

# 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 is a 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/](http://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 bicycle insurance and travel insurance through single insurers. 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](mailto:support@yellowjersey.co.uk), or call on 0333 003 0046.

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](http://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 £25 will be made for each adjustment or issue of duplicate documentation made to an existing business insurance 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 most insurance companies 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 insurer(s) with which your insurance is arranged. You will be notified if Risk Transfer does not apply and such monies will then be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows the rules stipulated by the FCA to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.



### **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**

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details, health and criminal offences.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances (and in arranging insurance premium finance where applicable). Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing [data@yellowjersey.co.uk](mailto:data@yellowjersey.co.uk).

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our data privacy representative by emailing [data@yellowjersey.co.uk](mailto:data@yellowjersey.co.uk). How we process your personal data is detailed further within our Privacy Notice. <https://www.yellowjersey.co.uk/privacy-policy/>

### **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 revised 15/02/2021

