

OUR TERMS OF BUSINESS

This document provides important information about how we deal with you and your insurance policy. Please read this document carefully and retain it along with all other relevant policy documentation.

Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- The section headed 'Use of personal data' and specifically the paragraph explaining how 'sensitive personal data' will be used; and
- The section headed Credit Checks.
- The section headed 'Our Service' which explains that we will not make a personal recommendation to you.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at; Yellow Jersey, Prospero, 73 London Road, Redhill, RH1 1LQ.

The Financial Conduct Authority

Yellow Jersey Cycle Insurance and Yellow Jersey Travel Insurance are trading styles of The Plan Group Limited which is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 307249.

Our permitted business is introducing, advising, arranging, dealing as an agent and assisting in the administration and performance of general insurance contracts.

You may check this on the Financial Services Register by visiting the FCA website, www.fsa.gov.uk/register/ or by contacting the FCA on 0800 111 6768.

Our Service

We source and arrange products but do not offer advice or make recommendations when arranging bicycle or travel insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed. We also provide business insurance and provide advice and recommendations in relation to business policies.

Our product range and the range of insurers used

We can only offer pedal cycle insurance from Tradewise Insurance Company Limited and travel insurance through ASUA on behalf of Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. We offer business insurance from a fair analysis of the available market. We will not in any circumstance guarantee the solvency of any insurer.

Complaints and compensation

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact the Operations Director in writing at Yellow Jersey, Prospero, 73 London Road, Redhill, RH1 1LQ, by email at support@yellowjersey.co.uk, or call on 03330030046.

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

We are covered by the Financial Services Compensation Scheme (FSCS). 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. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit.
 - For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit.
- Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or +44 (0) 20 7892 7300 or www.fscs.org.uk.

Payment for our services

We normally receive commission from insurers or product providers. We also charge you for handling your insurances as set out below. Any charge applied by us for the arranging of a new policy or the renewal of an existing policy will be clearly identified and shown separately prior to the conclusion of the contract;

A charge of £50 will be made for each adjustment or issue of duplicate documentation made to an existing policy. Where self-service adjustments are available online, for example Bicycle Insurance, there is no charge for duplicate documents or adjustments. The total balance of all fees charged is due for payment immediately prior to commencement of cover or to the commencement of work undertaken by us and are non-refundable under any circumstance. In the event of policy cancellation or voidance we will charge a fee of £15. Where the charge results in a premium refund by the insurer, we will also charge 15% percent of the returned premium to replace commission reclaimed by the insurer.

The total balance of all fees charged is due for payment immediately prior to commencement of cover or to the commencement of work undertaken by us and are non-refundable under any circumstance. Administration fees in respect of any premium instalment arrangements will be identified separately on such arrangements.

Full payment of premium and fees is due before cover commences or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you.

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

On request, we will be pleased to provide information about any commission received by us in the handling of your insurances.

We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

Handling money

Our financial arrangements with Tradewise Insurance Company Limited and UK General Insurance Limited are on a 'Risk Transfer' basis.

This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances, such monies are deemed to be held by the insurers with whom your insurance is arranged.

Cancellation of insurances

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned.

In the event of cancellation, charges for our services will apply in accordance with the 'Payment for our services' section above.

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.

Third party costs

You should be aware that any costs incurred by us from a third party such as a debt collection agency, legal professional or bailiff whilst in the course of collecting a debt from you will be added to the overall amount of debt outstanding.

Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Such circumstances could include:

- Non-payment of premium or fees.
- Commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s).
- Failure to provide requested documentation or information.
- Deliberate failure to comply with terms set out within the TOB or insurer's documentation.
- Deliberate misrepresentation or non-disclosure or attempted fraud.
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to this terms of business agreement. 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.

Your responsibilities

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy. If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid. You must check all details on your Statement of Facts and pay particular attention to any declaration you may be asked to sign.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

Use of personal data

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances, it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to it being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive data for which you will be charged a fee of £10. If at any time, you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to the Operations Director at Yellow Jersey, Prospero, 73 London Road, Redhill, RH1 1LQ.

Credit Checks

To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, some insurers use public and personal data from a variety of sources, including a credit reference agency and other organisations. The search will appear on your credit report whether or not your application proceeds. If you have any questions about this matter, please do not hesitate to contact us.

Conflict of interests

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for 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 arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

Governing Law

These terms are governed by and constructed in accordance with the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Terms issued 17/08/2018

