

## Terms of Business

Please read this document carefully as it sets out the terms on which we agree to act for our clients; and contains details of our regulatory and statutory responsibilities.

### Our Status

GoShorty is a trading style of Complex to Clear Group Limited. Complex to Clear Group Limited is a private limited company registered in England & Wales number 05044963. Complex to Clear Group Limited act as an independent Insurance Broker directly authorised and regulated by the Financial Conduct Authority (FCA). Our number is 751221 and you can verify our status by either visiting the FCA website: [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by telephoning them on 0800 111 6768. Our permitted business is arranging and advising general insurance contracts.

### Relationships and our service to you - How We Work

GoShorty will provide you with access to short term motor insurance. We also provide additional insurance products, which you can add-on to your main insurance policy. Please note products purchased online are Non-advised sales and you have made the decision to purchase from the information available to you; and based on your own assessment of the product and its suitability for your demands and needs. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur, so you will be aware of any possible conflict of interest. We will assist you with any claims help that may arise. We will not in any circumstances guarantee the solvency of any insurance company or supplier with whom we may place your insurance cover.

### Information We Need from You

We will ask you a series of questions to establish your demands and needs; and it is important that you answer each and every question and provide us with full information. Your answers will form the basis of the insurance contract we arrange for you. It is important that we obtain full details from you in order to prevent an insurer imposing any additional premium or declining your claim. Information about your policy can be found in the policy documentation Your insurance policy is a short-term contract, the inception date and time; and terms and conditions of which are disclosed in your Schedule of Insurance, Statement of Fact, Policy Booklet and Certificate of Insurance. Please ensure that you read and check these important documents, including any Endorsements shown in the Policy Booklet for any errors, omissions or non-disclosure of facts as it may affect or invalidate your insurance cover. Policy documents are issued via email, please ensure you receive your policy documents. If you have not received your policy documents, please check your junk/spam folder. You may request that your documents be posted to you, a small postal charge will apply, and you will be advised of the amount due. See our Table of Charges overleaf.

If you have requested a policy of less than one calendar month's duration -You must make sure that your policy is suitable for your needs before purchasing. Once you have purchased it you cannot make changes.

You must advise us of any change in your policy details as soon as they occur, as it may impact your premium and affect your insurance cover. If there is a change to your premium, we will advise you of, please be aware that in some cases midterm amendments may not be possible to make and a new replacement policy could be necessary.

### Quotations

We will seek quotations from a panel of Insurers. Certain products may be offered on behalf of a limited range of Insurers and where this applies, we will provide you with the names of the Insurers, if requested. Other products may be offered on behalf of a single provider who will be named on correspondence and on your documents. All premiums quoted are subject to the current rate of Insurance Premium Tax (ipt) as defined by HM Government.

### Payment Terms - Collection of Premium

We only accept payment by Debit or Credit card. We require full payment of the premium before cover is incepted.

### Protecting Your Money

Premium received from you and due to you are held on behalf of the Insurer in an Insurer trust account. We do this on behalf of the insurer. This means your policy has been paid for as soon as you pay us. Your money will always be protected because this is required by the FCA. We reserve the right to retain the interest earned on this account. Interest will not be more than £20 on each transaction.

We check that the insurers who we offer cover on behalf of are reputable, fair, and solvent. We cannot guarantee that this will continue to be the case, but we do check regularly to make sure.

#### Financial Services Compensation Scheme

We're covered by the Financial Services Compensation Scheme (FSCS).

The FSCS steps in when financial services firms go into default. In the unlikely event of that happening to Complex to Clear Group Limited, you may be able to claim. FSCS details are available on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

Credit broking is not covered by the FSCS.

#### Remuneration

We receive commission from insurers which is a percentage of the premium paid by you and allowed by the insurers. In addition, we may also charge a fee to cover our administration of your policy. This amount will be disclosed to you at point of arrangement and in your documentation. See also our Table of Charges overleaf

#### Claims referrals

If you are involved in a motor accident, we may refer you to one of our recommended panel solicitors. We may receive a referral fee if you proceed with our advice. Should you wish to know the amount of the referral fee, please make your request in writing. You reserve the right to use your own solicitor.

#### Cancellation and Charges

Cooling off Period - Please note any policy purchased with a cover duration of less than 30 days is NOT subject to the 14 Day Cooling Off period. You must therefore ensure PRIOR to purchasing the policy the cover meets your Demands and Needs.

**CANCELLATION AND REFUND POLICY** - Our refund policy is determined by the product purchased.

For GoShorty Short Term Car/Van Insurance:

You are entitled to cancel your policy at any time. Due to the short period nature of this policy there will be no refund of premium.

For GoShorty Learner:

Policies of less than one calendar month's duration

You are entitled to cancel your policy at any time. Due to the short period nature of this policy there will be no refund of premium.

Policies of more than one calendar month's duration

You are entitled to cancel your policy at any time. If you cancel within 14 days of your policy starting, or within 14 days of receiving your documents (whichever occurs later) you will, subject to no claims having been made by you, or claims made against you, receive a refund of premium less a charge for the days for which cover has been in force. A minimum administration charge of £25 will also apply. If you cancel cover after those 14 days you will as per the terms of the policy, not be entitled to any refund of premium. Where the insurer pays us a commission any clawback due to them as a result of cancellation will be deducted from any refund due together with an administration charge of no less than £25

#### Commission Claw back

When you purchase a policy from us your insurer pays us a commission for arranging cover on their behalf. When the policy is cancelled, they clawback a pro rata amount of commission for the unexpired days on cover. As we earn the commission for arranging the new business policy the amount of clawed back commission will be deducted from any refund of premium that may be due to you. This will be in addition to any other cancellation charges we may impose. Please refer to our Table of Charges overleaf

**Additional products** - There are no refunds of premium for any other additional products purchased with your short-term policy.

