Gomigo
the driver's friend powered by Partners&

Our terms of

business

Please read this document carefully because it sets out the terms on which we act for you and it gives details of our Regulatory and Statutory responsibilities to you.

About Gomigo

Gomigo is a trading style of SEP Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 806696).

You can check our status and permissions at **www.fca.org.uk** or by contacting the FCA on **0800 111 6768**.

Our FCA registration number is 806696.

The FCA has authorised us to advise, arrange, deal in and assist with placing and administering all types of General Insurance policies. We are also authorised to undertake certain Consumer Credit activities.

How to contact us

Our registered office is located at ***1st Floor Suite C, The Crescent Centre, Temple Back, Bristol, BS1 6EZ***. You can reach us on **0151 245 4575**. Please visit our website at **www.gomigo.co.uk.**

Our Role and Services

As an independent insurance intermediary, we act on your behalf. In certain circumstances, we may act for your insurer, for example where we have delegated authority. In most cases where we are acting on behalf of the insurer, we will be doing so as their agent. Our aim is to treat you fairly and avoid conflicts of interest. Where a premium is paid by instalment facilities and a payment defaults, resulting in the insurance policy or policies being cancelled, we will be acting as your agent and not the credit lender. In these circumstances, where the recovery of a debt for the insurer or credit lender is required, you accept that we have the right to recover this debt from you.

Our role is to advise you and, after we have assessed your needs, to make a suitable recommendation.

In some circumstances, we do not provide advice and we will confirm in separate documentation, whether or not any advice or recommendation has been made before finalising your insurances.

When sourcing or placing finance to pay your premiums we act as your Credit Broker. In providing our service, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf.

Our total liability to you, unless otherwise agreed in writing, shall in the aggregate be limited to £7,500,000. We shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, additional operational and administrative costs and expenses, the cost of procuring replacement goods or services, any punitive or exemplary damages or any indirect or consequential loss or damage.

Our Product Range and the Range of Insurers Used

We usually select insurances from a range of insurers that will insure for the risk at hand, and this is called a fair and personal analysis of the market.

For certain products, we only select from a limited number of insurers (called a panel) or only offer products from a single insurer. We will give you information about this before we finalise your insurance arrangements If we propose using another intermediary to help place your business, we will confirm this to you in good time before arrangements are finalised.

We can also arrange additional services such as risk management assistance, and Health and Safety. Please note these services are not regulated by the Financial Conduct Authority. In addition, these services do not benefit from the protection offered by The Financial Ombudsman Service or the Financial Services Compensation Scheme.

We may be able to offer finance for insurance instalments through the insurers and/or a credit lender. We will give you further information about this before we finalise your insurance arrangements.

Whilst we take every care to check the financial stability of any firm with which we place business, we cannot be held responsible if the firm subsequently ceases to trade.

Complaints and Compensation

Our aim is always to provide our customers with a high quality insurance service. However, we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our main office telephone **01494 450011** or write to Charles Bettinson, 1st Floor Suite C, The Crescent Centre, Temple Back, Bristol, BS1 6EZ; or by emailing Complaints@partnersand.com.

When dealing with your complaint, we will follow our complaints handling procedures. a summary of these procedures is available on request. If you are still not satisfied, you may refer the matter to the Financial Ombudsman Service (FOS) by calling them on 0800 0234 567; or by writing to them at Exchange Tower, London E14 9SR; or by emailing them at complaint.info@financial-ombudsman.org.uk

For further information you can visit their website **www.financial-ombudsman.org.uk**

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities.

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 arrangements is available from the FSCS on **0800 678 1100** (free phone) or **020 7741 4100** or at **www.fscs.org.uk**.

Payment for Our Services and of Premiums

Our remuneration may be by way of an agreed fee, or as a commission from insurers, product providers and where applicable credit lenders, which is usually a percentage of the total annual premium, or as a combination of both fee and commission. You can request disclosure of our earnings at any time.

In addition to commission or an agreed fees basis of remuneration we may also receive benefit from:

- Earnings that we generate due to the volume of our account placed with certain insurers combined with its underwriting performance, which are not identifiable to any specific account
- Earnings that we generate through management of cash balances held on behalf of insurers and clients which are not identifiable to any specific amount
- Earnings that are receivable from credit lenders calculated by reference to the total volume of premiums financed, delinquency ratios and average financing rates applied
- Commission that we generate due to the account status that we have with certain insurers
- Administrative Fees or Commissions for services provided to insurers or other suppliers; and
- Commission or fees receivable from certain companies in connection with uninsured loss recovery.

You will receive a quotation before your insurance arrangements are concluded, which will tell you the total price to be paid and which identifies separately, any fees, taxes and charges which are payable in addition to the insurance premium.

