

# P J Hayman & Company Limited – Terms of Business Agreement

Please read this document carefully, by accepting these terms, you are giving your consent to the actions described in the following sections

Free Spirit is a trading name of P J Hayman & Company Limited

Company Details: P J Hayman & Company Limited. The Old Theatre, Stansted House, Rowlands Castle, Hampshire, PO9 6DX.

This sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

## Definitions

"We", "Us", "Our" means P J Hayman & Company Limited.

"You" means a visitor to our website and/or customer of our product(s).

"Product" means a product that we may sell from time to time.

"Personal and Sensitive information" means the personal information you provide us when registering, obtaining a quote and/or buying a product.

## 1. Information about us

P J Hayman & Co Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Permitted business is arranging general insurance contracts. Our FCA number is **497103**. You can check this on the Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk).

P J Hayman & Company Limited is a wholly owned subsidiary of CSP Holding Limited.

As an intermediary, the FCA regulations require us to:

- Conduct our business with integrity, due skill, care and diligence, and pay due regard to the interests of our customers and treat them fairly.
- Pay due regard to the information needs of our clients and communicate information to them in a way which is clear, fair and not misleading.
- Act with due care, skill and diligence in relation to a claim, and avoid conflicts of interest.
- Meet certain specific conditions in respect of client money.
- Take reasonable care to establish and maintain systems and controls that are appropriate to our business.
- Maintain and keep up to date, a list of insurance organisations we select from and to provide a copy of this on request.

## 2. Our relationship with you and the service we offer

P J Hayman & Company Limited offers a range of travel insurance products and travel insurance related services. You will not receive advice or a recommendation from us in relation to the products we offer. We may ask some questions to narrow down the selection of products that we will provide details; however, you are entirely responsible for deciding whether or not to purchase any of these products or services.

If we are unable to provide you with a quotation on a specific product you have contacted us about due to a new or existing medical condition(s), or age considerations, you may be given the option of an alternative product and quotation.

If you are in doubt as to whether a travel insurance product or service offered is suitable for your needs or specific requirements please contact us prior to making a purchase.

## 3. Duty of Disclosure

As a consumer insured you have a duty to take reasonable care to answer questions fully and accurately, and that any information you volunteer is not misleading. This duty exists before the cover is placed or altered at any time throughout the duration of

the Insurance policy. If you do not do so, your Insurer may be able to void your insurance policy from inception or refuse a claim.

## 4. Data protection statement - 'Privacy Notice'

In accordance with Data Protection legislation, including General Data Protection Regulation (GDPR), we are advising you that any data requested from you will be stored securely and will only be used in order to manage the contract of business, including insurance requirements, we are arranging for you or have a legitimate interest in handling your data. This information will only be made available to third parties, such as insurers or their claims handling agents, in order to further manage and service your insurance policy.

We will retain your information for a period of time which is necessary to ensure no further liability, such as any insurance claims, exists. This period will normally be 7 years from expiry of the policy but may be extended.

For certain types of business we may require certain sensitive information from you in order to arrange your insurance requirements or service any claims, for example, medical records. By providing this information to us you will have given explicit consent for us to use it for the above purpose, which may involve passing such information to insurers or their claims handling agents.

**Information you give us.** You may give us information by filling in forms on our website or by corresponding with us by phone, email or otherwise. This includes information you provide when you register to use the customer area of our site, seek a quote, participate in our medical screening process, take out a policy with us, leave a testimonial and/or star rating on our site, enter a competition, participate in a promotion or survey, update or change your policy, submit a claim, cancel your policy and when you report a problem with our site.

The information you give us may include your:

- Name and date of birth
- Contact information including postal and email address and phone number
- Details of your travel plans and arrangements
- Other information you give us in response to a survey relevant to advertisements and/or offers
- Information about any medical conditions you may have
- Payment card details where required to process purchases

If you provide data to us about other people you must provide this notice to them before you pass their data to us. You must obtain their consent if this includes sensitive data such as their health.

You have the right to:

- See a copy of the personal information we hold about you, free of charge
- Ask us to delete any of your personal data where there is no legitimate reason for continuing to hold it.
- Have any inaccurate or misleading data corrected or deleted
- Restrict the processing of your data

We have to provide you with the information without delay and at the latest within one month of receiving your request. However, if your request is unfounded or excessive, we are entitled to charge a fee or refuse to act on the request.

