

The Trust Insurance Group Ltd

Terms of Business

Important Notice to CUSTOMERS of The Trust Insurance Group as Agents Explaining our TERMS OF BUSINESS and for General Insurance Mediation Business

The Trust Insurance Group Ltd is an independently owned member of The Trust Group of Companies. We are pleased to advise on and handle your general insurance requirements (as detailed in separate correspondence where applicable). Our contact details can be found on the accompanying letterhead.

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 'Use of Personal Data' and specifically the paragraph explaining how 'sensitive personal data' will be used.

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 ask your usual contact.

- 1. Regulation.** We are registered with and regulated by the Jersey Financial Services Commission under the Financial Service (Jersey) Law 1998. Our regulatory license reference is GIMB0055. We are also authorised and regulated by the Financial Services Authority in accordance with the Financial Services and Markets Act 2000 – our details can be checked at <http://fsa.gov.uk/register> or by contacting the FSA on 0845 6060 1234. Our registration number is 309261.
- 2. Our Services to you.** We act as an Independent Intermediary (Broker) on your behalf. We offer a wide range of insurance products and our service includes; advising you on your insurance needs; arranging your insurance cover with Insurers to meet your requirements and helping you with any subsequent event or alteration to your insurance that we have placed on your behalf. We place insurance with a number of Insurers and we will advise you should we have any special arrangements with them or should you have to deal directly with the insurer for ongoing policy administration. We may issue policies and handle claims on behalf of some Insurers, however any conflicts arising from this practice will be strictly managed to ensure the fair treatment of our clients..
- 3. Confidentiality.** Unless required by law, public interest, or you give your consent all information you supply will be kept confidential to us and parties involved in the normal course of arranging and administering your insurance, such as claims and legal helplines. We may use information we hold about you to provide information to you of other products and services that we believe may be appropriate to you. We may pass information about you, which may include details of your payment record with us, to credit reference agencies for the purpose of arranging payments by installments. Please note that in accepting these Terms of Business you specifically agree to information about you being used/ disclosed in this way. Under the Data Protection (Jersey) Law 2005 you have the right to copies of records of personal information about you that we hold. Should you have any queries please write to us at your normal contact address.
- 4. Disclosure of Information.** It is important that you understand it is your responsibility to provide accurate information to Insurers and us when you take out an insurance policy, throughout the life of that policy and when you renew the policy. Your attention is particularly drawn to the importance of the declaration and signature on any Insurers' Proposal Forms and/or Statements of Facts provided, as any failure to disclose facts material to the insurance or any inaccuracies in your answers may invalidate your insurance cover in part or in whole and claims may not be paid. Facts material to the insurance are matters or information which may influence your Insurer as to the acceptability or otherwise of your Proposal or Renewal and must be disclosed at the earliest opportunity. You are responsible for checking the accuracy of information provided. You are advised to keep copies of documentation sent to or received from us, for your own protection. Please do consult us if you are in doubt on any aspect.
- 5. Awareness of Policy Terms.** When a Policy is issued you are strongly advised to read it carefully, as it is that document, the schedule, and any certificate of insurance that is the basis of the insurance contract. If you are in doubt over any of the policy terms or conditions, please seek our advice promptly. You are advised to retain Employers' Liability Certificates as proof of insurance for at least 40 years.
- 6. Cooling Off Period.** Not all insurers provide this. Although where possible we try to ensure that a 14 day cooling off period is provided, this may not apply in each instance. If you are concerned about this then please contact us.
- 7. Charges.** We normally receive a commission for arranging your insurances. This amount varies from Insurer to Insurer. We normally make charges in addition to any insurance premiums, for the arranging, amending, renewing, cancellation and administration of any policy of insurance. These charges are detailed in the tariff of charges which will always be advised to you before: i) you purchase the insurance; or ii) they are incurred. A copy of the tariff of charges is also available at any time from our website address www.thetrustgroup.co.uk

8. **Payment of premiums/ continuation of policy cover.** We are obliged to pay premiums to Insurance Companies within defined timescales. Accordingly, we request premium payment prior to arranging cover. For any alteration to policies, the resulting premium adjustment must be paid within 14 days of invoice. There are various methods of payment plans available and we can provide details on request.
Failure to pay the premium or submit the payment plan forms will prejudice your insurance arrangements and may result in your policies being voided from inception by either us or the Insurer advising you in writing to your last recorded address. If we have to take this action we will charge a fee commensurate with the services provided to you, which will be advised at that time. Please help us to maintain your insurance arrangements by prompt settlement of invoices.
9. **Claims.** If you have occasion to claim on your policy you must notify us immediately and we will promptly advise you and, if appropriate, issue you with a claim form and pass all details to your Insurer. Some Insurers offer a direct helpline and claims reporting line, details of which will be provided with the policy document.
You should not admit liability nor agree to any course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your Insurer. We will assist you in resolving your claim.
10. **Customer Protection Information.** It is always our intention to provide a first class service. However, should you have any cause for complaint you should in the first instance contact the Branch Manager of your servicing branch. When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. Your Insurer should also operate a complaint procedure, details of which should be in your Policy.
If we cannot satisfy your complaint you are entitled to refer it to the Jersey Financial Services Commission.
11. **Documents.** With your consent we reserve the right to retain certificates or other policy documents at this office until all payments due under the policy have been made. Any agreed facilities for payment of premiums by installments through us will be the subject of a written agreement, which will include authority to retain certificates of insurance or other policy documents until all payments have been received. By accepting this agreement, you agree that delivery of any certificates of insurance to us shall constitute delivery to yourself in accordance with applicable legislation. Should we withhold any documents we will ensure you receive full details of your insurance cover.
12. **Use of Personal data.** We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection (Jersey) Law 2005. In administering your insurances it will be necessary for us to pass such information to Insurers and other product or service providers which may also provide us with business and compliance support. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent. Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances. Subject to certain exceptions, you are entitled to copies of your personal and sensitive personal data held by us, provision of which will incur a fee of £10 payable in advance. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to The Trust Insurance Group, 5/6 Peter Street, St Helier, Jersey JE2 4SP.
Note: Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims. Motor insurance details are added to the Motor Insurance Database run by the Motor Insurers' Information Centre which has been formed to help identify uninsured drivers and may be searched by the Police to help confirm who is insured to drive. In the event of an accident the database may be used by insurers and the Motor Insurers Bureau to identify relevant policy information.
13. **Quotations.** Unless otherwise agreed any quotation given will remain valid for a period of fourteen (14) days from the date of issue of the quotation.
14. **Note.** Your acceptance of these Terms of Business does not affect your normal legal rights.
- Jurisdiction and Governing Law – the Royal Court of Jersey shall have non-exclusive jurisdiction to settle any disputes which may arise between us and these terms shall be governed by and construed in accordance with Jersey law.
 - Force Majeur – We shall not be liable for any delays or failures to perform due to causes beyond our control.