

# Dayinsure Terms of Business

## Introduction

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

Dayinsure is a subsidiary of Key Topco Limited (No. 7882080).

Dayinsure, Dayinsure Learner, Monthinsure and Hourinsure are trading names of Dayinsure.com Limited.

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

## Capacity and service

We are an insurance intermediary and act on our insurer partners' behalf 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 don't give advice or a personal recommendation on the basis of 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 given to you before you purchase. These are also available on request.

Within 7 days of a policy being bought, amended or cancelled, Dayinsure 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 to continue cover.

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

It is important that you ensure that all statements you make on our website or verbally about claims 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 given them to us during the online sales process, are displayed in the quotation summary. We also give you supporting policy information to help you make an informed decision before you buy 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 period of the internet session between your point of access and ours. Prices are subject to change, without notice and at our discretion.

### For Dayinsure Short Term Insurance:

In 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 Dayinsure Learner Insurance:

In 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 learner insurance on a comprehensive basis on a borrowed vehicle or a vehicle they own.

### Dayinsure 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 can't 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 amount exceeds the excess amount.

## Customer protection information

Dayinsure.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 agent for non-investment insurance contracts.

You can check this information on the FCA's Register by visiting the FCA's website [www.fca.org.uk](http://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 path, we'll clearly state whether the policy is being underwritten by a rated or an unrated non-UK insurer. This is to ensure 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 fulfil its obligations to its customers.

For more information about making an informed choice on whether to use an unrated Insurer, go to our website. [www.dayinsure.com/mulsanne/](http://www.dayinsure.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's for you 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 compensation scheme arrangement is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

### Complaints

We intend 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 e-mail, 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 www.financial-ombudsman.org.uk](http://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 Dayinsure has given you 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 Dayinsure.com Limited.

### Information on transactions and premiums

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

Premiums can be paid by credit card or debit card directly or via an electronic wallet. We charge an administration fee on all policies, which we'll 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, which means that while we have legal ownership, the money remains for the benefit of our customers. If it is necessary for arranging your insurance, we may pay a proportion of your premium to insurers via another intermediary.

Dayinsure.com Limited acts as agent of insurers for the 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 doesn't 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 keep the administration fee and the 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 premium by way of commission or brokerage, which we'll disclose to you on request.

We may earn additional income from insurers to reflect our efficiency and/or profitability and from interest on our client trust account, which you consent to us keeping.

### Cancellation and refund policy

Our refund policy is based on the product purchased.

#### [For Dayinsure Short Term Car Insurance and Dayinsure 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 unused premium.

If you cancel the policy before cover has started, you are entitled to a full refund of premium.

If you choose to cancel this policy after cover has started, we will recalculate your insurance premium based on the date your policy started until the date your policy was cancelled. We'll refund you the difference between the recalculated insurance premium and the insurance premium you have already paid.

Please note 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 won't refund cover for days or part-days that have already begun.

### Documents

When we have received the full payment for your policy, we'll 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'll inform you and get your consent before we carry out your instructions.

### Claims

To make a claim, you should contact the insurer's helpline using the contact details 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 dialling 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 line 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.