



## **Terms of Business Agreement**

Please read this document carefully. It sets out the terms upon which Gator Bikesure Limited (“we”, “us”, “our” or “Gator Bikesure”) agrees to provide insurance services to you and contains details of our regulatory and statutory responsibilities. Please contact us immediately if there is anything in these Terms of Business that you do not understand.

## **Condition of Use**

This document forms an important part of any contract between us, your underwriters and you. By proceeding on our website and/or applying to us for insurance by telephone you agree to be bound by these terms, which, by proceeding, you confirm you have read and understood.

We draw your attention in particular to the following sections headed:

- Your responsibilities (section 3)
- Remuneration and sales (section 4)
- Fees (section 5.2)
- Cancellation right (section 6.1)
- Limitation of our liability (section 7)

In addition you acknowledge and agree that the insurer we work with may, from time to time, change its customer policies or trading conditions with their brokers and there may be changes to the law or regulations applicable to our business.

Accordingly, from time to time, the terms and conditions of these Terms of Business may need to be updated or amended without prior notice to you to take account of these changes.

If you renew your contract with your insurer, or purchase a new product or service from us, you will be bound by the then current Terms of Business, which may differ from these.

It is therefore important that you visit our website to review any key changes as you will be bound by them.

## 1. Gator Bikesure Limited

Gator Bikesure Ltd (Company number: 9492364) is an Appointed Representative of ETA Services Ltd who are Authorised and Regulated by the Financial Conduct Authority under firm reference number 313965. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 or 020 7066 1000. Gator Bikesure Ltd registered office: 114a, Cromwell Road, London, SW7 4AG. Trading Address: 1st Floor, 5 St Helen's Place, London, EC3A 6AB. Telephone number: 020 3900 0245.

## 2. Our Services

### 2.1. Tied agent

We only offer insurance products from the insurer Red Sands Insurance Company (Europe) Limited. We do not give advice or make personal recommendations in connection with any insurance product. We may ask some questions to narrow down the selection of products that we will provide details on and/or to provide you with a quotation, leaving you to make your own decision as to how you wish to proceed and whether a particular product fulfils your specific insurance requirements. If you decide to proceed with a product, your contract of insurance is with the insurer and not Gator Bikesure.

### 2.2. Placing business and quotes provided to you

Our role will begin with assessing your insurance requirements based on the information you have provided to us. We will then determine whether or not one of our insurance products will be suitable to meet those requirements and that you meet the eligibility criteria. We will tell you the type and scope of cover provided, the insurer and the associated costs. You may then choose whether or not to proceed with the insurance.

Our quotations are valid for 30 days from the date of issue or until the date you request cover to start, whichever is the sooner.

Unless otherwise agreed we will send you documentation confirming the basis of the cover secured on your behalf, including details of the insurer, with a debit note showing separately, where applicable, all the amounts payable. The date that the money is due together with any penalties for late payment will be clearly stated to you.

Please see section 3.2 regarding your responsibility to review the documentation we send to you to confirm that cover is in accordance with your instructions.

### 2.3. Renewal of your insurance/change of insurer

You authorise us to provide you with the insurance product we notify you about and/or to cancel your existing insurance and provide you with the replacement insurance product unless you tell us otherwise before the new insurance starts. In respect of:

(a) an annual policy: approximately 6 weeks before the end of the term of your insurance we will contact you with details of the insurer's terms for renewal where these differ from your existing terms; and

(b) a monthly policy: approximately 6 weeks before the annual anniversary of the inception of the initial monthly term of your insurance, we will review the terms of your insurance and will contact you with details of the insurer's terms for renewal where these terms differ from your existing terms.

From time to time we may consider it appropriate or in your interests to change the insurer

underwriting our insurance products or to cancel your existing insurance product before the end of its term (if the terms of your insurance allows for cancellation) and transfer your insurance to a new insurance underwriter which we believe offers a broadly similar or better level of insurance cover or benefits and the transfer of which is at no extra cost to you. We will provide you with details of the new insurer and the terms of the insurance product we are able to offer to you. Write to us at the address detailed in section 1 if you do not wish to receive this information. You may also ask us not to provide you with this information at any time by telephoning us on 020 3900 0245.

When we arrange insurance on your behalf you will provide us and/or the insurer underwriting your insurance product with your payment details for the purpose of processing payment for the insurance product. Where applicable, these details will also be used by us/them to continue renew your insurance at the end of the term of your insurance product. If we change the insurer underwriting your insurance product, you authorise us and the existing insurer underwriting your insurance product to provide your payment details to the new insurer. Your payment details will only be used to continue/renew your insurance, with either the existing or new insurance underwriter if you have not provided us with contrary instructions after we have notified you of the details of the new insurer/insurer's terms for renewal (as applicable).

