

Terms of Business

You should carefully read these Terms that apply to our appointment by you and the services we will provide.

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.

About the firm

Somerset Bridge Insurance Services Limited trading as GoSkippy 4 Business, Lysander House, Catbrain Lane, Cribbs Causeway, BS10 7TQ
Telephone:0344 776 9391 Email: talk2us@goskippy4business.co.uk

Somerset Bridge Insurance Services Limited are a part of the Somerset Bridge Group. Somerset Bridge Group are wholly owned by Arch Re which forms part of Arch Capital Group Ltd.

Somerset Bridge Insurance Services Limited trading as GoSkippy 4 Business is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 477112. Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts, credit broking and supplementary debt-related administration in relation to insurance instalment facilities and the claims management activity of seeking out, referrals and identification of claims or potential claims. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by telephoning the FCA on 0800 111 6768.

Our Service

We act as an insurance intermediary offering an advised service. We will usually act on your behalf when arranging your insurances, when helping you make any changes to your policy and when you renew your insurance. We act as agents of the Insurer in collecting premiums and handling refunds due to our clients. Such monies are deemed to be held by the Insurer(s) with which your insurance is arranged.

We offer a wide range of insurance products and have access to leading insurers in the marketplace. The advice given by the firm is on a personal recommendation based on a fair and a personal analysis of the market, however for some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service. In circumstances which the firm does not give a personal recommendation on the basis of a fair and personal analysis, we will provide you with the name of the insurers which the firm may and does conduct business with. We will give you details of these arrangements before you make any commitment on any product we offer you. We will explain the main features of the products cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. We will make a recommendation for you after we have assessed your needs or advise you if we are unable to place your insurance.

Your responsibilities - Important Information (consumer customers only)

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to **take reasonable care** not to make a misrepresentation to an insurer. Under the act, a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession. A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Under the act, an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless, or careless. This could result in additional terms being applied, increased premiums or the policy being cancelled or made void and claim declined.

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 or mean that claims may not be paid.

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 in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations, please contact us immediately.

Your responsibilities - The Duty of Fair Presentation (non-consumer customers only)

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business. You must disclose every material circumstance which you know or ought to know, or failing that, disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith. If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases, this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium.

If in doubt about any point in relation to material circumstances and reasonable search, please contact us immediately.

Anti-Fraud Registers

We will pass details to relevant anti-fraud databases and registers including but not limited to; the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Motor Insurers' Bureau (MIB). We will also utilise these to check the information provided and prevent fraudulent claims. When dealing with your request for insurance these registers may be searched. If we identify a discrepancy on the registers which does not correspond to the information you have provided, we will apply the correct information. Where applicable, your insurer may charge an additional premium. We will also apply the charge(s) as set out in this document. Where, as a result of us applying the correct information, your insurer cancels cover, we will calculate any refund of premium in accordance with your policy wording and the charges set out in these terms of business. Under the conditions of your policy, you must inform us of any incident which may, or may not, give rise to a claim. When you inform us of an incident, we'll pass the information relating to it to the registers.

Policy Validation – Motor Products only

To provide you with competitive prices and to combat fraudulent applications and claims our insurer partners may require us to validate driving licences and proof of No Claims Discount on their behalf. Failure to provide us with this evidence, if requested to do so, within 21 days of the start date of your policy will result in your insurance policy being cancelled and charges applied. If requires these documents from you, we will write to you. If upon receipt, we identify a discrepancy which does not correspond to the information you provided, we will apply the correct information. Where applicable, an additional premium will be charged by your insurer. We will also apply the charge(s) as set out in this document. You can email your documents to validations@goskippy4business.com.

No Claims Discount

Please note that if you have taken out your policy on the basis of having earned a No Claims Discount (NCD) we require written proof within 21 days of the start date of your policy. We recommend that you scan your proof and email it to us at validations@goskippy4business.com. If you are sending proof of No Claims Discount by post we recommend that you send it by recorded delivery to ensure that we receive it in time and can track its progress. If upon receipt of proof of your No Claims Discount we identify a discrepancy which does not correspond to the information you provided we will apply the correct information. Where applicable an additional premium will be charged by your insurer. We will also apply the charge(s) as set out in this document. If you do not provide us with valid proof of your No Claims Discount within 21 days of the start date of your policy, then your policy may be cancelled, or you may be able to remove the discount and pay an additional premium. This will not be automatically processed on your policy and you must call Customer Service to make this change. We will also apply the charge(s) as set out in this document for making the change. Where, as a result of a reduction in No Claims Discount, your insurer decides to withdraw cover; we will calculate any refund of premium in accordance with your insurers policy wording and the fees and charges set out in this document.

