

TERMS OF BUSINESS

This Terms of Business agreement sets out the terms on which JRW Group Services Ltd agrees to act. It also identifies your own responsibilities both to us and to insurers and it sets out our regulatory and statutory obligations.

Please contact us immediately if there is anything in these Terms of Business that you disagree with or do not understand.

Definitions

"We", "us" or "our" means JRW Group Services Ltd (JRW) trading as **cycleplan**. "You" and "your" means the individual person who is a policyholder or potential policyholder.

About us

JRW Group Services Ltd (JRW) of The Royals, Altrincham Road, Manchester, M22 4BJ is authorised and regulated by the Financial Conduct Authority for Insurance Mediation Only. Our Firms Registration Number is 313411. We are permitted to deal as an agent of insurers and clients with respect to non-investment insurance policies. You can check these details online using the Financial Services Register (accessible from www.fca.org.uk) or by contacting the Financial Conduct Authority Helpline on **+44 (0)800 111 6768**. We are also authorised by the Financial Conduct Authority for consumer credit broking.

You will not receive advice or a recommendation from us as part of our service however we may ask some questions to narrow down the selection of products on which we will provide details. You will need to make your own choice about how to proceed. By asking us to quote for and arrange insurance, you are providing your informed agreement to these Terms of Business.

Your duty of disclosure

You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

Purchases made on behalf of a third party

If you are purchasing a policy on behalf of another person, it is your responsibility to ensure that the duty of disclosure is met for each of the persons for whom cover is being purchased. It is also your obligation to ensure that each person on whose behalf insurance has been purchased is aware of the full details of the cover. We are unable to accept responsibility for loss should a claim be rejected due to the non-disclosure of a third party insured. If payment information provided relate to those of the third party and not of the policyholder, the policy will automatically renew against the third party's payment details unless the policyholder provides alternative payment information.

Dealing with other people

To comply with data protection legislation, the request of many of our policyholders and to make the managing of your policy more convenient, it is our procedure to deal only with the person named on the policy. If you would like someone else to be able to deal with your policy for you on a regular basis, you must put this in writing to us.

Residency Limitation

You and anyone on whose behalf you purchase our insurance must be a resident of the United Kingdom.

Policy Documents

Policy information will be issued in a timely manner. Your policy documentation comprises of an Insurance Schedule and Insurance Booklet that will confirm the basis of cover, give details of the insurer, provide a policy summary, Demands and Needs statement and Keyfacts illustration. We reserve the right to hold back schedules and certificates until all payments due have been made.

Important

If you have provided an email address on application, your policy documents will be sent to you via email within 24 hours of the policy being created or renewed. If the email has not been received or cannot be located within your spam folder after this time period, it is your responsibility to contact us immediately for this to be resent.

If no email address has been provided on application or you have specifically requested for policy documents to be sent via the post, these should be received within 14 days from when the policy was created or renewed. It is your responsibility to contact us immediately should policy documents not be received so they can be reissued.

If you do not instruct us that you have not received your documents within 14 days of

policy creation or renewal, then we will assume that all documents have been received within the timeframes stated and that you agree to the policy Terms and Conditions.

Checking your policy documents

When you receive your documents, please ensure that you read your insurance policy carefully. In particular you should check the start (from) and end (to) dates, and that the cover chosen is adequate for your needs. Failure to comply with the Terms and Conditions of the policy may result in cover being restricted or possibly invalid. Please contact us if you have any questions with regard to your policy. You are advised that the full terms and conditions of our policies should be consulted prior to your completing your policy purchase and if you have any questions you should make sure these are answered to your satisfaction. If you have not previously received a copy or read online the Insurance Booklet detailing the full policy Terms and Conditions before you take out your insurance, you will be provided a copy with your Insurance Schedule.

Policy Excesses

Under some sections of the insurance, claims will be subject to an excess. This means that you will be responsible for paying part of the claim. The amount you have to pay is the excess. Some business lines may however allow customers to purchase an excess waiver against specific sections of the policy.

