

## 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. 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.

**Our status** 'Insure our Event' is a trading style of JSV Events Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA). We are authorised to advise on, arrange and administer contracts of insurance. You may check the scope of our permissions on the Financial Services Register by visiting, <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768. Our Firm Reference Number is: 781604. Our registered office address is: Romero House, 8 Airport West, Lancaster Way, Yeadon, Leeds LS19 7ZA, registered number: 10712264.

**Ownership** JSV Events Ltd has no direct, or indirect, holding in any Insurer and no Insurer has any direct or indirect holding in JSV Events Ltd. JSV Events Ltd is 100% owned by working Directors.

**Level of Service and Products Offered** We offer insurances sourced from a limited range of insurers designed specifically for one-off, occasional and multiple events where special trade considerations and/or special circumstances apply. We will not offer any advice or make a personal recommendation in respect of this service. We will provide information about the most competitive products available in order for you to make an informed decision about whether or not to proceed with purchase of a policy.

**Your status** You are a Consumer Customer transacting insurance with us wholly or predominantly for non-business purposes. If for any reason you do not believe this to be the case, please advise us accordingly and we will, if appropriate, amend the terms on which we do business with you.

### **Important – Duty of disclosure for consumer insurance customer**

You are responsible for providing the complete and accurate information that insurers require in connection with any proposal for insurance cover.

Under Section 2 (2) of the Consumer Insurance (Disclosure and Representations) Act 2012 (CIRDA 2012) you have a statutory duty to 'take reasonable care not to make a misrepresentation to the insurer'.

Under Section 2 (3) of CIRDA 2012 a failure by you 'to comply with an insurer's request to confirm or amend particulars previously given is capable of being a misrepresentation for the purposes of this Act'.

This is particularly important before taking out a policy and at renewal, but it also applies throughout the life of a 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 allow the insurer to void the policy and means that claims may not be paid. The insurer may also be entitled to retain the premium monies 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.

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.**

Please answer all questions on the proposal form or statement of fact fully and avoid references to any other document.

**Payment for our services** We normally receive commission from insurers or product providers; we may also charge you a fee for handling your insurances. You will receive a quotation that will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

**Handling client money** Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. If Risk Transfer does not apply, such monies will be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust Account follows the rules to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally.

A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us.

**Cancellation of insurances** You should make any request for the cancellation of a policy in writing. In the event of cancellation, charges for our services will apply (see Payment for Services above). The terms of your policy may allow insurers to retain the

premium in full or to charge short-period premiums in the event of cancellation before the policy expires. Commission and fees are earned are non-refundable. This entitles JSV Events Ltd to retain all commissions or fees in relation to policies placed through us even if the policy is cancelled or transferred during the period of cover. We also draw your attention to the section headed 'Ending your relationship with us'.

**Complaints and compensation** We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact the Complaints Director at the address shown above, telephone 0844 488 9207. When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further information about the service can be obtained from the FOS on 0800 023 4567 or [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or [www.fscs.org.uk](http://www.fscs.org.uk).

**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 previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

**Privacy and Data Protection** This section provides you with information concerning our policies and practices for the collection and use of personal data. If you have any queries regarding this statement, please do not hesitate to contact us. Our contact details are provided below.

**What data we collect & what do we do with it** In order to provide insurance advisory and credit broking services we will obtain personal information from you concerning your finances, circumstances, objectives and other relevant details. We will collect, store and process this information.

**Legal basis** We collect, control and process your personal information because this is necessary to provide you with information, answer any queries you may have and for the provision of our services to you and to comply with our regulatory obligations in respect of the provision of these services Contractual necessity is therefore the lawful basis for collecting, controlling and processing your personal details and those of your employees and service providers other than sensitive personal data for which we require individual consent. We do not normally request or process any sensitive personal data.

*Sensitive personal data:*

- *Racial or ethnic origin*
- *Political opinions*
- *Religious or philosophical beliefs*
- *Trade union membership*
- *Genetic data*
- *Biometric data*
- *Data concerning health*
- *Data concerning sex life or sexual orientation*

We would discuss with you the need for the provision of sensitive data before you provide this information. The subsequent provision of sensitive personal data will be taken as consent to this processing. It is entirely up to you as to whether or not you choose to provide us with any personal information. If you choose not to, we simply may not be able to assist you.