#### Minimum refunds

Please note where any cancellation or mid-term amendment results in a refund of money due to you of less than £10, we will retain this to cover our administration.

#### Claims Handling

Claims will be managed by your insurance company and/or our authorised claims administrator (Soter Professional Services Ltd) on your behalf. To make a claim under your policy you should call the insurer claims helpline as detailed in your policy booklet or 0161 429 4587 or alternatively email [Goshorty@soterps.com](mailto:Goshorty@soterps.com) which is also shown on our website and customer portal. This number is open 24/7, 365 days a year and should be contacted as soon as possible when there is the potential for a claim to be made. It is a condition of your policy that you should advise us of any incident involving a potential claim. As a matter of course, you should not admit liability, settle or agree to pay any claim without referring matters to GoShorty or its authorised claims administrator. You must also refer any correspondence in relation to the incident to us and advise us immediately of any notification of legal proceedings or prosecution without answering them.

### Complaints

We are proud of our customer service and endeavor to meet our commitments to our service level standards; and treat our customers and business partners fairly. In the event we fall short of your expectations, we value your feedback to help us to maintain and improve our service to our customers. Should you have cause to complain, please telephone the Office Manager, in order that the matter may be resolved to your satisfaction? In the event that your complaint is not resolved, please write to the Office Manager and we will acknowledge your complaint and advise you of the person who will deal with your complaint. We will send a copy of our complaints procedure which sets out the process and timescales for handling your complaint

Complaints contact:	Telephone no.	0333 4330001
	E-mail	<a href="mailto:info@goshorty.co.uk">info@goshorty.co.uk</a>
	Post	GoShorty London House London Road South Poynton Cheshire SK12 1YP

In the event that you are dissatisfied with the final outcome from our complaints process, you can refer your complaint to the Financial Services Ombudsman. ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Phone 0800 023 4567)

### Claims and Underwriting Exchange Register, Motor Insurance Anti-Fraud Register and MID

Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Ltd; and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIIC) which has been formed to help identify uninsured drivers and may be accessed by the Police to help confirm who is insured to drive. In the event of an accident, this database may be used by Insurers, MIIC and the Motor Insurance Bureau to identify relevant policy information. Other insurance related databases may also be added in the future. You can find out more about the MID at [www.mib.org.uk](http://www.mib.org.uk).

### Credit Searches and use of Third-Party Information

In assessing your application and to maintain our policy records we will need to comply with legal and regulatory requirements. We reserve the right, and you agree to allow us and or your Insurer, to check information provided by you and to carry out searches in relation to, but not limited to, your identity, fraud, money laundering and anti-terrorism. Such searches may also include a credit reference agency. This search will appear on your credit report whether or not your application proceeds.

### Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

### Confidentiality and Data Protection

We will treat all customers' information in a confidential manner and will ask you a set of questions to ensure that we are speaking to the policyholder only. We are not authorised to speak to another person in relation to your insurance and will decline any request for information, or to make alterations to your policy unless we have a legal mandate to do so. Your details will be held in compliance with the Data Protection rules. Details of any credit or debit card used in connection with the arrangement of your insurance will not be held by us on computer or file; and will not be passed to a third party.

### General Data Protection Regulations (GDPR)

By supplying data to us you will provide information about yourself and others which the GDPR (EU) 2016/679 regulation defines as personal data or sensitive personal data. The data controller is GoShorty, a trading style of Complex to Clear Group Limited. Your Personal Data will be used by GoShorty, a trading style of Complex to Clear Group Limited and other carefully selected companies for administration, renewals, claims checking, a credit search, marketing and research purposes and will be added to certain databases which may be checked by various organisations including the police. For full details of how we will handle and share your Personal Data, Driving Data and Sensitive Personal Data please refer to our Privacy Policy which is available from our website.

**Consent for your Data to be used**

You will be asked certain questions when arranging your Insurance to determine how you wish to share and receive information.

**Trademarks**

The images, logos and names on this Website identify GoShorty which is a registered trademark owned by Complex to Clear Group Limited. Nothing contained in this Website shall be deemed to confer on any person any license or right on the part of the companies mentioned above or any third party with respect to any such image, logo, or name.

**Law**

This agreement shall be governed by the Laws of England, Wales and Scotland and the parties agree herewith that any dispute arising shall be subject to the (non) exclusive jurisdiction of the relevant Court.

**Table of Charges**

The amount of the charge will always be advised to you before you purchase the policy. Below is a summary of what we may charge you.

Description	Maximum amount we may charge	Notes
New Business	£100	The amount charged will depend on the type of product purchased and insurer premium amount.
Mid Term Amendment	£75	Our normal charge is £25
Duplicate or hard copy posted documents	£25	You can download these free by registering on our customer portal
Cancellation Fee	£75	Our normal charge is £25
Minimum refund	£10	We will not repay any refund amount that is less than £10