Terms and Conditions of Business

These Terms and Conditions set out the terms on which SportsCover Direct Ltd, trading as SportsCover Direct, Protectivity and Les Mills Insurance 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, Protectivity and Les Mills Insurance, of Dovetail House, Wycombe Road, Stokenchurch, Bucks HP14 3RQ, Tel. 01494 484800, email contact@sportscoverdirect.com or enquiries@protectivity.com or info@lesmillsinsurance.co.uk

"**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, Protectivity and Les Mills Insurance are 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 17).

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** circumstances which changes **your** 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.

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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 an 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. 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 11) **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, Direct Debit, 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 undertake.

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.

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10. Fees and Charges

We charge fees to cover the costs of setting up, servicing, reinstating 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

Name	Amount	Reason
Cover Card fee: (Sports Travel and Activity TopUp)	£2.50 for 1st card, 50p for each subsequent card (posted together)	This fee covers the cost in arranging and issuing a Sports Travel or Activity TopUp Insurance Cover Card.
Cover Card fee: (Shooting)	£2.50	This fee covers the cost in arranging and issuing a Shooting Insurance Cover Card.
Policy Issuance fee: (Not applicable to all policy types and excluding Beazley Event Insurance).	£7.50	Charged to cover the costs associated with issuing the policy.
Policy Issuance fee – for General Leisure Insurance	Up to £50	Charged to cover the costs associated with issuing the policy.
Policy Issuance fee – for Beazley Event Insurance	Up to £50	Charged to cover the costs associated with issuing the policy.
Policy amendment / reinstatement fee	£10.00	This fee covers the cost of servicing your policy when changes need to be made
Instalment fee	Variable	Instalment fees vary and are shown prior to purchase and within your insurance confirmation following purchase.
Failed Payment Letter fee	£3.50	Charged should we have to issue a notification letter about a failed instalment.
Cancellation fee	Lesser of £25.00 or 30% of the unused portion of the policy premium	This fee is charged if You cancel your policy after the Cooling Off Period (14 days), or during the Cooling Off period if the policy has been relied upon
Forced cancellation fee	Lesser of £30.00 or 30% of the unused portion of the policy premium	Charged should we be forced to cancel a policy as a result of non-payment of an instalment.
Minimum refund fee	Maximum £10	No refund will be issued where the refundable amount is less than £10, unless the policy is still within the Cooling Off period, and the insured has not relied on the cover.

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 instalments with no associated fees or charges (Broker Instalments), 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 termination point of **your** cover may be adjusted, based upon 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.

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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 y**ou** 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 unless otherwise agreed by **us** in writing. 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 £10.

(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 instalments, and an instalment remains unpaid after **we** have attempted 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.

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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.

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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

that you will have to pay is the excess. For details on **your** policy excess, please refer to **your** insurance certificate/schedule.

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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.

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16. Automatic Renewal

Some insurance products that **we** sell will be renewed automatically using 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 **You** pay for **Your Policy** by credit or debit card, SportsCover Direct will collect the renewal premium on or around 7 days prior to **Your** renewal date using the last card details **You** gave them. If for whatever reason SportsCover Direct are unable to collect the premium, they will contact **You** to seek an alternative payment method. Should SportsCover Direct be unable to make contact with **You** and obtain payment, then **Your Policy** shall cease from **Your** renewal date.

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 45 days of the policy renewing, by either posted letter or by email in which case any collected premium will be refunded in full.

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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 y**ou** are liable or not. Any failure to do so may result in in the insurer refusing to accept the claim.

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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.

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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.

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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 10 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 and Conditions 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.