

## **INSURANCE – IMPORTANT INFORMATION**

The purpose of this document is to set out the services we will provide you in relation to insurance, on whose behalf we perform those services and how we are remunerated along with key regulatory disclosures. For your own benefit please read the below carefully and if you have any questions please ask for further clarification.

### **Who we are**

Ski Club of Great Britain Limited is an Appointed Representative of Marsh Ltd trading as Marsh Commercial (“Marsh”), which is authorised and regulated by the Financial Conduct Authority (FCA) for General Insurance under Firm Registration Number 307511. You can check their permissions on the FCA website <http://www.fca.org.uk/register> or by calling them on 0800 111 6768.

Our registered address is 3.25 Canterbury Court Kennington Park, 1-3 Brixton Road, London, England, SW9 6DE, (company number: 04312167).

This document contains important information. If there is anything you do not understand or accept, please talk to your regular contact.

You have the right to ask us for a copy of any personal data that we hold about you in our records, and to correct any inaccuracies or out-of-date information. Should you wish to do so or if you have any questions about our use of the personal data please contact us:

Owen Chapman  
members@skiclub.co.uk  
020 8410 2015

### **Our services**

We act as agent of the insurer in arranging this contract – these quotations are provided on the basis that it will be placed under a delegated authority that we operate on behalf the insurer. We have not sought alternative quotes beyond that provided by the delegated authority. We receive and hold any insurance monies on behalf of the insurer in accordance with a written agreement with the insurer. For the avoidance of doubt, in the event of a claim we will act as your agent.

We do not receive any commission from either Marsh or the insurers for Platinum policies.

For policies not under the Platinum scheme, for arranging and servicing your insurances we are paid a commission, this being a proportion of the premium allowed to us by the insurer(s). If you would like details of how much commission we earn for arranging your policy, please let us know.

For insurance services, we will be considered to have fully earned our commission from the inception of your policy. We will keep our commission even if an insurance policy is amended, terminated or cancelled. This does not affect any statutory cancellation rights you have.

If you have any questions, issues or concerns regarding how we are paid then please contact us at [members@skiclub.co.uk](mailto:members@skiclub.co.uk)

## **Your obligations**

Your attention is drawn to the below Duty of Disclosure and Fair Presentation section which sets out a number of your obligations. In addition, the below sets out further obligations:

- Where requested you shall provide us with all relevant information to your business to enable us arrange and service your insurances. Such information must be provided within the timeframe we agree with you.
- You must settle the premium(s) due in accordance with the amounts and payment dates specified in our correspondence with you. Failure to meet the payments dates may lead to insurers cancelling your policy this leaving you without insurance cover.

## **Awareness of policy terms and conditions**

When your policy is issued, you are strongly advised to read it carefully as it is that document, along with the schedule/certificate, that details the policy terms and conditions of the insurance contract you have purchased. You should make sure the documents are accurate and contact us if they contain errors. If you are in any doubt over any of the policy terms or conditions or you do not understand them, please ask a member of our staff for further clarification.

## **Claims**

All incidents that could possibly give risk to a claims must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. You should submit your claim using our dedicated online portal, [www.submitclaim.co.uk/skiclub](http://www.submitclaim.co.uk/skiclub), which provides an easy to follow way to log your claim. You will be provided with your reference number confirming receipt of your claim instantly. You can also enter your claim after this has been submitted so you can upload any documentation you need to support your claim in a few easy steps. You must submit your claim within 60 days of the incident giving rise to the claim. A delay in notifying a claim and/or completing required forms will risk a loss where you may suffer not being paid in part or in full. First, check this wording to make sure your claim is valid.

To report any claims or if you need any assistance on a claim then please call the Claims and Assistance Helpline on +44 (0)330 660 0742. If you need any further support submitting a claim or you are unsure whether a matter constitutes a claim then please call 020 8410 2015 or email [members@skiclub.co.uk](mailto:members@skiclub.co.uk).

Please refer to the full policy wordings in “My Ski Locker” on the Ski Club website for full details on how to make a claim.

## **Client Money**

We do not hold client money. We have an arrangement in place with insurers (known as “risk transfer agreements”) where we act as agent for the insurer for the purposes of collecting and holding client money. Any client money received by us will be treated as if it has been received by the insurer and the insurer will bear the risk of any losses in the event that we or Marsh becomes insolvent.