Commission and fees are earned for the policy period and we will be entitled to retain all fees and commission in respect of the full policy period in relation to policies placed by us. All refunds of premiums, for example for cancellation or the reduction of cover, will be allowed net of commission.

We reserve the right to make charges in addition to any insurance premiums, for the arranging, amending, renewing and cancellation of any policy of insurance. These charges will always be advised to you before the purchase of insurance and shown separately on our invoices.

Standard charges

Arranging new policies	**£200.00**
Mid-term adjustments	**£75.00**
Renewals	**£200.00**
Cancellation	**£175.00**

In certain circumstances we will agree with you a different fee.

If you choose to enter in a finance arrangement, this will be subject to interest charges which we will confirm to you when providing you with the full details. Importantly, the arrangement you will enter into will be with the finance company, not us.

If any credit agreement payment is not met, you acknowledge that we may instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use it to offset any outstanding costs. Cancellation of the insurance policy will mean there is no cover in force should a claim occur.

Full payment of premium, fees, taxes and charges is due before cover commences, or as otherwise stated in our invoice or letter regarding payment which will be issued to you.

We reserve the right to retain certain documents such as your Policy, Motor Certificate or No Claims Bonus Proof until all premiums, fees, tax and charges have been paid. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents you are required to have by law.

Client money

Client money is money in any currency which we hold on behalf of our clients. We will hold money that you pay to us in accordance with FCA rules.

Prior to the remittance of your premium to the insurer (or its return to you in the event of a premium refund), we hold your funds in our capacity as an agent of the insurer with whom we arrange your insurance. In this capacity, the premium is deemed to be received by the insurer upon our receipt.

We collect and hold money in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally.

A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account.

By holding your money in this way, this means that in the event this firm becomes insolvent, your money remains protected.

Interest earned on monies held in such a Non-Statutory trust account will be retained by us.

In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

We may withdraw any commission due to us following receipt of your payment, which may be prior to us
transferring the premium to the insurer or other intermediaries.

Your **rights & obligations.**

Cancellation of Insurances

Policies may be cancelled by notifying us in person, by telephone, letter or email confirming the reasons for and date of cancellation. In the event of cancellation, charges for our services will apply in accordance with the 'Payment for Our Services and of Premiums' section of this agreement.

The terms of your policy may allow insurers to retain the premium in full or to charge short period premiums in the event of cancellation before the policy expires.

Ending Your Relationship with Us

If you wish to end your relationship with us, please notify us in writing. These instructions will take effect from the date of receipt. You will be liable for any transaction effected or charges due before final instruction is received.

You should note that cancellations cannot be backdated. In the case of motor insurance, policies can only be cancelled by you once you have returned the motor insurance certificate or motor cover note.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include but are not limited to non-payment of premiums, fees, taxes and charges, failure to provide requested documentation or information, deliberate failure to comply with terms set out in insurers documentation, deliberate misrepresentation or non-disclosure or attempted fraud, use of threatening or abusive behaviour or language, or intimidation or bullying of our employees or suppliers.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed in accordance with these terms of business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

In the event that we no longer place insurance for you and if we continue to handle your claims, we will agree a separate fee for future work.

Duty of **Disclosure.**

Fair Presentation of Risk

It is your statutory duty before entering into a contract of insurance, prior to an alteration and at renewal to make a fair presentation of the risk to be insured and to ensure that information is provided in a clear and accessible format. Once we have collated the information about the risk copies of this information will be sent to you for checking. Where practical every material circumstance must be disclosed. We expect you to make reasonable enquiries and proactively gather information however where this is not practical you must make us aware as your broker that further enquiries are needed for the risk to be accurately underwritten. Any questions put to you in a proposal form or otherwise must be answered honestly, accurately and in good faith.

Underinsurance

You are responsible for advising us of adequate sums insured and indemnity periods. If you fail to do this accurately insurers may refuse to pay a claim in full, or in part. We do not accept any responsibility, or liability, for any underinsurance.

Warranties and Conditions Precedent

Your policy contains a number of WARRANTIES and CONDITIONS PRECEDENT.

Warranties may also be referred to as conditions, endorsements or special terms.

These warranties are terms which you must comply with word for word, otherwise the insurer might not pay any claims and might cancel your policy from the start, even if there is no connection between a breach of these terms and the cause of the loss.

Failure to comply with these terms may leave you with no insurance cover and your claim not being paid.

Conditions Precedent: Some conditions do impose a responsibility on you to have done something or completed something before a certain section of the policy will operate. If you do not comply with the request as stated, cover will not be in place.

Please ensure you read the insurance documents carefully and ask if you are unsure on any matter.

Our **Obligations.**

Use of Personal Data & Confidentiality

By using our services you consent to us and our partners using and retaining any personal information for the purpose it was provided to us.

