

# Buddy Diving Insurance

## Terms of Business

Please read the terms carefully, as they set out our commercial, statutory and regulatory obligations to you and also identify your own responsibilities both to us and to insurers. If there is anything in these terms which you do not understand or with which you disagree, please contact us immediately.

### **About our Company**

Buddy is a trading division of John Holmans & Sons Limited ("HOLMAN'S") which is authorised and regulated by the Financial Services Authority ("FSA") to arrange and administer insurance contracts. Our FSA Firm Reference Number is 116602 and our status can be verified by contacting the FSA on 0845 6061234 (Overseas: +44 20 7066 1000) or by visiting the FSA website at <http://www.fsa.gov.uk/register>. The Registered and Head Office of HOLMAN'S is as shown below and Buddy operates from 9 Grove Business Park, Atherstone on Stour, Stratford-upon-Avon, CV37 8DX.

The FSA is the independent watchdog that regulates financial services. It requires us to provide you with certain information contained within this document. Please use this information to decide if our services are right for you.

We are independent insurance intermediaries and, as such, no insurance company owns any of our shares.

### **Scope of Services**

We offer a number of insurance products for purchase via the Internet but each product is from a single insurer. The name and address of the Insurer is stated on our website and can be found in the Policy Summary information. You will not receive advice or a recommendation from us as we are acting as agent of the Insurer and, accordingly, are authorised to issue policy documentation on behalf of the Insurer.

Unless we tell you otherwise, there will be no fee payable to us in addition to the insurance premium. Usually we will work for commission allowed to us by insurers and we retain our commission from the respective premiums due to them. We may receive and retain commission from premium finance providers and additional remuneration from insurers based on administration services that we provide to them and/or the profitability of the business we introduce to them. Whilst we monitor the financial standing of insurers, using the services of specialist rating agencies, we do not guarantee the solvency of any insurer that we place business with.

During the course of our information gathering process we will ask some questions to narrow down the selection of products which we will provide details on. You will need to make your own choice about how to proceed based on the general product information provided on our website and the specific information provided in relation to your responses to the questions.

We will use our best endeavours to provide you with renewal terms, where appropriate, in writing in good time before the expiry of the insurances, or notify you that renewal is not being invited by your Insurer. Similarly, mid-term changes to your policy will, where possible, be provided to you in good time before they take effect.

### **Your part**

You should check the information provided in relation to the products to make sure the information we have recorded is accurate and that the cover we are offering meet your requirements. If you do not think the cover described in these documents fully meets your requirements, please inform us immediately. We will be happy to answer any questions you may have about your policy. You should be particularly attentive to anything described as a Warranty or a Subjectivity as any failure to comply with these may enable an insurer to avoid payment of claims or terminate the cover immediately or from the beginning of the policy period. We suggest that you keep policy documents for as long as a claim could possibly arise under it.

You must act with the utmost good faith towards us and insurers at all times. Before the contract is concluded, you must disclose to insurers, via us, any and all information which is known to you, or ought to be known by you, which in the ordinary course of business is material to the risk. Material information is that which would influence the judgement of a prudent insurer in setting the level of premium and/or term of the policy.

The requirement to act in utmost good faith and make full disclosure continues throughout the policy period and at changes or extensions to the policy (including renewals), together with claims notifications. Breach of the duty may entitle the insurers to avoid the contract with effect from inception, or some other date, and/or to repudiate any liability for claims arising under the policy. The accuracy of any statements or information provided to the insurers is your sole responsibility and we are entirely reliant on you to fully discharge it.

Once you have purchased your policy any amendments or cancellations should only be treated as being in force when we have confirmed in writing, by mail, e-mail or facsimile that they have taken effect.

### **Claims services**

In the event that you need to make a claim you should first check your policy to make sure that you are covered, what procedure you need to follow and what documentation you will need. Whilst we will endeavour to assist you as much as we can, please be aware that some policies contain a requirement that you notify your Insurer, or a specialist claims handler acting on behalf of your Insurer, directly. Often the policy will provide specific requirements as to the timing and manner of notifications.

### **E-Mail**

While we will be happy to communicate with you and others by e-mail, please bear in mind that such communications may not always be confidential and receipt by us may be delayed by message carriers outside your or our control.

### **Security of information**

In the course of our business we receive, create and store documents and data which refer to the insurance affairs or risk profile of clients and prospective clients, both in paper and electronic form. We recognise our responsibility to protect this information and to disclose it only in the interests of our clients, within our company to those who require it for their work and otherwise in accordance with directions from duly authorised regulators or following due legal process.

We are registered under the Data Protection Act 1998 and undertake to comply with the provisions of this Act in all our dealing with your personal data.

### **Complaints**

We take all complaints seriously. If you wish to register a complaint then please contact the Compliance Officer at HOLMAN'S, either in writing to 22 Billiter Street, London EC3M 2RY, by telephone to 020-7977-8290 or by email to [compliance@holmans.co.uk](mailto:compliance@holmans.co.uk). We will acknowledge your complaint within five working days.

If your complaint concerns the service provided by your Insurer (this will include complaints about the claims service or the amount offered in settlement of a claim) you should write, in the first instance, to HOLMAN'S as above. We shall use our best endeavours to resolve your complaint, failing which we may recommend that you contact your Insurer directly.

If we are unable to settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service ("FOS") at South Quay Plaza, 183 Marsh Wall, London E14 9SR, by email to [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk) or telephone 0845-0801800. You may contact the FOS at any stage during a complaint.

Nothing in the procedures described above amends or changes your rights at law.

### **Compensation**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, advising and arranging is covered for 100% of the claim, without any upper limit. Full details and further information on the scheme are available from the FSCS at 7<sup>th</sup> Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN or by email to [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

### **Cancellation Rights**

You will usually have the right to cancel your policy up to 14 days from the date that you receive the policy document. If you have such cancellation rights then this will be stated in the policy documentation. To exercise your cancellation right you must return your insurance document to us at the address shown under "About our Company" on page 1.

### **Law and Jurisdiction**

These terms of business and any accompanying or associated letter and our business relationship with you shall be governed by and construed solely in accordance with English Law and the High Court in London shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with them.