

**Devitt Insurance Services Limited**

**Terms of Business and  
Important Information**

Version: Devitt Motorcycle v1  
Date: July 2016

**How to contact us**

**Customer Service: 0345 300 4870**

**Claims: 0345 504 0347**

## Introduction

Please read this Terms of Business and Important Information document carefully as it contains important information relating to your motor insurance policy and how we use your information. If you are unclear about any aspects of this document or have any questions please call our Customer Service Department.

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## Who we are

Devitt is a trading name of Devitt Insurance Services Limited, Insurance Brokers. Registered in England number: 2438974. Registered address: North House, St Edwards Way, Romford, Essex RM1 3PP.

Devitt Insurance Services Limited are authorised and regulated by the Financial Conduct Authority. Register number 312328.

Our permitted business is to advise and arrange general insurance contracts.

You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

Devitt Insurance Services Limited will arrange Devitt Motorcycle Insurance and under the terms of our authorisation by the Financial Conduct Authority will provide you with a 'Non-Advised' quotation, on this website. If you contact our office to make payment or seek any advice, you will be provided with a personal recommendation and your quotation will be on an 'Advised' basis.

[You can read and print out information about our services that we provide on this website](#) by clicking here. (In any event, if you request a quotation in writing or you purchase insurance, Devitt will send you a copy of the information).

If you need to clarify anything before buying any insurance policy please contact Devitt on 0345 246 3948. Calls may be recorded.

## Your Responsibilities – Information and changes your insurer needs to know about

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy.

If you provide incorrect or incomplete information then your insurer may cancel your policy, treat your policy as if it never existed, refuse to pay a claim or reduce the amount of any claim payment.

Please tell Devitt immediately to let your insurer know if there are any changes to the information set out in the proposal form/Statement of Fact, certificate of motor insurance or on the policy schedule.

Motor Insurance available on this website is underwritten from a panel of Insurers. You will be told which of these Insurers is underwriting any particular quotation before you decide to purchase insurance.

## Your right to cancel within the 14 day 'Cooling off' period

You have a statutory right to cancel your policy within 14 days either from the day of purchase or renewal of the policy or the day on which you receive your policy or renewal documentation, whichever is the later. We will return any premium paid less our administration fee\* and any charge for the number of days for which insurance cover has been provided. However, no refund will be due if a claim involving the total loss of your motorcycle has been made during that period. You must also return your certificate of motor insurance immediately following cancellation. \*Please refer to 'Our Fees and Charges'.

If you wish to cancel the additional optional cover you have purchased, please return the schedule in respect of the product within 14 days of receipt or the start date of the policy, whichever is later. We will return any premium paid less any charge made by the Insurer for the number of days for which cover has been provided. No refund for the cancellation of this product will be available if a claim has been made during that period.

## Your right to cancel after the 14 day 'Cooling off' period

After the 14 day cooling off period you can still cancel this policy at any time by returning your Certificate of Motor Insurance to us. Provided that no claim has occurred in the current period of insurance, your insurer will calculate the premium for the period they have been insuring you and a rebate will be allowed in accordance with the scale shown in your policy schedule. We will return this premium less our administration fee, as outlined in 'Our Fees and Charges'.

## [Cancellation of Legal, PA, Breakdown, PA and Helmet and Leathers policies](#)

If your insurance is cancelled any optional extra policies will also be cancelled. If this occurs within the cooling off period a full refund of the premium will be allowed. If this occurs after the cooling off period no refund will be allowed.

## [Instalment Payments by Direct Debit](#)

Most premiums may be paid by monthly instalments, subject to a deposit premium being paid by Credit or Debit card. Full details of the terms and conditions, interest and other charges together with details of the Consumer Credit Agreement will be provided on this website if you wish to accept cover and pay your premium by Direct Debit instalments.

For renewal premiums, when instalment payments are already being made, we will notify you of your renewal premium in advance of the renewal date and we will automatically continue to collect your instalments, **unless you advise us otherwise**. No deposit will be required to renew a policy under which an existing instalment plan operates and the total premium will be payable over 11 months. The first debit will be collected on the renewal date or the nearest working day thereafter. You will be advised of the service charge applicable within your renewal pack.

Where we hold details of the payment card used to purchase your insurance, you authorise us to charge this card for any payment due under this agreement that you fail to make on the due date. We will let you know prior to any collection.

## [Automatically renewing your policy by credit/debit card](#)

If you are paying in full by credit/ debit card, for your convenience and protection, Devitt Insurance Services Limited will arrange for your policy to be automatically renewed. You should be aware that we are only able to guarantee automatic renewal when:

- you have already made us aware of any changes to your policy details
- your credit or debit card details previously supplied have not changed.

