

# 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 Golf Care. "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](http://www.fca.org.uk)) or by contacting the Financial Conduct Authority Helpline on +44 (0)800 111 6768. 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

**Consumers:** 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.

**Commercial customers:** If the insurance is arranged wholly or mainly for purposes related to your trade, business or profession you have a duty to disclose all material facts whether or not the insurer asks for specific information. This duty applies throughout the life of your policy, and when you renew your insurance. Material facts are any facts which may influence the insurer's decision to accept the policy and/or what terms are applied. Failure to disclose a material fact may invalidate your insurance and could mean that your claim will not be paid.

## PURCHASES MADE ON BEHALF OF A THIRD PARTY

If you are purchasing a policy on behalf of another person or a group or team, 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.

## 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. 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. 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, 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 the Period of Insurance, 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.

## HOW TO CANCEL

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. This must be prior to the Event Date.

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.

## CANCELLATION OF EVENT

If the Insured Event is cancelled up to and including 14 days from receipt of documents, your premium will be refunded in full subject to written confirmation from the host Golf Club secretary that the Insured Event has been cancelled.

If the Insured Event is cancelled after 14 days from receipt of documents, no refund of any part of the premium can be made. We will however transfer cover to a future Event so long as this Event takes place within 6 months from date of issue of documents

and to the same conditions. This is subject to written confirmation from the host Golf Club secretary that the Insured Event has been cancelled. Details of the revised Event must be provided to Us prior to its commencement. We reserve the right to withdraw or alter our terms if appropriate.

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## 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 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 website.

## 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.

## PROTECTING YOUR MONEY

Prior to your premium being forwarded to the insurer, and for your protection, we 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 and credit card (all major credit/debit cards except American Express are accepted). The insurance purchase will not be concluded until payment has been received unless otherwise agreed. Failure to make a payment by the agreed date will result in cancellation of the policy.

**Credit/Debit Card** – full payment must be received at least 7 days prior to the Event Date.

**Cheque** – must be received at our registered office at least 14 days prior to the Event Date. Should acknowledgment of receipt by Golf Care not have been made to you prior to the Event Date, then you must contact Us to ensure payment has been received and your Insurance has been incepted.

## 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 but will not exceed 33% of the total premium paid.

## COMPLAINTS

If you have a complaint, please address it to: Complaints Department, Golf Care, The Royals, Altrincham Road, Manchester M22 4BJ or Email: [complaints@thejrwgroup.co.uk](mailto:complaints@thejrwgroup.co.uk).

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](http://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 Golf Care 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](http://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. 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) 020 7741 4100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).