## **How Marsh Handles Client Money**

If Marsh hold money on a client’s behalf, it will be held in a trust fund that is separate from Marsh’s own cash assets. These separate trust fund arrangements are commonly known as “client money”. If Marsh were ever unable to pay our debts, then those to whom Marsh owe money (Marsh’s creditors) should not be able to make claims on Marsh’s client money in the separate trust funds as it does not form part of Marsh’s own cash assets.

The trust arrangement Marsh use for client money is known as a non-statutory trust. Here, Marsh may use premiums and claims monies received to cross-fund clients' premiums and claims; for example Marsh may pay a premium on to an insurer before they have received it from the client if they believe it is in the best interests of that client.

Marsh have agreements with some insurers (known as "risk transfer agreements"). Under these risk transfer agreements the insurers agree that Marsh are responsible for any premium they have received and that Marsh remain responsible for any premium refunds or claims payments until the premium refund or claim payment is received by the recipient. In this case Marsh may hold client money due to or from the insurers in the same trust fund.

Where Marsh do not have risk transfer agreements in place with insurers the client money Marsh hold will still be protected within the non-statutory trust but will be known as "non risk transfer" client money. Non risk transfer clients have priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of Marsh's non risk transfer clients.

Marsh do not use client money to pay themselves commission before they receive your premium.

When Marsh hold client money on trust for you this gives rise to fiduciary duties upon them that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when Marsh receive premium in the case of risk transfer agreements).

Without affecting Marsh's fiduciary duties to you, in some cases Marsh may:

- hold client money in accounts which are outside of the United Kingdom and which may be subject to different legal and regulatory conditions and may treat money differently in the event of a bank failing. If you are a consumer (a person who buys products or services for personal use and not for business purposes) you can ask Marsh not to put your client money in an account in a particular country.
- pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask Marsh not to pass your money to an intermediary outside of the United Kingdom or in a particular country.
- arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account. If Marsh do this, Marsh will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.

If, in the process of handling client money, Marsh earn interest or benefit from investment income or from foreign exchange rate movements, Marsh will keep any such amounts.

### **Cancellation rights**

If your cover does not meet your requirements, please notify us within 14 days of receiving your policy and return all your documents for a refund of your premium. If during this 14 day period you have travelled, made a claim, or intend to make a claim then we are entitled to recover all costs for those services you have used. If you ask to cancel your policy after the 14 day cooling-off period no premium will be refunded, however discretion may be exercised in exceptional circumstances. Please telephone 020 8410 2015 or email [members@skiclub.co.uk](mailto:members@skiclub.co.uk) should you need to discuss this.

## Complaints

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact our Complaints Department by telephone on 020 7357 1000, by email at [UKComplaints@marsh.com](mailto:UKComplaints@marsh.com) or write to us at Complaints Department, Marsh Ltd, Tower Place, London, EC3R 5BU.

If you cannot settle your complaint with us you may be entitled to refer to the Financial Ombudsman Service free of charge. Their address is:

The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR. Tel: 0800 023 4567. Further information and an online complaint form can be found on the Financial Ombudsman Service website:

<https://www.financial-ombudsman.org.uk/>

## Compensation

If we are unable to meet our obligations, you may be able to submit a claim to the Financial Services Compensation Scheme ('FSCS'). Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance (such as motor insurance), insurance advising and arranging is covered for 100% of the claim. For full details and further information please contact the FSCS helpline on 0800 678 1100 or visit their website <https://www.fscs.org.uk/>.

## Marsh's use of your information

Marsh will be entitled to use information in relation to your insurance, on a de-identified and/or aggregate basis, when dealing with insurers on other risks on behalf of policyholders other than yourself. Marsh may:

- provide databases to insurers which may include confidential information relating to your insurance;
- include, on a de-identified and/or aggregate basis, information relating to your insurance programme and risk management in benchmarking, modelling and other analytics offerings; and
- share with prospective insurers information about your upcoming insurance renewals to help insurers identify opportunities to compete for risk. Marsh shares the information as part of its insurer consulting offering, which is designed to help insurers expand their own offerings and create superior solutions for Marsh clients.

