



Our Terms of Business

Who are we?

Yoyo Insurance Services is a trading name of Cogent Insurance Services Limited, an Intermediary who underwrite, administer and place policies with various insurers.

Cogent Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (no. 762246). Our permitted business is arranging general insurance contracts. You can check this information on the Financial Services Register by visiting the FCA's website www.fca.org.uk

The insurer for your policy will be shown on your Certificate of Motor Insurance

Section 11 – Motor Legal Expenses is underwritten by Financial & Legal Insurance Company Limited. Financial & Legal Insurance Company Limited is registered at 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3EW under number 3034220 in England and Wales. Financial & Legal Insurance Company Limited is authorised by the Financial Conduct Authority and Regulated by the Prudential Regulation Authority under number 202915. Details can be found at <https://register.fca.org.uk/>

Please note that the Financial Conduct Authority, the Financial Ombudsman Service and the Financial Services Compensation Scheme do not operate in respect of Channel Island or Isle of Man risks. Cogent Insurance Services Limited holds money as an agent of the insurer.

Advice

You will not receive any advice or a recommendation from us. We will ask you a set of questions to provide you with a quotation. You will then need to make your own choice about how to proceed. We also offer you several additional products to suit your demands and needs.

Our responsibilities

Throughout the period of insurance, we act on behalf of both you and the insurer. We act on behalf of you when providing a quote and arranging cover. When we issue policy documents, handle claims and collect premium payments, we act on behalf of the insurer.

What to do if you need to complain

Please phone Customer Services on 0333 009 6717, e-mail us at customerservices@yoyo-insurance.info or write to Complaints, Yoyo Insurance, 4 High Court, Leeds LS2 7ES

If you remain dissatisfied with our response, you may approach the Financial Ombudsman Service:

- Address: Exchange Tower, Harbour Exchange Square, E14 9SR.
- Telephone 0300 123 9123.
- Website: www.financial-ombudsman.org.uk
- Or alternatively you can use the Online Dispute Resolution Platform (ODR) <http://ec.europa.eu/consumers/odr>

Full details of our complaint procedure is given in our policy wording, a copy of which is available on request.

Law applicable to this policy

Under European law, you and we may choose which law will apply to this contract. English law will apply unless you and we agree otherwise.

We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

The Financial Service Compensation Scheme (FSCS)

If we are unable to meet our obligations, you might be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about the Scheme is available from the FSCS website at www.fscs.org.uk or by calling us.

Fees and Charges

We arrange the policy with the insurer on your behalf. You do not pay us a fee for doing this. We receive a commission from the insurer to arrange the policy and this payment may also be made to cover claims handling on their behalf.

For any optional extras you choose to purchase, we receive a commission from the insurer which is a percentage of the total annual premium. Where you have chosen to pay your insurance premium by instalments, we receive commission from the finance provider for introducing you to them.

We also make the following charges for the services we provide to you; these vary dependent on how your telematics box is installed.

Policy Fees based on type of Telematics box (Installed or to be installed)			
	Pro Install	Self-Install	
Yoyo Amigo Box (at new business)	£120	£70	Including data cost
Yoyo Amigo Annual Data Cost	£35	£35	
Policy Changes	£30	£30	
Change of Vehicle (per change)	£85	£35	Plus policy change fee
Removal of Device	£55	N/A	
Missed or Cancelled Appointment fee	£55	N/A	
Cancellation fee	£45	£45	
Policies Voided by Us	£45	£45	

Mid-term removal of optional extras

A full refund of the premium paid for the optional extra product will be given, providing the request is made within 14 days of the date you agree the price and terms of cover with the insurer.

If the request to remove optional extra products is made after 14 days, then the following rules apply:

- Breakdown Cover – no refund is given.
- Key Cover – no refund is given.

Policy Cancellation

You can cancel your policy at any time by telling us either over the phone or in writing. Cancellation can take effect immediately or from a later date, although it cannot be backdated to an earlier date.

The minimum amount we will refund is £10.

Cancelling the direct debit instruction does not mean you have cancelled the policy.

- If you cancel before your policy is due to start, we will return any premium you have paid in full.
- If you cancel after your policy has started (including in the 14 day cooling off period) we will return any premium paid less:
 - a charge for the number of days for which cover has been given; and
 - any applicable fees from the tables above

If you have made a claim or if one has been made against you during the period of insurance (regardless of whether you pay annually or by monthly instalments under a credit agreement) the full annual premium will be due. If you pay annually, this means no refund will be given. If you pay by instalments under a credit agreement you must pay:

- 1) all instalment payments that have already fallen due under the credit agreement and remain unpaid; and
- 2) the total remaining balance under the credit agreement.