We will notify you of the renewal premium in advance of the renewal date and up to 7 working days before your renewal date we will collect your renewal premium by this method of payment, unless you advise us otherwise. We will be unable to automatically renew your policy if you have an unpaid balance or we have been unsuccessful in collecting the premium. Devitt Insurance Services Limited will charge the payment card held on record for each future renewal premium due.

You may inform us of any changes or opt out of automatic renewal at any time by contacting our Customer Service department.

## [Payment default or outstanding payment following a policy change or cancellation](#)

Where we hold details of the payment card used to purchase your insurance, you authorise us to charge this card for any monthly payment due which you fail to make on the due date and/or any outstanding amount following a cancellation or a change to your policy. We will let you know prior to any collection.

## [Set-off Agreement](#)

You agree that Devitt Insurance Services Limited may set-off a debit balance on an account with a credit balance held by you. Before we do this we will let you know.

## Data Protection Act

If you would like a copy of the personal information that Devitt Insurance Services Limited hold about you please write to the Data Protection Officer, North House, St Edwards Way, Romford, Essex RM1 3PP. A fee may be payable.

## Premiums

The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer any premium money it has received from you to the insurer; or any claims or return premium monies that it has received from the issuer to you. We are governed by strict rules pertaining to such money, set down by the FCA. Where we hold monies in a client bank account we may earn interest on monies held, which will be retained by us.

We act as agents for the insurer for the collection of premiums and payment of claims and refunds of premiums. This means that premiums are treated as being received by the insurer when received in our bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

## Credit / Validation Checks

To ensure our insurers and credit providers have the necessary facts to assess your insurance risk, verify your identity, to help prevent fraud and to provide you with their best premium and payment options, we or your insurer may obtain information from third parties at quotation and renewal and in certain circumstance where policy amendments are requested.

This information includes a quotation search from a credit referencing agency. This search may appear on your credit report and will be visible to other credit providers. It will be clear that this is a quotation rather than a credit application by you to pay by monthly instalments.

In addition we may carry out credit checks when providing credit or in the recovery of outstanding debts, by purchasing your policy you agree for these checks to be carried out.

## Documentation Required

If you have informed us that you are entitled to a No Claim Discount, you will need to provide evidence of this within seven days of your policy being incepted. Failure to provide this within the seven days may result in your policy being cancelled. Your Insurer will charge a time on risk premium and we will charge a cancellation fee in line with 'Our Fees and Charges'.

## Our Fees and Charges

All policies available on this website run for 12 months from the inception date.

In order to provide you with our most competitive price, the administration charge we need to make to arrange your insurance is kept to the lowest amount possible. Where we receive commission from an Insurer we may use a proportion of this to minimise our administration charge, thereby reducing the total price payable.

We will always show you the total amount you need to pay which includes the premium due to the Insurer for your insurance cover, Insurance Premium Tax where applicable and the effect of our administration charge or any commission rebate. **This may mean the net premium shown on your policy schedule will be different from the amount we charge you for the insurance cover.**

The table below shows our current fees and administration charges:

Type of transaction	Our administration charge	Additional information
Quotations	No charge	
Cancellation within the 14 day 'Cooling off' period	£30.00	
Cancellation outside the 14 day 'Cooling off' period	£50.00	For new business received via a price comparison website a cost has been incurred for the introduction. In view of this an additional charge of £25 will be made on cancellation. No refunds under £10 will be made
Mid-term changes	£30.00	If a mid-term change results in a refund out administration charge will automatically be deducted from this amount. No refunds under £10 will be made.
Duplicate documents	£25.00	
Renewal fee	Variable	As shown on your documentation.
Direct debit defaults and unpaid cheques	£25.00	
New business administration fee/discount	Variable	As shown on your documentation.
Misrepresentation or non-Disclosure	£100	This charge will apply if we have been instructed by your insurer to cancel your policy as a direct result of misrepresentation or non-disclosure by you at time of the quote and/or inception of the policy.
Postal delivery of documents	£5.00	This fee will apply every time you ask us to send your documents by post.

Please note fees and administration charges are not refundable. If we have given you a discount off your renewal premium at inception/renewal this will be deducted on a pro rata basis from any refund due to you on cancellation.

### [Your electronic information](#)

Your information will be held by Devitt Insurance Services Limited. In this information statement "Devitt" "we" "us" or "our" refers to Devitt Insurance Services Limited unless otherwise stated.

For information about our company please visit [www.devittinsurance.com](http://www.devittinsurance.com) and click on 'About Devitt', or for similar enquiries please telephone 01708 385959.

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

### [How we use your information and who we share it with](#)

We will use your information to arrange your insurance policy, including information that is necessary for underwriting and claims handling purposes. This will include disclosing it to the insurer who underwrites the policy you may purchase from us and third party service providers.