Variations

No variations to these terms are held to be valid unless in writing and signed by an authorised officer of the company. The Company's staff are not authorised to agree any variation. We may vary the terms of this agreement on renewal of your insurance policy. We will notify you of any change to these terms in your renewal invite. This will be sent to you 21 days before the expiry date of your insurance policy so that you can make an informed decision about whether to renew your policy on the new terms.

Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against The Office of Financial Sanctions Implementation (OFSI) HM Treasury consolidated list of Financial Sanctions Targets in the UK as part of the information gathering process.

We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

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.

Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid.

You may also be in breach of legally required insurance cover.

Where we arrange premium finance, we act as a credit broker on your behalf. We do not act as the finance lender. A charge of £25 is payable for arranging premium finance on your behalf. Finance is provided by Close Brothers Premium Finance Ltd. (Close Brothers) and is authorised and regulated by the Financial Conduct Authority.

If you choose to pay for your insurance premium through premium finance, your details will be passed onto them. They will provide you with a breakdown of the costs of your monthly instalments and subsequently a document outlining key features of their credit agreement with you including any fees they apply and the cost of default charges. By paying with premium finance, you will incur additional charges and interest will be payable making the overall cost more expensive than paying annually.

It is important that you take time to read this document and must contact us if you do not receive this.

Should your application for credit with Close Brothers be declined, they will write to you confirming this and you will need to make alternative payment arrangements. As part of the application process, Close Brothers may carry out checks and searches which will appear on your credit file. Other lenders and businesses may use this information to assess future applications. Close Brothers reserves the right to refuse credit.

You will be responsible for paying any instalments as they fall due. If payment is not made, Close Brothers will charge a fee for each arrears notification they send you each time a Direct Debit is not set up, is cancelled or returned and on each occasion a cheque is returned. This may adversely affect your credit rating and obtaining credit in the future may be more difficult. You have 14 days to exercise your right to withdraw from the credit agreement with Close Brothers. This can be done by contacting them directly. The right to withdraw only applies to the credit agreement and not the insurance policy. If you want to cancel the credit agreement full payment for your insurance policy will be required. Failure to pay the instalments will result in us issuing a notice of cancellation. Your insurance cover will cease from the date advised in this letter. If we cancel your insurance for this reason, we will calculate any refund in accordance with charges set out in this document and those of your insurer.

Handling your 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. Where Risk Transfer does not apply such monies will then be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows FCA rules introduced 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. 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, we have to inform you that we may earn interest from money held in our Client Money Bank Account, which may exceed £20.00 for any one transaction that you make with us.

Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party, then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of arranging the cover, the cover provided and administration expenses.

To exercise your right to cancel a policy you can do so by writing to us or by telephone and your cancellation will take effect from the date of receipt. All policy add-ons will be cancelled if your main motor policy is cancelled.

If you wish to cancel your policy you can contact customer services on 0344 776 9391 or email us on talk2us@goskippy4business.com. Alternatively you can post your letter to GoSkippy 4 Business, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol, BS10 7TQ.

Where the amount that you owe exceeds the amount that you have paid us, you will be required to make payment for the outstanding amount within 14 days. Failure to do so may result in GoSkippy 4 Business taking steps to recover the debt.

Premiums & Refunds upon cancellation

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Your attention is specifically drawn to the following: Where you cancel your policy or where you request a mid-term adjustment which results in a refund of premium, ***we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled.*** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn and the fees we charge. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned. For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you.

Please note: We do not issue refunds of less than £5.00. Any refund due to you will be off-set against any balance that may still be outstanding on your instalment plan. In most cases, refunds will be credited back to the card used to make payment. However, we may issue refunds by cheque, made payable to the policyholder. If you have any concerns over either of these refund methods please contact us prior to making any

changes to your policy. Please note that the choice of whether to refund by card or cheque is for security reasons and remains at our discretion. Refunds made by payment card will appear in your account between 3-5 working days once processed depending on your banking provider. Please allow up to 28 days to receive your refund. We will not accept responsibility for cancellation of insurance by insurers due to late or non-payment of premium by customers. Bank details may be retained for the purposes of refunds that may be made by BACS.