Mid-Term Adjustments

Where you request a mid-term adjustment which reduces the cover provided under the policy, no amount will be refunded. Where a request is made to increase the cover provided, any increase in premium must be paid in full at the time of the amendment to us.

Policy Renewal

Policyholders will be provided with the renewal terms no less than 14 days before expiry of the policy, or notified that the renewal is not being invited. Your insurance will automatically renew until either you or we cancel it using the payment details provided. No monies will be taken without prior notification to the policyholder. If original payment was not made by the policyholder but a third party, it is the responsibility of the policyholder to contact the third party to advise that a payment will be taken, or the policyholder to provide alternative payment details before renewal.

If you do not wish to renew your policy, you must inform us at any time up to 5 days before your renewal date in writing, via a signed letter (post or fax) or send an email.

For policies taken out online or where you have provided an email address, your renewal terms will be sent to the email address provided at inception or where you have provided a different email address. If we have no email address on record, the renewal notification will be sent via post.

Promotional/Introductory Offers

Discounts or promotions may be offered from time to time and apply to first year customers only unless otherwise stated. They cannot be used in conjunction with any other offer.

Trial offers are not available to previous and existing customers. Only one trial offer per individual and per household is permitted. Trial fees are non-refundable. No further payment will be taken without prior notification. We reserve the right to amend, remove or suspend any non-insurance benefits without prior notice. These benefits are subject to applicable Terms and Conditions.

How to cancel

New/Renewing Customers: If you are not entirely satisfied with your policy, you have 14 days from receipt of your policy documents to cancel your policy and a full refund will be made. You must send a signed letter of cancellation via post or fax, or send an email.

If any gifts or promotional vouchers have been provided with your policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must have not been redeemed.

This does not affect your statutory rights.

Existing Customers during policy Term: If you wish to cancel your insurance policy, you must send a signed letter of cancellation via post or fax, or send an email.

The duration of our policies are fixed and premiums are paid on inception. Pro-rata refunds are not available should you wish to cancel during the term of the policy.

Protecting your information

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent in relation to administering your insurance or where we are required by law.

Some or all of the information you supply to us in connection with your insurance proposal may be passed to insurance and other companies for underwriting, claims and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998, under which you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the Data Protection Officer at our address (section "About Us").

We and/or the insurers or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify your identity or creditworthiness to avoid fraud and to obtain beneficial quotes and payment options on your behalf. Each of these searches may appear on your credit report whether or not your application proceeds.

By agreeing to these terms and conditions you agree to these uses of your information.

We will not make your details available to other parties for marketing purposes, but we and other companies also owned by The JRW Group Ltd, may contact you to keep you informed of our latest products and services. We use industry standard encryption technologies when transferring and receiving customer data exchanged with our web site.

How to make a claim

Your Insurance Booklet includes a claims procedure, which tells you what steps you should take if you wish to make a claim. You must notify the Claims Department of a claim or circumstance which may give rise to a claim as soon as possible. You will be provided with every assistance in submitting a claim and seeking reimbursement.

Our right to set off monies you owe us

We, the insurer or claims handler shall be entitled (but not obliged) without notice to you, to set off any amounts due from you against any amounts which we, the insurer or claims handler may receive on your behalf (such as claims monies, refunded premiums and other sums). Full premiums are due before settlement of any claim.

Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, the administrator will hold your money as an agent of the insurer in which case your policy is treated as being paid for.

Payment

Premiums for Insurance are payable and due at the time of application. You may make payment by cheque, credit card (all major credit/debit cards except American Express are accepted), or Direct Debit. The insurance purchase will not be concluded until payment has been received unless otherwise agreed.

