

## TERMS OF BUSINESS

**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 'The processing of your personal data', specifically the sub-section titled 'Credit checks.' 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 the above address.

**The Financial Conduct Authority** - Golfguard Limited is an independent intermediary and is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Register number is 310410. Our permitted business is advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities. 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 0845 606 1234.

**Our Service** - We source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, we will 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. Golf insurance for individuals is arranged via AXIS Managing Agency Limited on behalf of Certain Underwriters at Lloyd's. Insurance for golf clubs is arranged with AXA XL. In providing these services we act as agent of the insurers under binding authority agreements. In certain circumstances we will also act on behalf of these insurers in negotiating and settling claims and will inform you that we will be acting on their behalf at the point of claim. Travel insurance is arranged via Rock Insurance Group with URV. We will not in any circumstances guarantee or warrant the solvency of any insurer.

**Complaints** - We aim to provide you with a high level of customer service at all times, but if you are not satisfied, contact us in writing to: Golfguard Ltd, PO Box 270, East Grinstead, West Sussex RH19 3WP or by phone on 01342 318368. Alternatively you can contact Lloyd's at Complaints, Lloyd's, One Lime Street, London EC3M 7HA, via email at [complaints@lloyds.com](mailto:complaints@lloyds.com) or by phone on 020 7327 5693. When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you remain dissatisfied after we and Lloyd's have considered your complaint you may have the right to refer your complaint to an alternative dispute resolution body. If you live in the United Kingdom or Isle of Man the contact information is the Financial Ombudsman Service at Exchange Tower, London E14 9SR or via email on [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or by phone on 0800 023 4567. For further information you can visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**Compensation** - We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Commission** - When we arrange a policy for you the insurer pays us a percentage commission from the total premium. For golf insurance, if the type of policy we sell reaches specific profit targets the insurer may also pay us an additional bonus. You will receive a quotation which will tell you the total price to be paid, including any taxes, before your insurance arrangements are concluded. Full payment of premium is due before cover commences or as detailed in any Cover/ Debit Note/invoice we may issue to you. A charge may be made in respect of the issue of duplicate documentation, mid-term changes, etc. Please also refer to the paragraph 'Ending your relationship with us.' You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

**Handling Insurers Money** - We act as agents of the insurer in collecting premiums and handling refunds due to clients as well as the transfer of claims monies. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged. For the purpose of some transactions, money may pass through other authorised intermediaries before it is received by the insurer. Interest will not be paid to clients in respect of money held in these bank accounts.

**Cancellation of Insurances** - You should make any request for the cancellation of a policy in writing to Golfguard Ltd within 14 days of receipt of the policy document and any relevant certificate of insurance should be returned to Golfguard Ltd. The terms of your policy may allow insurers to provide a full refund of premium paid; retain the premium in full or to charge short-period premiums in the event of cancellation.

**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. Unless otherwise agreed in writing, if our relationship ends, any transactions already initiated which will be completed according to these Terms of Business. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any brokerage payable in relation to policies placed by us prior to the date of termination.

**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 any proposal form or 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 or mean that claims may not be paid. 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.

**The processing of your 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 and contact details. 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 emailing [info@golfguard.com](mailto:info@golfguard.com). In the event that we are required to process 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 [info@golfguard.com](mailto:info@golfguard.com) or by telephoning 01342 318368. How we process your personal data is detailed further within our Privacy Notice on our website at [www.golfguard.com](http://www.golfguard.com).

**Credit checks** - We and other firms involved in arranging your insurance (insurers, premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

**Conflict of interests** - Occasions can arise where we or our Appointed Representative Mead Sport and Leisure Limited, clients or product providers will have a potential conflict of interest with business being transacted for you which may not be able to be satisfactorily managed. If this happens we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

**Claims handling arrangements** - We will employ due care and skill if we act on your behalf in respect of a claim. If we act on behalf of an insurer in negotiating and settling claims and we will inform you that we will be acting on behalf of the insurer, at the point of claim.

**Trading Names** - Anglers First Insurance and ClubCricketCover are trading names of Golfguard Ltd.

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