You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of written termination.

Charges & Fees

In addition to the amount charged by insurers we also apply charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. These fees are non-refundable.

New Business Arrangement Fee	Variable*
Renewal Arrangement Fee	£40.00
Mid Term Adjustment Fee	£35.00
Finance Arrangement Fee	£25.00
Cancellation Prior to Inception	£35.00
Cancellation up to 14 days	£35.00
Cancellation after 14 days	£75.00

* New Business Arrangement Fees

Premiums under £99.99

- Where we arrange low or non-commission paying products, (up to 19% Commission) we will charge an arrangement fee not exceeding 30% of the premium and will advise you of the actual amount at the time of quotation or renewal.
- Where we arrange commission paying products (over 19.01%) we will charge an arrangement fee of £40.00 but this will not exceed 50% of the premium and will advise you of the actual amount at the time of quotation or renewal.

Premiums over £100.00

- Where we arrange low or non-commission paying products, (up to 19% Commission) we will charge an arrangement fee not exceeding 30% of the premium and will advise you of the actual amount at the time of quotation or renewal.
- Where we arrange commission paying products (over 19.01%) we will charge an arrangement fee of £40.00 and will advise you of the actual amount at the time of quotation or renewal.

Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product.

Remuneration

Somerset Bridge Insurance Services Ltd T/A GoSkippy 4 Business receive an income for financed policies which is a percentage of the overall interest charged for the finance. The percentage can vary and is dependent on the interest rate you are provided. Somerset Bridge Insurance Services Ltd T/A GoSkippy 4 Business also earn an income from additional products sold and added to existing financed policies. The overall cost of commission is transferred to those customers with financed policies.

You are entitled, at any time, to request further information regarding the amount of any commission which we may have received as a result of placing or renewing your insurance cover and arranging premium finance. We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer. We will receive additional remuneration from certain insurers for insurance policies we place with them, finance providers, claims management services and others. Please ask us should you require further information. Where you choose to pay your premium by instalments with Close Brothers, we receive a commission for introducing you to them.

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However, we recognise that things can go wrong occasionally and if this occurs, we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so:

- In writing to the Complaints Department, GoSkippy Insurance, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol, BS10 7TQ
- By telephone on 0344 776 9391
- By e-mail at quality@goskippy4business.com

We will acknowledge receipt of your complaint in writing promptly and provide you with a timescale for a full response. Full details of our complaints handling procedures are available on our website at [GoSkippy for Business Complaints – GoSkippy](#) or upon request.

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website www.financial-ombudsman.org.uk

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)

- Other small businesses (with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

Further details will be supplied at the time of responding to your complaint.

We are a firm that sell products online and are required to inform you of the availability of the online dispute resolution (ODR) platform to assist you if we are unable to resolve your complaint. This facility will direct you to the alternative disputes resolution (ADR) provider for the firm who in this case is the Financial Ombudsman Service (FOS) and you may therefore wish to contact them direct.

More details are available on <https://webgate.ec.europa.eu/odr>

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for
 - compulsory classes of insurance (such as Third Party Motor or Employers Liability); and
 - 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or www.fscs.org.uk.

Confidentiality and Data Protection

Somerset Bridge Insurance Services Ltd will hold and process your personal data as Data Controller to arrange or administer cover on your insurance policy pursuant to the General Data Protection Regulation 2016/679 and Data Protection Act 2018. Third parties such as insurance underwriters may also process your data to arrange or administer cover on your insurance policy. Some of the details you may be asked to give Somerset Bridge Insurance Services Ltd and/or third parties, such as information about medical conditions are defined by the General Data Protection Regulation as special category data. You may be asked to give criminal offence information.

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA, who work for us or for one of our suppliers.

Further information on our approach to privacy, your rights under data protection law (including your right to access your personal data) and how we use and share your data can be found at [GS4B-privacy-notice.pdf \(goskippy.com\)](#) If you have any queries in respect of confidentiality and data protection, please contact us using the details on the privacy statement.

Communications/Documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately. If documents are issued by electronic means or via an internet portal, paper documents are available free of charge on request.

General

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales or Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters. Agreement to our Terms of Business does not affect your statutory rights.