

Terms of Business



This Terms of Business agreement sets out the terms on which The Golfers Club (UK) Ltd agrees to act. It also identifies your own responsibilities both to us and to insurers and it sets out our regulatory and statutory obligations.

Please contact us immediately if there is anything in these Terms of Business that you disagree with or do not understand.

DEFINITIONS

"We", "us" or "our" means The Golfers Club UK Ltd. "You" and "your" means the individual person who is a member or potential member.

ABOUT US

The Golfers Club UK Ltd (TGC) of The Royals, Altrincham Road, Manchester, M22 4BJ is authorised and regulated by the Financial Conduct Authority for Insurance Mediation Only. Our FCA Registration Number is 313410. We are permitted to deal as an agent of insurers and clients with respect to non-investment insurance policies. You can check these details online using the Financial Services Register (accessible from www.fca.org.uk), or by contacting the Financial Conduct Authority Helpline on **+44 (0) 800 111 6768**. You will not receive advice or a recommendation from us as part of our service however we may ask some questions to narrow down the selection of products on which we will provide details. You will need to make your own choice about how to proceed. By asking us to quote for and arrange insurance, you are providing your informed agreement to these Terms of Business.

YOUR DUTY OF DISCLOSURE

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.

PURCHASES MADE ON BEHALF OF A THIRD PARTY

If you are purchasing a membership on behalf of another person or a group or team, it is your responsibility to ensure that the duty of disclosure is met for each of the persons for whom cover is being purchased. It is also your obligation to ensure that each person 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 of a third party insured. If payment information provided relate to those of the third party and not of the policyholder, the policy will automatically renew against the third party's payment details unless the policyholder provides alternative payment information.

DEALING WITH OTHER PEOPLE

To comply with data protection legislation, the request of many of our policyholders and to make the managing of your policy more convenient, it is our procedure to deal only with the person 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.

RESIDENCY LIMITATION

You and anyone on whose behalf you purchase our insurance must be a resident of the United Kingdom.

INSURANCE POLICY DOCUMENTS

Insurance policy information will be issued in a timely manner. Your policy documentation will confirm the basis of cover, give details of the insurer, be accompanied by an Insurance Booklet which includes a policy summary. Demands and Needs statement and Keyfacts illustration. We reserve the right to hold back schedules and certificates until all payments due have been made.

IMPORTANT

If you have provided an email address on application, your insurance policy documents will be sent to you via email within 24 hours of the policy being created or renewed. If the email has not been received or cannot be located within your spam folder after this time period, it is your responsibility to contact us immediately for this to be resent.

If no email address has been provided on application or you have specifically requested for insurance policy documents to be sent via the post, these should be received within 14 days from when the policy was created or renewed. It is your responsibility to contact us immediately should insurance policy documents not be received so they can be reissued.

If you do not instruct us that you have not received your documents within 14 days of policy creation or renewal, then we will assume that all documents have been received within the timeframes stated and that you agree to the policy Terms and Conditions.

CHECKING YOUR INSURANCE POLICY DOCUMENTS

When you receive your documents, please ensure that you read your insurance policy carefully. In particular you should check the start (from) and end (to) dates, and that the cover chosen is adequate for your needs. Failure to comply with the Terms and Conditions of the policy may result in cover being restricted or possibly invalid. Please contact us if you have any questions with regard to 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 have not previously received a copy or read online the Insurance Booklet detailing the full policy Terms and Conditions before you take out your insurance, you will be provided a copy with your Insurance Schedule.

POLICY EXCESSES

Under some sections of the insurance, claims will be subject to an excess. This means that you will be responsible for paying part of the claim or a period of time is excluded. The amount you have to pay is the excess. Some business lines may however allow customers to purchase an excess waiver against specific sections of the policy.

MID-TERM ADJUSTMENTS

Where you request a mid-term adjustment which reduces the cover provided under the policy, no amount will be refunded. Where a request is made to increase the cover provided, any increase in premium must be paid in full at the time of the amendment to us.