If we agree to pay your claim and you have not paid the amounts due to us under (1) and (2) above, we may reduce the amount that we pay in settlement of your claim by the amount that you owe.

Alternatively, we may:

- 1) write to you asking you for the full payment;
- 2) take the balance from the credit agreement that we have in place, or
- 3) take the balance from the card details that we have stored on our records.

Voiding Your Policy

If we declare your policy void on the grounds of fraudulent activity, we will be entitled to keep any premium you have paid. A fee will be payable as per our Fees and Charges table if the policy is voided.

Yoyo Amigo and your driver behaviour

The Yoyo Amigo must be fitted within 14 days of the start of your policy (and within 14 days of any subsequent change of vehicle). We may cancel your policy if the Yoyo Amigo is not fitted within these timescales.

Your driving will be continually monitored and your Yoyo Amigo driving data assessed to determine your driver behaviour. Your driver behaviour will not result in your premium being amended (neither increased nor decreased), other than at renewal.

In the event your driver behaviour is consistently or excessively poor, we may cancel your policy. Assessments of your driver behaviour and decisions taken following such assessments will be at our sole discretion.

Examples of poor driver behaviour, including but not limited to:

- driving above speed limits;
- rapid acceleration;
- harsh braking, or
- harsh or fast cornering.

Withheld documents

We may keep certain documents such as proof of no claims discounts while we are awaiting payment of outstanding premiums or administration charges. We will ensure that you have any documents you are required to have by law.

Paying for your policy

If you choose to pay by direct debit, your monthly instalment plan will be financed by Creation Premium Finance who will supply your personal information to Credit reference Agencies to check your identity, assess your credit worthiness and suitability. We will receive a commission from them for introducing you.

Creation Premium Finance will send you a welcome pack which will include a credit agreement and you have the right to withdraw free of charge within 15 days of receipt.

Failing to make a payment when it is due may result in cancellation of the credit agreement and your insurance policy. Creation Premium Finance will charge you a fee for every missed payment and may take legal recovery action for any outstanding balance.

We reserve the right to automatically take additional payments or make refunds to your debit or credit card in respect of any additional or return premiums which may become due under the terms of your policy. Your card details will be held for the duration of the policy on our records for that reason and will be held securely in accordance with the Payments Card Industry Data Security Standard. You will be notified in writing 14 days prior to any request for additional payment or refund.

Renewal

In good time before your renewal date we will provide you with an invitation which details the premium and the terms and conditions for your policy. We will review the premium with your current insurer and we will also check to see if we are able to find a cheaper alternative.

If you are paying by monthly instalments then providing we have an automatic renewal instruction you won't need to do anything and your policy will continue.

If you pay for your insurance in full by card, then providing we have an automatic renewal instruction and the card is still valid we will renew your policy and collect the payment from this card.

You will need to contact us before your cover expires if you wish to use an alternative payment method or you do not want to renew your policy. If for some reason we are unable to automatically renew your policy or renewal terms, we will contact you before your renewal date to let you know what needs to be done.

Your duty to take reasonable care to keep us accurately updated

You must take reasonable care that all information you give us either verbally or in writing during a quote, the sale of insurance, when renewing your policy, making changes to your insurance or making a claim must be accurate and complete to the best of your knowledge and belief. You need to tell us about any changes to the information on your Statement of Fact as soon as you are aware these details are incorrect or have changed.

Changes to your policy may affect the terms of your policy and the premium you pay. Failure to report any incidents, to co-operate with us about an incident may result in your policy being cancelled. Failure to notify us of changes or failure to take reasonable care to provide accurate information could invalidate your policy or claims made under it. When you tell us about an incident, we will pass information relating to it the Motor Claims and Underwriting Exchange (CUE) for which us and other insurers have access to.

Fraud Prevention and Detection

In order to prevent and detect we may at any time:

- Share personal information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies (including CIFAS) and databases such as the Motor Insurance Database (MID) and the Claims & Underwriting Exchange (CUE)
- If you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases 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;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

Data Protection

For the purposes of data protection law, Cogent Insurance Services Limited is the data controller. Registered with the Information Commissioner's Office (ICO) Registration number ZA202807.

We will hold and process your personal data, including sensitive data, for insurance administration and marketing and may be processed outside the EEA.

All personal data you supply must be accurate and you must have the specific consent of any other persons insured to disclose their personal data. You can ask us for more information about this. At the request of many of our customers and to make managing your insurance more convenient, it is our policy to accept information and instruction from your spouse or partner who calls us on your behalf, provided they are named on the policy. You may ask us not to do this or you may nominate someone else if you wish. In any event we will only accept instructions to cancel or reduce cover or delete or change drivers from you personally.