Please see section 3.2 regarding your responsibility to review the documentation we send to you to confirm that cover is in accordance with your instructions.

### **3. Your Responsibilities**

#### **3.1. Disclosure by you**

It is very important that the information given to us when (i) buying a policy (ii) completing a claims form and (iii) giving declarations to the insurer is correct.

Before you take out a policy, you will be asked questions and your responses to us will be provided to the insurer. It is your responsibility to take reasonable care not to make a misrepresentation to your insurer when you take out your insurance policy.

Please note if you make such a misrepresentation to your insurer this could invalidate your insurance cover, resulting in your claim not being paid or not being paid in full.

In such circumstances, the insurer may in addition have a right to retain your premium.

#### **3.2. Reviewing information and documents sent to you**

Where insurance has been arranged via the internet or by telephone, it is your responsibility to check and confirm the information in the forms or declarations completed on your behalf are correct, in accordance with your instructions and to advise us where an amendment is required. If you have any questions in relation to the coverage, limits or other terms and conditions, or any concerns that we have not implemented your instructions correctly, please contact us immediately.

You should also review the insurance premium payment terms that we advise to you.

All premium payment terms must be met or the insurer will have the right to cancel the cover. We will also advise of any charges additional to the insurance premium.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

### 3.3. Payment

We normally accept payment by credit or debit cards.

In the absence of any alternative terms agreed with you in writing (for instance, where we agree payment by instalments) our payment terms are as follows:

- New policies and renewal policies – payment due according to payment term selected. If annual payment selected then due prior to inception or renewal of the policy, if monthly payment selected then due as Direct Debit on your account is processed.

### 3.4. Claims

You are responsible for notifying claims or potential circumstances that may give rise to a claim.

To ensure full protection under your policy you should familiarise yourself with the coverage conditions or other procedures relating to the notification of claims. Failure to adhere to the notification requirements particularly timing, as set out in the policy, may entitle the insurer to deny your claim.

In presenting a claim it is your responsibility to disclose all facts, which are material to the claim.

### 3.5. Change in circumstances

You will advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance policy.

## 4. Remuneration and Sales

We derive our earnings from commission paid to us by the insurance company with whom we have placed your insurance which apply for transactions throughout the policy term.

We may have an agreement with the insurer and/or other third party providers that if our account with them meets certain pre-agreed volume or profit targets during a defined period then we will receive additional remuneration.

We will take commission due to us upon receipt of your premium unless the Terms of Business between us and the insurer provider specifies otherwise.

## 5. Premiums and Fees

### 5.1. Insurance premiums

We collect and hold insurance premiums as agent of the insurer. Premiums received by us will be treated as having been received by the insurer whereas claims payments and or premium refunds will only be treated as having been received by you when they are actually paid to you.

### 5.2. Fees

Commissions earned are non refundable in the event of cancellation or amendment of your policy or termination of our services. Sometimes there is no return premium, for example, following a claim or where the policy does not provide for it.

In the absence of any other agreement, the non-payment of any premium or non-receipt of documents may be taken as your instruction to cancel cover. If we do not receive your instructions and payment prior to the date of renewal, we reserve the right (but without obligation) to renew the policy and (in the case of Direct Debit instalment payments) to continue to accept payment from

you unless and until you advise us or your insurance company in writing that you wish to cancel your policy. In circumstances where we have assumed (because you have not advised to the contrary) that renewal is not required you may be liable to make payment to us and/or your insurance company for any cover provided.

There is a non-refundable administration fee of £10 to provide you with a copy of your Personal Data (as defined in section 8 below).

## **6. Cancellation and Other Rights**

### **6.1. Cancellation right**

You have a right to cancel up to 14 days from a) the date you receive the policy setting out its terms and conditions or the renewal policy setting out its terms and conditions or b) the date that cover is effected under the policy or the renewal policy, as applicable, whichever is the later. If you wish to exercise your right of cancellation you should either contact Gator Bikesure (whose details are provided in section 1) or your insurer either by telephone or in writing within the time constraints set out in your policy document.

Should you decide to exercise this cancellation right, you will be entitled to a refund of premium less an appropriate pro-rata charge for the period of cover given before the cancellation right was invoked. Should any claim occur prior to the exercise of the cancellation right where the claim terminates the insurance cover, the insurer may not allow a refund of any of the premium paid. Please also see the provisions set out in section 5.2 (Fees).