We exchange personal information with other approved organisations for underwriting and fraud prevention purposes and we may provide such information to others where required or permitted by law.

We will use and analyse your personal information for the following purposes:

- managing and administering products and services that are supplied. In the case of insurance products this will include underwriting reinsurance and claims handling purposes and this may include disclosing it to other insurers, reinsurers, regulatory authorities or to our agents who provide services on our behalf;
- considering any applications for products you may make and to help in making credit-related decisions about you where appropriate;
- servicing other relationships you may have with us;
- financial risk assessment, money laundering checks, compliance and regulatory reporting and fraud prevention; assisting in making decisions on insurance proposals, other products and any claim made by you, members of your household, and others connected with your insurance proposals and claims;
- helping us to understand and develop new and innovative products and services.

Your personal information will only be disclosed to third parties outside us if:

- it is necessary for the performance of your agreement with us; or
- you have given your consent; or
- such disclosure is required or permitted by law; or
- we are entitled to transfer rights and/or obligations as provided under the terms of any policy you may purchase; or
- any such third party provides benefits or services to you under or in connection with our agreement with you; or
- it is a credit reference agency or fraud prevention agency; and any such third party has agreed to keep your personal information strictly confidential and use it for the purpose for which we provide it to them.

Because of the nature of our products and the destination of your travel, it may be necessary for us to transfer your personal details to third parties in countries outside the European Economic Area (EEA). Such countries may not have laws to protect your information. By purchasing a policy that includes the possibility of travel outside the EEA, you consent to us so transferring your information.

In future the way in which your personal information is viewed, recorded and used may change. In most cases these changes will result from enhancements in technology. Where we believe the changes may be to your disadvantage, we will give you at least 30 day notice of them by posting notice of such an amendment on our website. If you continue to use a product or service for a further 30 days after notification, we will consider that you have consented to that change (unless you write to us to inform us otherwise).

If you would like a copy of the information held on you, have any queries or if you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, we will promptly correct any information found to be incorrect.

Mrs Nicky Blakey  
P J Hayman & Company Limited  
The Old Theatre, Stansted House, Rowlands Castle, Hampshire, PO9 6DX  
Email: [Customerservices@pjhayman.com](mailto:Customerservices@pjhayman.com)

If you are unhappy with the manner in which we store or handle your data you may contact the Information Commissioners Office at any time.

For our full privacy policy terms, please see:  
[http://www.pjhayman.com/documents/PJH\\_Privacy\\_policy.pdf](http://www.pjhayman.com/documents/PJH_Privacy_policy.pdf)

## 5. Documentation.

We will issue policy information in a timely manner. This will normally be within 30 days of the contract of insurance being concluded for commercial products or 7 days for consumers for retail products. Policy documentation will contain the full terms and conditions and exclusions, confirm the basis of cover and give details of the insurer(s). Please ensure you read these in full to ensure cover meets with your requirements and you understand what to do in the event of a claim.

We will retain documents for a minimum of 2 years, in accordance with our retention of documents policy. For some types of insurance cover it is possible that the claim may be made under a policy long after its expiry date and it is a requirement that we retain such documents for an appropriate period so that they can be accessed.

## 6. Annual Cover - Notice of Expiry

Unless otherwise agreed, we shall issue you with a notice of expiry for those insurance policies with an annual expiry date, at least 21 days prior to the expiry of your insurance policy. We shall send the appropriate information, under the recommended guidelines, to enable you to purchase further cover, either by telephoning our dedicated sales team or via the online sales platforms.

To ensure you have continuous cover, this must be completed before or on the expiry of your previous policy. If we are unable to offer the same product as previously held an alternative will be offered.

## 7. Security (your insurer)

We monitor the financial soundness of insurers that we use. We will do this by relying on information provided by rating agencies and other information in the public domain. If you have particular concerns or requirements regarding the security that we use, we will be happy to discuss your needs with you. We do not guarantee the solvency of any insurer we place business with. You may not be able to collect claims from an insurer that becomes insolvent.

## 8. Claims

Your insurance policy includes a claims procedure which tells you what steps you should take if you wish to make a claim.