MEMBERSHIP RENEWAL

Members will be provided with the renewal terms no less than 14 days before expiry of the membership, or notified that the renewal is not being invited.

Your membership will automatically renew until either you or we cancel it using the payment details provided. No monies will be taken without prior notification to the policyholder. If 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 before renewal.

If you do not wish to renew your membership, you must inform us at any time up to 5 days before your renewal date in writing, via a signed letter (post or fax), or send an email. For memberships 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 via post.

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PROMOTIONAL INTRODUCTORY OFFERS

Discounts or promotions may be offered from time to time and apply to first year customers only unless otherwise stated. They cannot be used in conjunction with any other offer. Trial offers are not available to previous and existing customers. Only one trial offer per individual and per household is permitted. Trial fees are non-refundable. No further payment will be taken without prior notification.

We reserve the right to amend, remove or suspend any non-insurance benefits without prior notice. These benefits are subject to applicable Terms and Conditions.

HOW TO CANCEL

If you are not entirely satisfied with your membership, you have 14 days from receipt of your documents to cancel your membership and a full refund will be made. You must send a signed letter of cancellation via post or fax, or send an email.

If you have received any gifts or vouchers with the membership, these must be returned with a signed letter of cancellation for a full refund to be completed. If printable vouchers have been provided, these must have not been redeemed.

This does not affect your statutory rights.

You may cancel after the 14 days have expired. You must send a signed letter of cancellation via post or fax, or send an email.

The duration of our memberships are fixed and premiums are paid on inception. Pro-rata refunds are not available should you wish to cancel during the term of the membership.

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

We will not make your details available to other parties for marketing purposes, but we and other companies also owned by Ripe Thinking Limited, may contact you to keep you informed of our and partners latest products and services. We use Industry standard encryption technologies when transferring and receiving customer data exchanged with our website.

HOW TO MAKE A CLAIM

Your Insurance Booklet includes a claims procedure, which tells you what steps you should take if you wish to make a claim. You must notify the Claims Department of a claim or circumstance which may give rise to a claim as soon as possible. You will be provided with every assistance in submitting a claim and seeking reimbursement.

PROTECTING YOUR MONEY

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurer in which case your policy is treated as being paid for.

PAYMENT

Premiums for membership are payable and due at the time of application. You may make payment by cheque or credit card (all major credit/debit cards except American Express are accepted), or Direct Debit. The purchase will not be concluded until payment has been received unless otherwise agreed. If a payment is to be collected by Direct Debit and we have been notified by your bank or building society of a failure to make payment to us, the membership including the insurance will be cancelled and you will be notified.

COMPLAINTS

If you have a complaint please address it to: Complaints Department, The Golfers Club UK Ltd, The Royals, Altrincham Road, Manchester M22 4BJ or email complaints@ripeinsurance.co.uk.

It may be that you have access to the Financial Ombudsman Service if you are still not satisfied with our response to your complaint. For further information on your eligibility please visit: www.financial-ombudsman.org.uk or contact us. All referrals to the Financial Ombudsman must take place within 6 months of the date of your last correspondence with The Golfers Club (UK) Ltd in relation to the complaint.

To refer a complaint to the Financial Ombudsman Service then either call **+44 (0) 300 123 9 123**.

or visit www.financialombudsman.org.uk/consumer/complaints.htm to download a complaints form.

COMPENSATION ARRANGEMENTS

We are covered by the Financial Services Compensation Scheme. If we are unable to meet our financial obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. For this type of insurance 90% of your claim is covered, without any upper limit. Further information about compensation scheme arrangements is available at www.fscs.org.uk, and on **+44 (0)20 7741 4100**, or **+44 (0)800 678 1100**.

MONEY LAUNDERING/PROCEEDS OF CRIME

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

ADEQUACY OF INSURANCE VALUES

It is the responsibility of the insured to ensure that all sums insured and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits we cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

CONFLICTS OF INTEREST

As an insurance intermediary we generally act as your agent in arranging your insurance. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

LAW AND JURISDICTION

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.