

# Bikmo Terms of Business Agreement

Enjoy life. Ride more.



## Important!

Please read this document carefully as it sets out our terms and contains important regulatory and statutory information.

- By asking to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business.
- In the interests of security, staff training and to improve our services, please be aware that telephone calls may be monitored and/or recorded.

### Definitions

“We/us/our” means Bikmo Limited trading at 7 Abbey Square, Chester, CH1 2HU. Registered in England & Wales No: 09149847.

Our trading names are Bikmo, Bikmo GO, Bikmo PLUS, Bikmo RACE and Bikmo TRI.

### Status

We are an independent intermediary and are authorised and regulated by the Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN. Our FCA registration no. is 745230. This can be checked by click here [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6788.

### Complaints

We always aim to provide a first-class service. However, if you have any cause for complaint, please address these in the first instance to:

The Compliance Manager, ROCK Insurance Group, Griffin House, 135 High Street, Crawley, West Sussex, RH10 1DQ

Email: [admin@rockinsurance.com](mailto:admin@rockinsurance.com)

If we cannot settle the complaint satisfactorily, you may be entitled to refer your complaint to the Financial Ombudsman Service. Further details can be obtaining by clicking [here](#).

### Online Dispute Resolution - ODR

As the majority of our policies are sold online through our website, you may also submit a complaint through the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/odr>

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business/circumstances of the claim. Further details are available by downloading the [Protecting your Money FSCS Leaflet](#) (PDF).

## Scope of capacity and services

We operate a non-advised service. This means you will not receive advice or a recommendation from us. We may ask you some questions to narrow down the selection of products that we will provide information on, you will need to make your own decision on how you proceed.

We act as your agent when sourcing a policy, placing the insurance and in the event of a claim.

We are acting on behalf of the Insurer when we collect your premium.

## Selection

If we offer a number of products from a range of insurers you will be notified during the policy purchase and renewal processes who your Insurer is – this varies depending on the territory and product type.

## Fees and charges

You will receive information about any fees we receive relating to the product you are being offered.

Our remuneration is commission which is a percentage of the premium paid by you.

**We are committed to ensuring complete transparency of our remuneration and we will, at your request, fully disclose our remuneration**

## Source and type of fees

We arrange the policy with the insurer on your behalf, you do not pay us a fee for doing this. We receive commission from the insurer which is a percentage of the total annual premium.

## Definition of a consumer

A policyholder acting for purposes outside his trade, business or profession.

## Definition of a commercial customer

A policyholder acting for purposes within his/her trade, business or profession.

## Consumers Insurance (Disclosure and Representations) Act 2012 (CIDRA)

You are respectfully reminded of your duty to take reasonable care not to make a misrepresentation in any information that is provided by you to insurers and to answer all questions asked by insurers honestly.

Under CIDRA, a misrepresentation may amount to a failure to comply with a request from an insurer for confirmation, or amendment, of details previously provided by you.

Please be aware that the duty to take care not to make a misrepresentation exists not just prior to any placement being affected but also at any subsequent renewal and any variation of the contract terms during the period of insurance.

In the event of a deliberate or reckless misrepresentation, insurers may avoid the contract. Under CIDRA deliberate or reckless misrepresentation is a misrepresentation where you know it to be untrue or misleading (or do not care either way) and that you know (or do not care) that the matter to which it relates is relevant to insurers.

**Please consult us if you are in any doubt on this aspect.**

## Payment of Premiums

We only accept payment by Direct Debit or credit/debits cards.

## Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro-rata, may arise under policies where a participating insurer becomes insolvent. Where we use an unrated insurer, you will be notified separately.

## GDPR/Data protection

All personal information about you will be treated as private and confidential.

We are registered with the ICO (Information Commissioner's Office) 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 notice](#) and contact us for other rights you may have under GDPR such as 'Rights of Data Access'.

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us.

<b>Claims</b>	<p>We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.</p> <p>You must notify the claims handlers as soon as possible of a claim and circumstances which may give rise to a claim.</p> <p>In the event of a claim you should follow the steps in your policy wording.</p> <p>You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer.</p> <p>If an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.</p>
<b>Client money</b>	<p>Premiums are collected in line with a strict agency agreement known as a Risk Transfer and when we collect these premiums, we are acting on behalf of the Insurer.</p> <p>Where Risk Transfer does not apply, client money is held in a Non-Statutory trust in accordance with the FCA Client Assets Sourcebook (CASS), with our nominated bank.</p> <p>Holding money in line with CASS ensures your money is protected and used only for the settlement of Insurer accounts.</p> <p><b>Any interest we earn on client money and any investment returns will be retained by us for our own use.</b></p>
<b>Cancellation</b>	<p>If you wish to cancel your policy then you will need to contact the customer services team via phone or email</p> <p>Subject to the cancellation terms of your policy, a refund of premium may be available, you will be advised of this at the time. Details of any applicable cancellation terms and charges will be found in your policy documents.</p> <p>Our commission and/or fees are fully earned from the date insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy.</p> <p>If you do decide to cancel the policy during the 14-day cooling off period then your premium will be refunded in full, provided no claims have been made or no incidents have occurred that may give rise to a claim. Should</p>

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The BIKMO logo consists of the word "BIKMO" in white, uppercase, sans-serif font, centered within a teal square.

you decide to cancel after the 14-day cooling off period no refund will be given.

## Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English law.

In relation to any legal action or proceedings arising out of or in connection with these Terms of Business, we both irrevocably submit to the exclusive jurisdiction of the English courts.