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

We may also use and share your information with your insurer to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone else except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement

We may transfer your information to other countries on the basis that if we do this we will ensure that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

### **Sensitive Information**

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

Please ensure that you only provide us with sensitive information about other people with their agreement.

### **Dealing with other people**

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy and we have recorded your permission on our computer system. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know although in order for us to deal with any other person who may call on your behalf, we will need to record your consent. If at any time you would prefer us to deal only with you, please let us know.

### **Fraud prevention agencies**

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud we (where 'we' is defined within this 'Fraud prevention and detection' wording as Devitt Insurance Services Limited or your Insurer) may at any time:

- share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998;
- check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household:
- trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies; or
- check your identity to prevent money laundering.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud, money laundering and terrorist financing, for example when:

- checking applications for, and managing credit and other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of any agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee.

If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex RM1 3PP, quoting your client reference number. A fee may be payable.

## [Privacy Policy](#)

Please read this privacy policy carefully. By providing your personal details to us you consent to its use in accordance with our privacy policy.

So that Devitt or your Insurer can administrate or otherwise carry out our (or their) obligations in relation to any insurance policy you have bought through this website we need to collect and process personal information about you and any additional rider – including name, your home and email address and telephone number(s).

Insofar as is necessary in order to provide you with a quotation or otherwise relates to any insurance that you may want to purchase, that information may include information about your previous unspent convictions (if any).

Your “personal information” means any information that we have obtained from you or third parties in connection with a service or product arranged for you by us.

We will ask you for this information on our website. We also need to disclose such information to the relevant providers of the insurance products available through this website so that they can decide whether to offer you insurance or not, and if so on what terms.

If you are or have been a customer of ours then both we and the relevant Insurer may continue to process data for the purpose of administrating and otherwise in relation to any policy that you purchase through this website for as long as that policy is in force and for a reasonable period of time afterwards – for example, we or your Insurer may be legally obliged to retain information about you even after your policy has expired.

If you purchase a particular product or service there may be a specific privacy policy that is relevant to that product or service. In the event of conflict between the terms of this privacy statement and the terms of the specific privacy policy that applies to a particular product then the terms of the latter shall prevail.

You should also show this document to anyone else who is covered by, or a party to, any policies or services that you have purchased through us.

## [Changes to our privacy policy](#)

Our privacy policy may be modified from time to time. Any changes will take effect once the revised privacy and security statement is available on the website. This is to ensure that you are always aware of which information we collect and how we use it.

## [Motor Insurance Database](#)

Information relating to motor insurance policies will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by Insurers, the Police, DVLA/DVANI, the Insurance Fraud Bureau or other bodies permitted by law for purposes including, but not limited to:

- I. Electronic Vehicle Licensing;
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and prosecution of offenders);
- IV. Obtaining information if you are involved in a road traffic accident (either in the UK, the EEA or certain other countries).

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized.

You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

You should show this notice to anyone insured to drive the vehicle covered under the policy.

## [Policy Terms](#)

All Insurance that may be purchased through this website will be subject to the Insurer's terms and conditions and the relevant policy terms and conditions. Please read all of the terms and conditions carefully before buying your insurance policy.

The insurance that is available from the underwriter of the optional extension of cover, which may be purchased on this website, is subject to the terms and conditions of that Insurer.

You will be able to view a copy of the Insurer's policy wording as well as the additional cover option available on this website although if you do purchase insurance, Devitt will send you a copy of each policy wording and each policy summary document applicable, together with the schedule/s. We strongly recommend that you keep a copy of all information submitted to or received from us or your Insurers for your records.

In order to view the documents available on this website you will need to use a PDF file viewer such as Adobe Reader. You can click on the link below to download a free version of Adobe Reader from Adobe's website.

[Please click here to download Adobe Reader](#)

## [Whose motorcycle insurance products do we offer?](#)

We offer products from a limited number of insurers for motorcycle insurance. A list of insurers is available on request.

## [What optional additional cover products do we offer?](#)

We offer additional cover from the following insurer for cover which you may wish to purchase in addition to your motorcycle insurance policy. Details of the Insurer indicated are also available on request.

### **Legal Expenses Cover**

Underwritten by Markerstudy Insurance Company Limited

### **Personal Accident Insurance**

Underwritten by Ageas Insurance Company Limited.

### **Personal Accident and Helmet and Leathers Insurance**

Underwritten by Ageas Insurance Company Limited.

### **RAC Motorcycle Breakdown**

Roadside, Recovery and At Home products are provided by RAC Motoring Services.

