers, finance providers and other associated business partners for business we place with them. Commission may be paid on individual policies and or on a whole account basis.

A refund of the premium element net of our remuneration may be made by insurers. In this event, any refund will be returned to you without unreasonable delay. We reserve the right, at our discretion, to make an administration charge.

### **Protecting your Money**

The premium you pay for your insurance will be collected by the insurer directly we don't currently hold your money as an agent of the insurer when we arrange your insurance. By accepting these Terms of Business, you are giving your consent for us to treat your money in this way. Credit Checks - We, or the insurer/s may use public and personal data from a

variety of sources including Credit Referencing Agencies and other organisations to gain the most appropriate payment options for you. This credit check will appear on your credit report, whether or not your application/s proceed. Money Laundering/Proceeds of Crime. We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report. Conflicts of Interest/Customers Best Interests. As insurance brokers we generally act as your agent in proposing, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly and professionally ensuring your best interests are our priority.

In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest E-Coeus Limited with our duty to you, we will inform you of the situation and the options available to you before we proceed.

### **Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. 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. Most Insurance contracts are covered for 90% of the claim, without any upper limit. Compulsory insurances (for example, motor insurance and employers' liability insurance), are covered for 100% of the claim, without any upper limit Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting <http://www.fscs.org.uk/>

### **Insurance Premium Tax (IPT)**

Your premium detailed in the policy will include IPT at the prevailing rate.

Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change. Some policies are subject to Value Added Tax (VAT) not IPT and should the rate of VAT be amended by the Government, your premium will be amended by the insurer to reflect the change

### **Solvency**

We do not guarantee the solvency of any insurer we place business with. We do not accept liability for any losses you may incur arising directly or indirectly from the financial failure or insolvency of any insurer. You may have a liability for the premium, whether in full or pro-rata where a participating insurer becomes insolvent.

### **Termination**

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

## **Law and Jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales. One-Off Policies If you have purchased a One-Off policy, you will be insured for the duration of the period of insurance

## **Your responsibility**

By using this website you agree that;

- In order to get an insurance quote, you will need to answer a number of questions which are required by the underlying product providers to enable them to provide a quote. The answers you give will determine the cover you can be offered and the amount you will need to pay for the level of cover you receive. You must get permission from any other people whose details you propose to use in requesting a quote, before you provide us with any of their information. This applies to all information that you provide, but especially sensitive data like health information or criminal proceedings or convictions. In submitting any other person's details, you are confirming to us that you have their permission to do so, and that they understand how their information will be used.
- All information you provide is true, accurate and complete and that you disclose all relevant and material facts. Failure to do so could lead to a product being unsuitable, claim being declined or product being terminated by the provider. We cannot be held responsible if as a result of your error in providing correct information, or from a failure to disclose all material facts to us or your selected provider that the product is unsuitable, a claim is declined or the product is terminated.
- It is important that you read all of the information that is provided to you, including for insurance products the Policy Summary and Policy Terms of Business, and that you agree with them before you proceed to purchase a product. This information will vary by product provider so please ensure that you read the specific terms for the provider from whom you wish to purchase a product.
- Once you have purchased a product, it is important that you read all documents issued to you and ensure that you are aware of any levels of cover, financial limits and any other terms that apply. If any information is not correct, it is your responsibility to identify the mistake and correct this with the provider directly.

## **Our liability to you**

Please read the following information carefully as we include some limits and exclusions of our liability to you;

- These terms do not exclude our liability to you in any way for: personal injury or death caused by our negligence; fraud or fraudulent statements made by one of our employees or agents, or for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.
- In addition, we are only liable for losses which are a foreseeable consequence of us breaking this contract. Losses are foreseeable where they could be contemplated by you and us at the time your information is entered onto our website.
- We will not be held responsible for any indirect losses which happen as a side effect of the main loss or damage which you suffer and which are not foreseeable by you and us at the time we enter into this contract, including, but not limited to: loss of income or revenue; loss of business; loss of data; loss of profits or contracts; loss of anticipated savings or waste of management or office time however arising, provided that this provision will not prevent you from bringing claims against us for loss of or damage to your physical property or any other claims for direct financial loss that are not excluded by any of the categories set out above. In no circumstance will we be responsible for any losses which arise in connection with an event or series of events which is/are outside of our reasonable control.

## **Complaints**

We aim at all times to provide an exceptional standard of service. However, there may be occasions when you feel we may have not delivered this. If we fall short of our own high standards then we want you to tell us. E-Coeus Limited take all complaints seriously and is committed to answering all complaints from customers in an FCA compliant manner.

If you do have reason to complain we will acknowledge your complaint via email or in writing at your request and aim to resolve your complaint within 8 weeks of the receipt of the complaint. Depending on the nature of your complaint and if you remain dissatisfied with our response, you may have the right to refer your case to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London, E14 9SR; telephone: 0800 023 4567, 0300 123 9123 or by email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) and their website is <http://www.financial-ombudsman.org.uk>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

### **Third party links**

You can link to other websites by means of hyperlinks published on this website or emailed to you as part of our service. These websites are owned and operated by third parties. We accept no liability for any statements, information, products or services that are published on or may be accessible through third party website.

### **Website Content**

We have taken every reasonable step to make sure the information contained in this website is accurate and up-to-date. However, we can accept no liability for any errors or omissions. We reserve the right to add, amend or delete information from this site at any time.

Whilst we take every reasonable step to counteract viruses and other things with contaminating or destructive properties, we can give no warranty that this site and its content are free from viruses or anything else that has such contaminating or destructive properties.

### **Contacting Us**

If at any time you would like to contact us, the details are available on our 'Contact us' page.

### **Copyright**

The material contained in this website is subject to copyright. Any private individual may print off a copy of any part of this material for their own personal use, subject to the following conditions:

- The material may not be used for any commercial purposes;
- The copy must retain any copyright or other intellectual property notices contained in the original material;
- The technology or processes utilised by or described in this website may be subject to other intellectual property rights (please see the section headed "Intellectual Property Rights" below);
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- No logos, trademarks or service marks appearing on the site may be printed off or copied, except as part of the text of which they form part.

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With the exception of these intellectual property rights, all other intellectual property rights including, without limitation, all logos, trademarks, service marks, domain names, database rights, rights in design, rights in know-how, patents and rights in inventions (in all cases whether registered or unregistered and including all rights to apply for registration) and all other intellectual or industrial property rights in any jurisdiction in any information, content, materials, data or processes contained in or underlying this website and/or the service we provide are hereby reserved.

### **Commercial use**

This website is not for commercial use, meaning it is only for personal use or for use by a business to seek a product directly for that business only. Unauthorised commercial or bulk use may slow down the speed of the service we can provide for our customers. We will monitor the use of our services. We reserve the right to take action against those using our service in an unauthorised way, to prevent disruption of our service to genuine customers, and to recover any losses we suffer.