Terms and Conditions of Business

These Terms and Conditions set out the terms on which SportsCover Direct Ltd, trading as SportsCover Direct and Protectivity, agrees to act. It sets out our regulatory and statutory obligations and identifies the responsibilities of the policy holder both to us and to our insurers.

We aim to present this information in a clear and fair way. Please contact us immediately if there is anything in these Terms and Conditions of Business that you disagree with or do not understand.

Definitions

“We”, “us” or “our” means SportsCover Direct Limited trading as SportsCover Direct and Protectivity, of Belmont House, High Street, Lane End, Bucks, HP14 3ER, Tel. 01494 484800, email contact@sportscoverdirect.com or enquiries@protectivity.com

“You” and “your” means the entity (ie individual, business etc) who is the policyholder or potential policyholder.

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1. About Us

SportsCover Direct and Protectivity are both trading and brand names of SportsCover Direct Ltd. Our policies are underwritten by various insurers, we act for the insurers under the terms of a Binding Authority or other legal agreement. While we are an intermediary acting on your behalf, our advice is only based on knowledge of our own policies. As part of our service we may ask questions to narrow down the selection of products on which we will provide details. We are responsible for issuing your policy on behalf of the insurers and advising on policy coverage and its suitability for your needs. We also assist you with policy amendments, upgrades or queries throughout your cover period. We do not handle claims (see section 16).

2. Consumer Protection

We are authorised and regulated by the Financial Conduct Authority (FCA) – the independent watchdog set up to regulate firms that undertake financial services in the UK. Our FCA Firm Registration Number is 309959. You can check our permissions for regulated activity online using the Financial Services Register (www.fca.co.uk) or by contacting the Financial Conduct Authority Helpline on 0800 111 6768.

3. Confidentiality and Data Protection

We treat all information that we hold about you as private and will not share with other parties without your express agreement – except for any information which we may have to disclose to the FCA as a condition of our membership or to insurers, claims handlers and other third parties in connection with the arranging, placing and administering of your policy. This may include passing on information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us.

Under the Data Protection legislation, you have the right to see personal information about you that we hold in our records. We won’t make your details available to other parties for marketing purposes, but we may contact you ourselves to keep you informed of our latest specialist sports, activity, adventure travel and business insurance products, services and news. If you do not wish to receive this information from us, please contact us.

In the interests of security and to improve our service, telephone calls may be recorded.

To comply with data protection legislation it is our procedure to deal only with the person(s) 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. Please see our privacy policy for further information on how we protect your data.
4. Your duty of disclosure

As a Retail Customer

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. Any change to your circumstance which changes you are answers should be reported to us immediately.

As a Commercial Customer

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that You must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put us on notice that we need to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances. Any change to your circumstance which change your answers should be reported to us immediately.

We cannot over-emphasise the importance of your activity or business being correctly described whenever this is requested or stated in documentation. You will appreciate that the policy will only provide indemnity for loss, damage or liability arising out of the business or activity as described. If the activity or business description appearing in the documentation is inaccurate or your activities have changed, you must let us know immediately otherwise your cover may be prejudiced if you make a claim.

5. Purchases made on behalf of a third party

If you are purchasing an insurance policy on behalf of another person or a group or team (“ultimate insured”), it is your responsibility to ensure that the duty of disclosure (set out in point 4) are met for each of the ultimate insured. It is also your obligation to ensure that each ultimate insured 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 by or on behalf of a ultimate insured.
6. Residency Warranty

You and anyone else on whose behalf you purchase insurance from us must be a resident of the United Kingdom or at a valid BFPO address. If you are buying a travel or a sports personal accident policy, you and anyone else on whose behalf you purchase insurance from us may also be a resident of the Republic of Ireland. Any variation from this must be agreed by us in writing before travel.

7. Terms of Payment

In the absence of any alternative terms which we agree with you in writing (such as payment by instalments which we can arrange for you – see section 9) our payment terms are as follows:

- new policies – full payment of premium and fees on or before the inception date of the policy;
- mid-term adjustments to existing policies – full payment of any additional premium and fees on or before the effective date of the change;
- renewals – full payment of premium and fees prior to the renewal date.

We normally accept payment by bank transfer, cheque, debit or credit card or monthly instalment (full details available on request). It is imperative that you comply with all payment terms and due dates set out in this paragraph or any such other terms and dates which we agree can be substituted for any of them. In the event that you fail to pay any premium or other fees due within the payment terms a late payment fee may be charged and you will be liable for any extra costs incurred to recover the outstanding monies owed. We may cancel your policy from the inception or renewal date and any claims submitted may be rejected.

8. Our right to set off monies you owe us

We shall be entitled (but not obliged) without notice to you to set off any amounts due to us from you against any amounts which we may receive on your behalf (such as claims monies, refunded premiums and other sums).

