

# **Personal Golf Insurance**

# Terms of Business Agreement (TOBA)

#### (1) About us \*

PGI is a trading style of Direct Insurance Group PLC and is authorised and regulated by the Financial Conduct Authority (FCA). Direct Insurance Group PLC is permitted to arrange and deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies.

### (2) Your duty of disclosure

Consumers: You must take reasonable care not to make 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 or all of a claim may not be paid.

# (3) Whose products do we offer?

We will only offer you an insurance product from the Lloyd's Coverholder via the insurer named in the accompanying documents. We provide this under an agreement with them which allows them to provide you with a quotation, confirm cover and issue policy documents to you, acting on the insurer's behalf. Copies of policy documentation can be obtained by contacting us. We review the position of the insurer periodically to ensure that they still meet the requirements of our customers and we are not contractually obliged to deal with them.

## (4) How are we meeting your needs?

We will make available some cover options and then ask you some questions (important: see section headed "Your duty of disclosure) to ensure that your risk is suitable for insurers, however we won't provide you with a specific personal recommendation. This product is suitable for amateur golfers wishing to insure against the accidental damage or theft of their golfing equipment and the liabilities which may arise through playing golf. You must make your own decision as to whether this insurance meets your own specific needs, please ask us if you have any particular queries about your own needs.

# (5) 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 other companies for underwriting, claims handling and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998 under which you have the right to see access personal information held about you that is held in our records, whether electronically or manually. If you have any queries please write to the Principal at the address below.

## (6) Collection of Premiums

All premiums will be collected via a fully secure on-line payment system by the Lloyd's Coverholder. (Nelson Policies at Lloyds). By accepting this TOBA you give your consent for us to operate in this way.

## (7) How to cancel

You may have a statutory right to cancel a policy within a short period. Please refer to your policy summary or document for details. If you cancel, within the statutory cancellation period (where this applies) you will receive a pro-rata refund of premium from the insurer, although we may keep an amount that reflects our administrative costs of arranging and cancelling the insurance. Insurers are also entitled to make an administrative charge.

If you wish to cancel outside this period you may not receive a prorate refund of premium. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

## (8) How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the relevant claims department as soon as possible using the contact details provided. If in doubt about whom you should contact, please contact us using the contact details below.

### (9) Block Transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. On occasions it will be necessary for us to transfer blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

## (10) Fees and charges

An administration fee of £2.50 will be applied to cover the costs of website administration.

#### (11) Compensation arrangements \*

Direct Insurance Group PLC is covered by the Financial Services Compensation Scheme

(FSCS). You may be entitled to compensation from the scheme if we cannot meet obligations to you. This depends on the type of business and the circumstances of the claim. Non-compulsory 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, without any upper limit.

#### (12) Commission

Our income for business placed is normally in the form of commission paid by insurers, some of whom may, in addition, pay a profit or performance related bonus periodically. That said, your interests are always foremost when we arrange covers on your behalf and we are happy to disclose our remuneration to you upon request: in accordance with our Treating Customers Fairly and Managing Conflict of Interests policies.

# (13) Complaints \*

It is our intention to provide a high level of service at all times.

However if you have reason to make a complaint about our service you should contact The Principal at the address below. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. If you do decide to refer any matter to the Financial Ombudsman Service, your legal rights will not be affected.

# Our address is:-

Direct Insurance Group PLC, 129 high Street, Billericay, CM12 9AH, United Kingdom **Tel:** 01277 844 360

**Note:** You can check these details on the FCA Register by visiting their website via <a href="http://www.fsa.gov.uk/register/firmSearchForm.do">http://www.fsa.gov.uk/register/firmSearchForm.do</a> or by contacting them on 0800 111 6768. Direct Insurance Group PLC's FCA reference number is 306080.

Further information about the Ombudsman is available at <a href="www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a> and on 0800 023 567. Also, more information about Compensation Scheme arrangements is available from the FSCS at <a href="www.fscs.org.uk">www.fscs.org.uk</a> and on 020 7892 7300