### **6.2. Complaints**

When a complaint is received from you in relation to the insurance product you have taken out, we will promptly provide you with a written acknowledgement of receipt. The acknowledgement will contain details of the person handling the complaint.

Your complaint will be handled by a dedicated complaints investigator and they will not have been directly involved in the matter which is the subject of the complaint.

They can be contacted at the following address:

**Gator Bikesure Limited, 5th Floor, 3 St Helens Place, London, EC3A 6AB**

Whilst Gator Bikesure will always look to resolve your complaint in the quickest time possible, in accordance with guidelines laid down by the FCA, we must write to you with a final response to your complaint within eight weeks of receiving your complaint.

Upon receipt of Gator Bikesure' final response to your complaint, should you remain unhappy, you will then have the right to refer the complaint to the Financial Ombudsman Service. Gator Bikesure will provide you with a copy of the Financial Ombudsman Service's Leaflet 'Your Complaint and the Ombudsman' and a statement confirming that an approach can be made to the Financial Ombudsman Service.

The Financial Ombudsman Service can be contacted at the following address:

**Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR**  
**Telephone: 0800 0 234 567**

In deciding whether or not to uphold a complaint, Gator Bikesure may liaise with your insurer and may consider any relevant guidance published by the FCA, the Financial Ombudsman Service and any other relevant regulatory guidance previously published.

Using your own solicitor or other third party complaint handling firm does not affect how we review your complaint and Gator Bikesure will not charge you to investigate your complaint. However, please be aware that:

- Gator Bikesure will not be liable for any costs incurred if you decide to employ a third party to handle your complaint during this review (please also see section 7 - Limitation of our liability below).
- Where your complaint is upheld and redress is due, payment will, in general, be paid to the complainant direct who has already paid for any costs on your behalf.

### 6.3. Compensation

We are covered by the Financial Services Compensation Scheme ("FSCS") which is the UK's statutory fund of last resort for customers of financial services. This means that depending on the nature and circumstances of the claim, and subject to the FSCS's applicable financial limitations at the time, you may be entitled to compensation from the FSCS if we are unable, or likely to be unable, to meet our obligations.

Further information is available from the FSCS who can be contacted by telephone 0800 678 1100 or 020 7741 4100 and by email via their website at: [www.fscs.org.uk/contact-us/](http://www.fscs.org.uk/contact-us/).

## 7. Limitation of our Liability

Nothing in these general Terms of Business excludes or limits our liability for death or personal injury caused by our negligence, for any matter which it would be illegal for us to exclude or attempt to exclude its liability or for fraud or fraudulent misrepresentation.

Our total liability to you in respect of all losses arising as a direct consequence of any negligent performance of our services shall not exceed £1,200,000.

For a claim in respect of any other losses arising under or in connection with our agreement our liability shall be limited to £350; but no liability shall arise for:

(i) any additional cost of working, consequential or economic loss including, without limitation, loss of business, loss of revenue, loss of profit, loss of opportunity and/or loss of contracts (whether direct or indirect); and/or

(ii) in respect of any claim for breach of contract, negligence, breach of statutory duty or other claim howsoever arising in respect of any delay or failure by us to perform any of our obligations in connection with the services where such delay or failure results directly or indirectly from any of your acts or omissions or those acting on your behalf.

## 8. Data Protection and Privacy Statement

Gator Bikesure will hold and process any personal data submitted to us by you or on your behalf in the course of: (i) applying for insurance cover; (ii) using Gator Bikesure's websites and services; and/or (iii) your communications with us ("Personal Data"). This Personal Data will include, amongst other things, information regarding Direct Debit mandates. We will be acting as data controller under the Data Protection Act 2018 ("DPA") in relation to such Personal Data and are committed to complying with our legal obligations under the DPA. We will use such Personal Data for the following main purposes: (i) arranging for the provision of insurance to you; (ii) communicating with you in connection with your insurance and renewals; (iii) dealing with renewals; (iv) to comply with our legal and regulatory obligations; (v) to help prevent, detect and deal with crime or fraud; (vi) for the purposes set out in

section 2.3; (vii) to improve our understanding of your interests and of our products and services and (viii) for processing claims. We will disclose such Personal Data (including amongst other things, that relating to Direct Debit mandates) to carefully selected insurance companies who will process the Personal Data, as data controllers, for the purposes of providing your insurance cover and processing payment for such cover. In the event that we decide to change your insurance provider (as detailed in section 2.3), in accordance with these Terms of Business, we will transfer information relating to Direct Debit mandates from the old to the new insurance provider, along with other Personal Data.