During the course of our appointment we may hold certain monies on your behalf. This may include premiums to be paid to insurers, commissions derived from your insurance, claims monies and other sums. Interest and investment returns are derived from such sums whilst temporarily held on your or your insurer’s behalf will belong to and be retained by us in addition to any other remuneration which we may earn in connection with the services which you have asked us to perform.
9. Limitation / Exclusion of Liability

Your attention is specifically drawn to this clause which limits or excludes our liability to you.

In the event of a breach of these terms and in the event of any misrepresentation, statement or act or omissions including negligence arising under or in connection with all contracts made between us then the following provisions set our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence, or for loss caused by our fraud, wilful misrepresentation or breach of regulatory obligations owed to you.

If you are categorised by the FCA as a Consumer (broadly, an individual acting for purposes outside your trade, business or profession), we will not be liable to you for any losses that you or anyone else may suffer that are not directly associated with our negligence or failure to provide our services to you in accordance with our agreement. Our total liability to you for any reason whatsoever in connection with the performance or contemplated performance of our services to you shall be limited to £3,000,000 (three million pounds).

If you are not categorised as a “Consumer”, then we shall not be liable to you for any economic loss, loss of profit or loss of business or any other or indirect consequential loss, whether directly or indirectly occurring and which arises out of or in connection with these Terms. Our total liability in relation to that claim shall be limited to £1 million (one million pounds).

You are welcome to contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above. Please note however that an additional charge and other terms may apply should we agree to amend this clause.

10. Fees and Charges

We charge fees to cover the costs of setting up, servicing, re-instating and cancelling policies. All fees are retained by us and are not payable to the insurer. Our fees will always be presented in a clear and transparent manner and are displayed before purchase and within your insurance confirmation.

Schedule of Fees

<table>
<thead>
<tr>
<th>NAME</th>
<th>AMOUNT</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plastic Card fee (travel)</td>
<td>UK £3.50 each card and 50p per</td>
<td>This fee covers the cost in arranging and issuing a travel</td>
</tr>
<tr>
<td></td>
<td>additional card</td>
<td>insurance card</td>
</tr>
<tr>
<td>Policy Issuance fee</td>
<td>£6.50</td>
<td>Charged to cover the costs associated with issuing the policy.</td>
</tr>
<tr>
<td>Policy amendment/reinstatement</td>
<td>£5.00</td>
<td>This fee covers the cost of servicing your policy when changes need to</td>
</tr>
<tr>
<td>fee</td>
<td></td>
<td>be made.</td>
</tr>
<tr>
<td>Instalment fee</td>
<td>Variable</td>
<td>Instalment fees vary and are shown prior to purchase and</td>
</tr>
</tbody>
</table>
11. Instalments

If you pay for a Policy by instalments, you are agreeing to pay the Premium in full. When paying by instalments you are effectively being lent the money to pay for the policy. If you fail to pay an instalment at the agreed time, then the remaining premium becomes due in full – unless you contact us and we agree otherwise.

We provide Broker Instalments (instalments with no associated fees or charges) and also act as a Credit Broker using either our own facility or that of a third party. You will be told in what capacity we are acting when your instalments are arranged.

If you are paying by instalments and your policy is cancelled, you may be asked to pay more if you wish to maintain cover up to the date on which you are cancelling. If you fail to pay, or you default on a payment the cancellation date may be moved back, based on a pro-rata calculation, to a point where the outstanding payments and administration fee is recoverable.

If you make a claim, or have a claim made against the policy, any outstanding premium will become immediately due. If you are unable to pay the outstanding premium we may refuse your claim or reduce our contribution towards the claim.

12. Cancellation and Cooling Off Period

(a) Your Right to Cancel during the Cooling-Off Period

(i) Applicable to policies of thirty-one (31) days or More

You are entitled to cancel this policy by notifying us within fourteen (14) days of either:

1. the date you receive the policy details; or

2. the date you make a payment for this policy;

whichever is the later.

A full refund of any premium paid will be made unless you:
1. have made a Claim or are aware of any circumstances that may lead to a Claim being made against you;
2. are cancelling after the commencement of a journey, event or class for which the cover under this policy is provided;
in which case the full annual Premium is due. Where you pay the premium by instalments, we may deduct any outstanding amounts from any claim we agree to pay.

(ii) Applicable to policies of thirty (30) days or less
There is no entitlement to cancel this policy for a full refund because all periods of cover will have ended within a period of thirty (30) days from the date of commencement.

(b) Your right to cancel after the Cooling-Off Period
You are entitled to cancel this policy by notifying us in writing, by email or by telephone. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force unless you have made a claim or had a claim made against you, in which case the full premium is due to us. You will be charged a Cancellation fee as stated in the Schedule of Fees by us in the event you cancel the policy. Where you pay the premium by instalments, we may deduct any outstanding premium amounts from any claim we agree to pay or we will require you to pay the outstanding premium in full. The resultant exact termination date for the cover will be stated in the Cancellation Schedule. We will not provide a refund where the return premium is less than £2.00.