If a payment is to be collected by Direct Debit and we have been notified by your bank or building society of a failure to make payment to us, the insurance will be cancelled and you will be notified. We may allow payment of the total premium by instalment to be spread over a maximum of 12 consecutive months provided the initial payment is made at inception and the means of payment for the following instalments is supplied at that time (e.g. with credit card details, post-dated cheques or Direct Debit). Failure to make a payment by the agreed date will result in cancellation of the policy after the payment failed and no refund will be made. All premiums quoted are inclusive of local Taxes at the prevailing rate and any administration fee.

Payment of premium using Third Party Instalment facilities

If you choose to pay for your insurance premium using our third party supplier, Premium Credit Limited (PCL) of Premium Credit House, 60 East Street, Epsom, Surrey KT17 1HB, your details will be passed on to them. Any queries or questions about the service provided by PCL should in the first instance be directed to them on **+44(0) 844 736 9836**.

Where your policy is paid via PCL and you choose to renew your cover (or we renew your cover pursuant to section "Policy Renewal" of this agreement), we will again continue to pass your details to PCL.

If any Direct Debit or other payment due in respect of the credit agreement you enter into with PCL to pay premiums is not met when presented for payment, or if you end the agreement with PCL, or if you do not enter into a credit agreement with PCL we will be informed of this by PCL. If you do not make other arrangements with us to pay your insurance premiums, you acknowledge

and agree that we may instruct on your behalf any relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer, and if any money is owed to PCL under your credit agreement to pay it to PCL or if PCL have debited us with the amount outstanding, to use it to offset our costs.

In assessing your application for credit, PCL will search the public information that a credit reference agency holds about you. The credit reference agency will add details of the search and your application to their record about you whether or not your application proceeds. This and other information about you may be used to make credit decisions about you and undertake checks for the prevention and detection of money laundering.

If your application for credit is accepted, PCL will send you a welcome pack detailing their full terms and conditions and commence collection of instalments. A credit agreement will be included for you to sign and return. PCL may begin collecting your Direct Debits before you return your signed credit agreement to pay for any insurance cover you are receiving. If you have any questions about your instalments, contact PCL on **+44(0)844 736 9836**.

On renewal of your insurance policy we will continue to pass your details to PCL unless you instruct us otherwise. Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from PCL.

To use PCL's facility you must be resident in the UK, aged 18 years or over and hold a bank or building society account which can support Direct Debit payments. Credit is available subject to status.

Remuneration

The Total Premium shown on the schedule includes Insurance Premium Tax (IPT) and administration charges which are negotiated under a separate contract. We make an administration charge per policy to cover the costs of policy arrangement and administration, any promotional products/services, our marketing costs and our regulatory fees and levies. This separate administration charge may vary according to the policy period, policy type, and other variable costs. If you pay your premium by instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements.

Complaints

If you have a complaint, please address it to: Complaints Department, cycleplan, The Royals, Altrincham Road, Manchester M22 4BJ, telephone **+44 (0)8000 92 92 68** or email: **complaints@thejrwwgroup.co.uk**.

If your dissatisfaction concerns a claim please also refer it to us at cycleplan. If your complaint is not resolved or you are not happy with our response and the course of action proposed, you may refer the matter to the Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA, telephone **+44 (0)20 7327 5693** or email **complaints@lloyds.com**.

It may be that you have access to the Financial Ombudsman Service if you are still not satisfied with Lloyd's response to your complaint. For further information on your eligibility please visit: **www.financial-ombudsman.org.uk** or contact us. All referrals to the Financial Ombudsman must take place within 6 months of the date of your last correspondence with **cycleplan** in relation to the complaint. To refer a complaint to the Financial Ombudsman Service then either call **+44 (0)300 123 9 123** or visit

www.financial-ombudsman.org.uk/consumer/complaints.htm to download a complaints form.

Compensation arrangements

We are covered by the Financial Services Compensation Scheme. 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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. This scheme does not apply to consumer credit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on **+44 (0)800 678 1100** or **+44 (0)20 7741 4100** or by visiting **www.fscs.org.uk**.