We and your insurer may use agents and service providers (some of whom may be located outside the UK) to collect, hold and process such Personal Data on our/their behalf for the purposes set out in these Terms of Business. These agents and service providers act on our/the relevant insurer's instructions (as applicable) and will only use data as Gator Bikesure/the relevant insurer tells them to. We may share the Personal Data with service/product providers for the purposes of processing claims. In such circumstances, these providers act on our/the relevant insurer's instructions (as applicable) and will only use such data as Gator Bikesure/the relevant insurer tells them to.

Such providers may also submit to us/insurers personal data on your behalf in connection with the processing of such claims. We and your insurer may disclose Personal Data to third parties (including to the police, other governmental bodies and other insurers) as required by law or if we/any of your insurer think the disclosure may help, prevent, detect or deal with crime or fraud.

We will also use such Personal Data to contact you by post or email about insurance products, services and promotions which we believe will be of interest to you. If you do not wish us and/ to use the Personal Data for this purpose please contact us and we will update our records according.

You have the right to ask for a copy of the Personal Data we hold about you (for which we may charge a small fee – see section 5.2 above). If you find at any time that any of the Personal Data we hold about you is incorrect then you should promptly notify us and we will correct the inaccuracy. You can contact us about privacy issues by contacting us.

## **9. Website**

### **9.1. Accuracy of information (website content)**

Gator Bikesure has taken every reasonable step to make sure the information contained in this website is accurate and up-to-date, and would like to hear your views about site content. Gator Bikesure however can accept no responsibility for any errors or omissions.

### **9.2. Links to other websites**

The Gator Bikesure website contains links to other websites. Gator Bikesure accepts no responsibility or liability for the content of these websites.

## **10. Other Legalities**

### **10.1. Governing law and jurisdiction**

All quotations and policies that we obtain for you are subject to the law of England and Wales and subject to the exclusive jurisdiction of the English courts unless your policy document states otherwise.

## 10.2. UK only

The information on our website is directed only at UK residents. The products and services we sell are only available to UK residents; they are not available in the United States (US) or any other territory. By completing a request for a quotation you confirm that you are resident in the UK and you will immediately notify us if you cease to be so. The content of our website and the products and services offered by us comply with appropriate legislation and regulation of England and Wales. All documentation provided to you in connection with our services and communications between us will be in the English language.

## 10.3. Contracts (Rights of Third Parties) Act 1999

Your instruction to us to set up an insurance policy on your behalf forms a contract between you and your insurer. This insurance does not give rights to any person other than you unless your policy document states otherwise.

## 10.4. Telephone calls

Gator Bikesure may record or monitor telephone calls you make to us for training purposes and with the aim of improving the services that we provide to you.

## 10.5. Electronic communications

During the course of our relationship, we will use electronic mail (e-mail), sometimes attaching further data in electronic form. In working with us you accept the inherent risks of this method of communication, which include the risk of interception or unauthorised access, the risk of corruption and the risks of exposure to viruses and other harmful software. Any instructions or communication via e-mail cannot be considered notification to us unless receipt is acknowledged by us; this does not include an automatically generated reply.

We have virus-checking systems but you will still be responsible for checking e-mail sent to you. You will also be responsible for checking that messages are complete. Should a dispute occur between us, both of us agree that this form of communication represents legal evidence and Gator Bikesure' systems represent the definitive record of electronic communications and documentation.

## 10.6. Copyright

The words "Gator Bikesure Insurance" and the Gator Bikesure logo are protected by copyright. The copyright for the material contained in this website is owned by Gator Bikesure. You may view any part of the Gator Bikesure website, and print a copy of it for your personal use. You may not use, copy or distribute any of the material contained in the Gator Bikesure websites for any other purpose, nor incorporate or distribute it in any other form or publication. You may however pass on information or images contained in our newsletter to third parties.

## 10.7. Severability

If at any time one or more of the provisions in these Terms of Business is or becomes invalid, illegal or unenforceable in any respect under any law or regulation, the validity, legality and enforceability of the remaining provisions of these Terms of Business will not as a result be in any way affected or impaired.

## 10.8. Entire agreement

This document and any amendments constitute the entire terms on which we will transact general

insurance business with you and no alteration will have effect unless issued or agreed by us in writing.