**Sharing your data** In the course of our work with you we will share your personal data with product and service providers; we may also share you data with compliance monitoring & support organisations and regulatory bodies who are also 'Data Controllers' and registered with a supervisory authority in the EU unless otherwise indicated.

We also use external data processors that will hold information for the following purposes:

- Secure file sharing
- Data backup
- Communications
- Claims Management
- Marketing
- Record keeping
- Regulatory compliance
- Credit broking

Further details on the external Data Processors we use may found on our website <https://www.insure-our-event.co.uk/privacy-policy/> Otherwise we will not share your personal information with other companies without your express authority except if the firm is sold or where we are required to do so by law.

**Cross border transfer** All our data processing takes place within EU jurisdiction. Should any processor hold any data on our behalf outside of the EU we will take steps to ensure that it is held in a satisfactory jurisdiction. In the case of the US we will ensure that the EU-US Privacy Shield applies.

**Marketing** The information we collect about you is used solely for the purposes for which it was provided. Where we have collected information from you for marketing purposes we will inform you and specifically gain your consent. If you wish withdraw any consent previously provided in respect of marketing, our contact details are below.

**Retention** We will keep your personal data throughout our business relationship. At the end of any contractual relationship we are required to continue to hold personal data under current legislation for varying periods and in some circumstances indefinitely. We may also consider it necessary to keep data beyond these timescales in order to defend any future legal action. Where we no longer need regular access to your data we will transfer your data to a secure archive in order to avoid any unnecessary processing.

**Your rights** Under data protection law you have the right to ask us for a copy of the information we hold about you, and to have any inaccuracies corrected or removed. You may also ask us to delete or cease processing all personal data held by us or any processor with whom we have shared your data. We may not always be able to comply with a request for deletion, but you can ask us to cease processing your data.

In addition you have the right to be informed about the data we collect, where it is located and with whom it is shared and the processing we undertake and to question any automated decision making processes. To do this, or if you require more information please contact us, our contact details are below.

**Complaints** The UK Information Commissioner's Office ([ICO](https://ico.org.uk/)) is our supervising authority where you can refer any complaints about data protection. You can contact the ICO at <https://ico.org.uk/> or by telephone on 0303 123 1113

**Contact** For any queries about data protection please contact:

Contact email [dataprotection@insure-our-event.co.uk](mailto:dataprotection@insure-our-event.co.uk)

Web [www.insure-our-event.co.uk/](http://www.insure-our-event.co.uk/)

Address Romero House 8 Airport West Leeds LS19 7ZA

Telephone 01132818110

**Conflict of interests** If a situation arises where we, or one of our associated companies clients or product providers, may have a potential conflict of interest with business being transacted for you and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

**HM Treasury Sanctions List Checks** UK law requires us to check whether or not our customers appear on the Consolidated List of Sanctions Targets maintained by HM Treasury. Checks will be performed on the commencement of our business relationship with you and periodically whilst this relationship continues.

**Claims handling arrangements** You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances, which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

**Governing Law** In respect of Policies issued in England and Wales, these Terms and Conditions of Trading will be governed by, and construed in accordance with, the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales. In respect of policies issued in Scotland, these Terms and Conditions of Trading will be governed by, and construed in accordance with the Laws of Scotland and the parties submit to the exclusive jurisdiction of the courts of Scotland.

**Limit of Liability** Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £1,200,000 per claim. In respect of any other claim arising out of our performance or non-performance of the services hereunder our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 month prior to such claim arising.

We shall not be liable to you for any pure economic loss whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (such as that listed above and howsoever caused) which arise out of or in connection with our services or this agreement. Nothing in this paragraph excludes or limits our liability for death or personal injury caused by our negligence, or for loss caused by or fraud, wilful misrepresentation or breach of regulatory obligations owed to you. 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

**Solvency of Insurers** We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent depending upon eligibility under the FSCS compensation scheme