



## Terms of Business

This Terms of Business is effective from 01/10/2018 and supersedes any similar agreements previously issued by us. Please read this document carefully. It sets out the terms upon which we agree to act for our customers and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. Please contact us immediately if there is anything in this Agreement that you do not understand or with which you disagree.

### About our company

Pro-Cycle Insurance Services is a trading name of Trinity Insurance Services Ltd, who are specialist insurance brokers for members and ex-members of HM Forces or civilians attached and their associated families. We are authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Our FCA Registration number is 307068. You can check this information on the FCA's Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on

**0800 111 6768 (freephone) or +44 (0) 0300 500 8082**

### Our Address

You can contact us at: Pro-Cycle Insurance Services, Cross Keys House, 22 Queen Street Salisbury, SP1 1EY. Our registered address is: Appledram Barns, Birdham Road, Chichester, West Sussex, PO20 7EQ.

### The scope of the service we are providing as your agent

We offer general insurance products from specific insurers. The list of insurers with whom we may and do place business are:

Cycle Insurance - Arch Insurance Company (Europe) Ltd  
Event Insurance - Arch Insurance Company (Europe) Ltd

In relation to general insurance, we neither make a personal recommendation nor give you advice in relation to the product we have identified. You must make your own decision on how to proceed based on the product information provided.

We will place your insurance using the services of a managing general agent.

### Who we act for?

We act as your agent in our dealings with you except in the following circumstances when we act as the agent of the insurer:

- when we collect and hold insurance premiums.

### Insurer security

We monitor the financial strength of the insurers with whom we place business. However, it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. Therefore, the solvency of any insurer or underwriter can never be fully guaranteed. However, you will be given details of applicable compensation scheme arrangements with your insurance documentation.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

### Disclosure

Before you enter into a policy with us, you will be asked questions which are relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms. You must take reasonable care to answer questions about your proposed insurance fully, honestly and to the

best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

It is very important that information given to us when buying a policy, when completing claims forms and giving declarations to the insurer is correct. If a policy is purchased, or a form or declaration is completed on your behalf, it is your responsibility to check that the answers given to all questions are true and complete. You are advised to keep copies of any correspondence you send to us or direct to your insurers.

Please also note that any subsequent renewal terms offered will be based upon the information that we hold on file about you - we will assume that such information remains correct unless you tell us otherwise.

### Our Remuneration

Unless we tell you otherwise before you take or renew an insurance policy with us, we are remunerated for our services in the form of commission from the insurer, which is a percentage of the total annual premium payable plus any charges (see below), we ask you to pay us in addition to the premium. We will tell you how we are remunerated for the services we provide each time you take out or renew a policy through us.

Unless we tell you otherwise, when you take out or renew a policy, we make no further charges in addition to the insurer's premium.

We may also receive commissions from Premium Finance provided for introducing customers to them.

### Methods of payment

We normally accept payments by direct debit, credit and debit cards and cheque. We will give full information about premium payment options when we provide quotations and at renewal.

In the absence of your instructions to the contrary before expiry date we will automatically renew your policy if payment is usually made by credit/debit card (with signed mandate) or direct debit.

### Settlement terms

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss that you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

### Confidentiality

The insurers and Insignia Insurance Services will process your data in accordance with current data protection laws. Your personal data may be shared with other parties for purposes including administration of the insurance contract, fraud and crime prevention and statistical risk assessment. You can read the full Data Protection Notice at:

[www.insigniainsurance.co.uk/data-protection](http://www.insigniainsurance.co.uk/data-protection)

## Quotations

Unless stated otherwise in our documentation all quotations provided for new insurances are:

- valid only for a period of 30 days from the date of issue
- subject to satisfactory completion of the insurer's Proposal Form where relevant.

You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in your proposal forms or declarations differs from that provided at the time the quotation was issued.

## Changes to your cover

We will normally deal with requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required, we will contact you as quickly as possible. We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.

## Receipt of instructions

We do not consider instructions to arrange or change cover sent to us by post, electronic mail or facsimile, or left on answering equipment, to have been received until they reach the relevant personnel in our offices. We do not accept responsibility for instructions that do not reach us due to failures in the postal, electronic or telecommunications systems.

## Documentation

Our aim is to produce documentation and correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our administrative staff are always happy to clarify the cover provided. You should check all policy documentation to ensure that the details are correct, and the cover provided meets with your requirements. Any errors should be notified to us immediately. We recommend that you keep policy documents for as long as a claim is possible under the policy.

## Transferred business

If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection. We would ask you to contact us without delay should any aspect of a policy that has been transferred to us cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

## Making a claim

Your Policy Documents will give you details of whom to contact in order to make a claim. If you require assistance, please contact us and we will advise you as to what action is required and by whom. You will be required to provide full details of your claim. You will be advised as to how you should do this.

You must notify us as soon as possible of a claim or circumstances which may give rise to a claim.

## Treating our customers fairly

We aim to provide a first-class level of service at all times, and welcome feedback from our customers. If, for any reason, you feel that our service is not of the standard you would expect, please tell us. You can email us at:

**[enquiries@procycleinsurance.co.uk](mailto:enquiries@procycleinsurance.co.uk)**

## Complaints procedure

Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner.

If you wish to register a complaint about the sale or administration of your policy, please contact us:  
In writing; The Managing Director, Pro-Cycle Insurance Services, 22 Queen Street, Salisbury, SP1 1EY  
By telephone; +44 (0) 1722 597980  
By email: **[enquiries@procycleinsurance.co.uk](mailto:enquiries@procycleinsurance.co.uk)**

If you remain dissatisfied after receiving our final response to your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service, free of charge - but you must do so within six months of receiving our response. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.

If you bought your insurance online, you can also register your complaint with the Online Dispute Resolution website, which has been set up by the European Commission, at **<https://webgate.ec.europa.eu/odr/>**. They will notify FOS on your behalf.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of insurance transacted and the circumstances of the claim.

Further details about compensation scheme arrangements are available from the FSCS.

## Cancellation right

You may have the right to cancel up to 14 days from the date you receive:

- The policy start date or the date you receive the policy documentation or;
  - The renewal date or the date you receive full renewal documentation for subsequent periods for insurance.
- Should you decide to exercise this cancellation right, you will be entitled to a refund of premium less an appropriate pro-rata charge for the period of cover given before the cancellation right was invoked. Should any claim occur prior to the exercise of the cancellation right where the claim terminates the insurance cover, the insurers may not allow a refund of any of the premium paid.

If this cancellation right is not exercised within relevant period as stated above, none of the premium paid will be refunded.

## Cancellation of policies

If you wish to cancel your policy in circumstances other than as described in the section headed Cancellation Right, you may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover. Additionally, you should note the following:

- Insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged
- Cancellation of a direct debit does not necessarily cancel a policy and any balance of premium owing may be requested by the insurers.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.

## 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.

**YOU ARE DEEMED TO HAVE ACCEPTED THIS AGREEMENT AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN SEVEN DAYS OF RECEIPT.**