Personal information about you will be treated as private and confidential. We are registered with the ICO as a Data Controller. We undertake to comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. Your personal information will be kept secure. If you require more information on how we use your personal data please refer to our Privacy Policy.

Credit Checks

We share your information with and obtain information about you from credit reference agencies. Any credit reference search will appear on your credit report, whether or not your application proceeds. If you have any questions about this or any other matter, please contact us.

Financial Crime and the Proceeds of Crime Act

We expect all entities with whom we do business in the UK and Worldwide to comply with all applicable law, statutes, regulations and codes relating to anti-bribery and corruption including the Bribery Act 2010.

Neither Party to this agreement shall take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any related financial crime laws and regulations (including without prejudice to the generality of the foregoing the Criminal Finances Act 2017).

We will screen all client names against UK and international sanctions lists and other intelligence data to ensure that we do not violate any laws.

UK fraud and money laundering regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. For companies, evidence of identity will usually comprise a copy of the certificate of incorporation, the latest Report & Accounts, a list of directors and shareholders and details of the client's bank account displayed on headed paper and signed by an officer of the Company. We may ask you to update this information from time to time.

We are obliged to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

Claims payments will be made in favour of you. If you require a payment to be made to a third party then you must provide written instructions including full details of the payee and a brief explanation for your request.

Conflicts of Interest

Occasions can arise where we, or one of our associated companies, clients, insurers or product providers may have a potential conflict of interest, with business being transacted by you. If this happens and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Claims Handling Procedures

All incidents with the potential to give rise to a claim must be reported to us immediately and we will advise you of the appropriate course of action to be taken. Alternatively, claims can be reported directly to insurers by way of their telephone claims helpline, details of which will be shown in your policy documents. Failure to notify insurers promptly may entitle them to reject your claim.

Do not admit liability or agree to any course of action, other than emergency measures needed to minimize the loss, until insurers have given their agreement. Do not dispose of any damaged items as these may be required for inspection by the insurer. There may also be claims requirements and reporting conditions as detailed in your policy documents, which you must adhere to. You may be required to provide original proof of purchase documents, valuation reports and photographs to substantiate your claim.

For certain types of insurance, it is possible that a claim may be made under a policy long after expiry date of cover. It is therefore important that all policy documents are kept safely and those which provide protection after the expiry date of the policy are retained even after cancellation or transfer to a new insurer.

Sanctions

We expect all individuals and entities with whom we do business to pay due regard to, and to co-operate in respect of the observance of any applicable international economic, financial or trade sanctions legislation.

Confirmation of Cover

We will normally deal with requests to place, increase or amend your insurance cover on the day your instructions are received, or on the next working day if it is a weekend or public holiday.

Sometimes changes cannot be processed and cover cannot be placed without obtaining additional information or documentation. If this is the case, we will contact you as quickly as possible.

We will provide confirmation of cover, or confirm changes to your policy, once agreed. We will also advise you of any premiums, fees, taxes and charges you must pay, or premiums we must return to you.

Please note that any instruction sent by post, electronic mail, fax, text message or via a telephone voicemail message is not deemed to have been received by us until it reaches the relevant personnel in our offices and cover cannot be assumed until we have confirmed this to you. If your request for an amendment is urgent please call us to ensure we are able to provide cover for you with in the required time frame.

We cannot accept responsibility for failures in the postal, electronic or telecommunication systems.

Retention of Documents

For some types of insurance cover it is possible that a claim may be made against a policy long after its expiry date. We will therefore store your Personal Data for only as long as is necessary, solely for the purpose that that it was originally collected for, and for the purposes for which you have consented to. We are committed to ensuring Data which is no longer required by our business will be destroyed or put beyond use. It is therefore important that you keep all documents in a secure place.

Mid Term Appointment

In circumstances where you appoint us to act as your insurance intermediary, and to administer policies arranged by another intermediary or intermediaries, we will not be liable for any loss resulting from the advice or possible negligence of your previous intermediary or intermediaries, howsoever caused. Unless instructed otherwise, we will not undertake to review any of your previous insurance contracts other than contracts currently in force at the time of appointment. A review will be undertaken as soon as practically possible or at a minimum, at the next available renewal. We will discuss with you how current and future claims arising from policies not arranged by us will be administered.

Treating Customers Fairly (TCF)

We set high standards for ourselves and it is our intention to act honestly fairly and professionally at all times in accordance with our customers best interests. We have appointed Charles Bettinson to ensure these standards are met. If at any time you feel that we have fallen short of acting in your best interests please contact us in order that the matter may be addressed.

Law and Jurisdiction

This Terms of Business document is subject to English Law and the jurisdiction of the English Courts.

Invalidity and Severability

If any provision or term of this agreement shall become or be declared illegal, invalid or unenforceable, all other terms and/or provisions shall remain in force and effect.