Onward Travel and European Cover are underwritten by RAC Insurance Limited.

### Statement of Demands and Needs

We will not provide you with a personal recommendation as to whether the products are suitable for your specific needs. We will ask you some questions to narrow down the selection of products on which we will provide details. You will then need to make your own choice on how you wish to proceed.

### How to make a claim

To make a claim, telephone 0345 504 0347 or write to Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex RM1 3PP.

### Regulation and Compensation

All of the Insurers on our website are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Devitt Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

You can check this on the Financial Services Register by visiting the FCA's web [www.fca.org.uk](http://www.fca.org.uk)

or by contacting the FCA on 0800 111 6768.

Under the Financial Services Compensation Scheme (FSCS), should a company be unable to meet all its liabilities to policyholders, compensation may be available.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

### Information placed on your computer

We may store some information (commonly known as a "cookie") on your computer when you look at our website. This information facilitates your use of our website.

A cookie is a software application that tracks our users' navigation of the website and stores that information on their hard drives. This allows us to understand our users' habits and preferences which enables us to customise our services for our users to provide an enhanced user experience. We may, for example, use cookies to store registration information so that you do not have to provide it to us on subsequent visits.

### Security

Any personal data saved is held safely on our computer systems, with security systems preventing unauthorised access and we always ensure it is treated confidentially. For further information regarding our security provisions please see the following note titled Further Security.

#### **Further Security**

We take security very seriously and we use one of the strongest available security systems to protect your communications with us. Whenever you fill in a form, such as a request for a quote, it is automatically protected using something called a Secure Socket Layer (SSL) between your computer and ours. SSL works in the following ways:

It prevents impersonation – you can tell that you are using a genuine SSL site by the padlock symbol at the bottom of the screen. Clicking on the padlock will reveal our Registration Certificate that is issued by GlobalSign Organisation Validation CA, a leading Internet security company. If the padlock symbol is not shown you can check the security of the website by right-clicking on your mouse anywhere on the screen and click 'Properties' and then click the 'Certificates' tab or 'Security' tab depending on the application.

It encrypts data – as soon as your computer has recognised our computer they encrypt all information that is passed between them. Data encryption means that no one else can read or change your information as it travels over the Internet.

It prevents scrambling – SSL uses a Message Authentication Code (MAC) to prevent anyone tampering with our Internet site. Your computer will always check this code before it takes a message from us. This means that if anyone tried to interfere with a message, your computer would not recognise the code and would alert you.

## Complaints Procedure

In the event of any complaint, please contact us:

- in writing to Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex RM1 3PP, or,
- by telephone 0345 246 4046. Calls may be recorded.

If we or your Insurer are unable to settle your complaint, you may be entitled to refer it to:

Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone No. 0300 123 9 123.

Website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Disclaimer

The provisions of this section should be read carefully as they exclude or limit our legal liability in connection with your use of this website. Nothing in these terms and conditions attempts to exclude liability that is not permissible under applicable law including, without limitation, death or personal injury or for fraudulent misrepresentation.

Nothing in these terms and conditions shall exclude, limit or restrict our duties and liabilities to you under the Financial Services and Markets Act 2000, or any conduct of business rules that we are bound to comply with.

While we have taken all reasonable steps to ensure the accuracy and completeness of the content of the website, we exclude any warranties, undertakings or representations (either express or implied) to the full extent permitted under applicable law, that the website or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the website or any part of the content or materials are appropriate or available for use either in the United Kingdom or in other jurisdictions. If you use this website from other jurisdictions, you are responsible for compliance with applicable local laws.

We accept no liability in contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of or access to this website (which includes without limitation) any errors or omissions contained in this website or if the website is unavailable and we shall not be liable for any direct or indirect:

- economic losses (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings);
- loss of goodwill or reputation;
- special, incidental, or consequential loss or damage,

suffered or incurred arising out of or in connection with your use of this website and these terms and conditions.

Access to and use of this website is at the user's own risk and we do not warrant that the use of this website or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this website by unauthorised third parties.

To provide increased value to users of this website, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and shall not be responsible or liable, directly or indirectly, for

- (i) the privacy practices of such websites;
- (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources;
- (iii) the use that others make of these websites or resources; and / or

(iv) any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

### **Jurisdiction**

Insurance is only available through this Website to United Kingdom residents. In the event of any dispute arising out of or in relation to the use of this website, the English courts will have exclusive jurisdiction.

### **Changes to this Website**

Devitt may change this website or the insurance products or services offered through it at any time and without giving notice.

### **Copyright**

All information on this website is copyright Devitt Insurance Services Limited. Reproduction, distribution, or transmission, by any means without the prior permission of Devitt Insurance Services Limited is prohibited. All rights reserved.