(c) Our right to cancel
We are entitled to cancel this policy, if there is a valid reason to do so, including for example:
(i) Any failure by you to pay the premium; or
(ii) a change in risk which means we can no longer provide you with insurance cover; or
(iii) non-cooperation or failure to supply any information or documentation we request, such as details of a claim;
by giving you fourteen (14) days’ notice in writing. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force unless you have made a claim in which case the full annual premium is due.

Where you pay the premium by instalment, and an instalment remains unpaid after we attempt to make contact with you for a period of fourteen (14) days you will be charged the Failed Payment Communication Fee stated in the Schedule of Fees by us. After fourteen (14) days, we may cancel this Policy and backdate the cover in respect of the premium paid including a deduction from the premium paid of the Forced Cancellation Fee stated in the Schedule of Fees charged by us. If your initial instalment has not been paid, this Policy will be considered cancelled from the start of your Period of Insurance and we will not pay any claims under this Policy.
13. Policy Documents

We will send your policy information to you in a timely manner, normally within 3 days of contract purchase but usually immediately after payment. Your policy documentation will confirm the basis of cover, give details about us, be accompanied by a policy summary and status disclosure.

Checking your policy documents: When you receive your documents, please ensure that you read your policy documents carefully. In particular you should check the start and end dates of the cover, the name of the insured on the policy, ensure the information on the insurance certificate/schedule is correct and review the policy wording. Please contact us if you have any questions about any aspect of 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 haven’t received a copy of the full policy terms and conditions before you book your insurance, a copy will be provided with your insurance schedule.

14. Policy Excesses

Under most sections of the specialist insurance cover we provide, claims will be subject to an excess. This means that you will be responsible for paying part of the claim. The amount you have to pay is the excess. For details on your policy excess, please refer to your insurance certificate/schedule.

15. Policy Renewal

If you are an annual policyholder, we will send renewal terms to you no less than 28 days before the expiry of your policy, or notify you that the renewal is not being invited. For policies taken out online or where you have provided an email address, your renewal terms will be sent to the email address provided. If we have no email address on record, the renewal notification will be sent by post.

16. Automatic Renewal

Some insurance products we sell will be renewed automatically against the payment details you have provided until either you or we cancel the policy, or you opt out of Auto Renewal. We will always notify you as to whether, or not, we intend to renew your cover automatically. For policies taken out online or where you have provided an email address, your renewal terms will be sent to the email address provided. If we have no email address on record, the renewal notification will be sent by post.

If the original payment was not made by the policyholder but a third party, it is the responsibility of the policyholder to contact the third party to advise that a payment will be taken, or the policyholder to provide alternative payment details prior to renewal.

If You do not wish to renew your policy, you must:
Notify us at any time up to 5 days before your renewal date, by either posted letter or by email to prevent automatic collection of your insurance premium.

Notify us at any time up to the renewal date or within 14 days of the policy renewing, by either posted letter or by email in which case any collected premium will be refunded in full.

17. Claims

Your insurance policy includes a claims procedure, which tells you what steps you should take if you wish to make a claim. You must notify us of a claim (or circumstance which may give rise to a claim) as soon as possible. We will then help in any way we can to assist you in submitting a claim and seeking reimbursement.

It is important you notify us promptly after discovery of all incidents or allegations that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any failure to do so may result in the insurer refusing to accept the claim.

18. Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if, for some reason, we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full details and further information about the scheme are available from the FSCS.

19. Complaints

We are dedicated to providing you with a high-quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first-class service and wish to complain you can do so by following our complaints procedure. For further details on how to make a complaint please visit the complaints page on our website.

20. Remuneration

Our remuneration may be a commission, fee or a combination of the two. Your insurance schedule will contain a number of separate charges that make up the total cost of your insurance. Any fees we charge are to cover our expenses in arranging and administering your insurance policy. Fees will vary depending upon the policy type purchased and will be disclosed to you on your insurance schedule.

The total cost of your insurance includes the insurance premium net of insurance premium tax (IPT) which is shown separately. The insurer of your policy may pay us with commission which is a percentage of the insurance premium paid by you. Midterm changes including
cancellations may attract an administration fee. A schedule of fees can be found in section 8 of this document.

In addition to commission paid to us by insurers we may earn a “profit-share” from insurers for efficiently managing business transacted with them. These payments may be calculated by reference to various criteria such as overall annual profitability of the insurance business transacted, taking into account the total amount of claims arising under policies we place with them. “Profit-share” payments are not directly referable to individual policies and consequently it is not possible to calculate such payments on an individual policy basis, meaning that we are unable to disclose to you how much your policy contributed to any “profit-share” payment we might receive. Ordinarily, and if such a “profit-share” payment is received (which is not guaranteed) it represents a small proportion of the normal commission we receive and will be retained by us.

For each insurance contract, including any subsequent renewal, you have a right to request information regarding any remuneration that we may have received as a result of placing your insurance business.

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21. 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 non-exclusive jurisdiction of the English courts.