For more information, please visit <https://www.marshcommercial.co.uk/info/transparency/> /

## Renewals

Where relevant, renewals will be invited on the basis that there have been no changes in the risk or item being insured, other than those specifically notified to us or your insurers (see section: Duty of Disclosure and Fair Representation). It is very important that you check this carefully and confirm it remains accurate and complete. You should contact us immediately on 020 8410 2015 or email [members@skiclub.co.uk](mailto:members@skiclub.co.uk) if the information is incorrect or if your circumstances have changed so we can update your details. Failure to notify us or your insurer of any incorrect information or change in circumstances may lead to your policy being cancelled or your claim rejected or not fully paid.

## **Amendments**

It is very important that you check your policy documentation carefully and ensure it remains accurate and complete. You should contact ski Club immediately if the information is incorrect or if your circumstances have changed so we can update your details. Failure to notify us or your insurer of any incorrect information or change in circumstances may lead to your policy being cancelled or your claim rejected or not fully paid.

If at any time, you wish to update your details please telephone 020 8410 2015 or email [members@skiclub.co.uk](mailto:members@skiclub.co.uk)

## **Duty of Disclosure and Fair Representation**

Please read this guidance carefully, as any failure to comply with the duty of fair presentation and disclose material information to your insurer may adversely affect the validity of your insurance policy. If you have any questions, please do not hesitate to contact your usual contact in the first instance.

This guidance does not purport to constitute legal advice but it does reflect the law. Your insurance policy may contain clauses which vary the strict legal position. If appropriate you should, in addition to speaking with your usual contact, consider taking your own independent legal advice.

Please tell us if the person in your organisation responsible for arranging insurance changes so that we may explain the duty of disclosure/fair presentation to that person.

## **Consumer Insurance Contracts**

### Your obligations

If you are a consumer insured (i.e. a person taking out insurance for purposes wholly or mainly unrelated to your business, trade, or profession), and the insurance policy is governed by English law, then you must:

- Take reasonable care to provide complete, accurate, and honest answers to the questions we and your insurers ask, and not to make a misrepresentation, when you take out, make changes to, and renew your policy.
- You should note that if on renewal of your policy you do not meet your insurer's request to confirm or change details you have previously given, this may amount to a misrepresentation.
- Please also tell us if there are any changes to the information set out in the Statement of fact, Certificate of Insurance (if applicable), or on your Schedule.
- If any of the information provided by you changes after you purchase or renew your policy and during the period of your policy, please provide us with details.

### Failure to disclose

If any of the information provided by you is not complete and accurate:

- Your insurer may cancel your policy and treat it as if it never existed, or
- Your insurer may refuse to pay any claim, or
- Your insurer may not pay any claim in full, or
- Your insurer may revise the premium and/or change the compulsory excess, or
- The extent of the cover may be affected.

For motor insurance it is an offence under Road Traffic legislation to provide incomplete or inaccurate information to the questions asked in your application for the purpose of obtaining a certificate of motor insurance.

Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference. The above duties arise before the policy is placed, when it is varied or extended, and when it is renewed. The duties may also arise during the policy period if the policy contains a condition which requires you to advise your insurer of a specific increase or alteration in risk.

If you are not sure whether your insurer needs particular information, we recommend that you provide it to them anyway.

**Important information about warranties, conditions and exclusions**

An insurance policy is a legal contract between you and the insurer, so we strongly recommend that you read the full terms and conditions of the cover offered by the insurer as detailed in the enclosed policy wording(s), and the Insurance Product Information Document (IPID)schedule(s) and / or quotation summary before making a decision to accept the policy offered.

The policy wording will include conditions that you must meet so that cover applies if a claim occurs. The insurer can refuse to pay out if policy conditions aren't met.

The policy may also include warranties. A warranty is a condition you must comply with precisely. If a warranty is not fulfilled, the insurer can suspend cover or cancel it.

The insurer may also add an excess or exclusion. An excess is the amount paid, or the insurer holds back, in the event of a claim. An exclusion is a clause in the policy that states which risks the insurance will not cover. Failure to adhere to these requirements can invalidate your policy, compromise your cover, and prevent claims being paid. It is vital that you are clear about what is expected of you.

Please read these documents carefully. If you do not understand or cannot see how your policy will work for you, contact us so that we can explain to you.

Our information and/or documentation can be made available in a larger font, or an alternative format, on request. Please contact your usual contact for further details.