You will be responsible for notifying, as soon as possible, a claim or circumstance which may give rise to a claim. Please ensure that you provide full information in accordance with the procedures set out in the insurance policy. This may include providing the information within a particular timeframe. Failure to do so may affect the validity of the claim. You will be provided with assistance in submitting a claim and seeking reimbursement. However, in the event that the insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts

## 9. Premium

Your premium must be paid at the time of purchase of your insurance policy. Failure to pay your premium can result in the automatic termination of your insurance contract.

## 10. Our Remuneration (what we are paid for the services we provide)

Our remuneration may be as commission, brokerage or fees. When we sell you a policy the insurer pays us a percentage commission from the total premium. If the type of policy we sell reaches specific profit targets the insurer also pays us an additional bonus. In addition, certain types of policies also carry a fulfilment fee, which will be shown as an admin fee on your documents.

## 11. Cancellation Clause

Your insurance contract may include a cancellation clause. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by insurers giving notice of the cancellation. In the event of cancellation of the insurance

contract, insurers may or may not return a pro rata premium. Please refer to your insurance policy document for details

In the event that the insurance is cancelled after inception, our fees or brokerage will not be refundable

## 12. Client Money

Client money is money of any currency that we receive and hold in the course of carrying on insurance mediation on behalf of our clients (including you) or which we treat as client money in accordance with FCA rules. We keep client money separate from our own money in a non-statutory trust account.

## 13. Non Statutory Trust Accounts

We hold client money subject to a non-statutory trust account. This means that we are entitled to and may use client money held on behalf of one client to pay another client's premium before the premium is received from that other client, and to pay premium refunds to another client before we receive payment from the insurer. However, we are not entitled to use client money to pay commissions before we receive the relevant premium from the client.

The aim of the trust is to protect the client in the event of the failure of the firm, or the failure of the bank or a third party at which the money may be held. In such circumstances, the firm's general creditors should not be able to make claims on client money as it will not form part of the firm's property.

The fact that we will hold money on trust gives rise to fiduciary duties, which will be owed to you until the client money reaches the insurer or product provider.

## 14. Interest on Client Money

Any interest earned on client money held by us and any investment returns, on any segregated designated investments, will be retained by us for our own use.

## 15. Segregation of Designated Investments

We keep client money separate from our own money. We may do this by paying it into a client bank account. However, we may also do this by arranging to hold separately permitted designated investments with the value at least equivalent to the money that would otherwise have been paid into a client bank account. If we do this we will be responsible for meeting any shortfall in our client money resource which is attributable to falls in the market value of a segregated investment.

## 16. Payment to third parties

We may transfer client money to another person, such as another broker, for the purpose of effecting a transaction on your behalf through that person. This may include brokers outside the UK. The legal and regulatory regime applying to a broker outside the UK may be different from that of the UK and, in the event of a failure of the broker, this money may be treated in a different manner from that which would apply if the money were held by a broker in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

## 17. Compliance

### Regulation

We comply with all regulatory requirements applicable made under the Financial Services and Markets Act (FSMA), or of the regulations of the Intermediary's country of domicile, include treating clients fairly, having appropriate systems in place which reflect the nature, scale and complexity of its business and conducting its business with due skill, care and diligence.

## Professional Indemnity Insurance

We maintain in force appropriate Professional Indemnity Insurance as required by the FCA in each claim in respect of liabilities arising as a result of their respective involvements with the Companies policies.

## Complaints

We take all complaints seriously. If you wish to register a complaint, please contact us: In writing to: Customer Service Manager, P J Hayman & Company Limited, The Old Theatre Stansted House, Rowlands Castle, Hampshire, PO9 6DX or by telephoning: **023 9241 9833** or emailing – [Customerservices@pjhayman.com](mailto:Customerservices@pjhayman.com)

If we are unable to settle your complaint with us, you may, if eligible, refer it to the Financial Ombudsman Service either: In writing at: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Tower, London, E14 9SR or by e-mail at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or by telephone: **0800 0234 567**. For full details please visit: <http://www.financial-ombudsman.org.uk>

If you are a consumer, as defined by your local regulator, and you are domiciled in the EU you may also be able to submit your complaint via the EU ODR (online dispute resolution) platform. This allows consumers to submit complaints to a trader based in their or another EU member state and is available at: <http://ec.europa.eu/odr>

## 18. Compensation

Our insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if our insurers cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Full details and further information on the scheme are available from the FSCS via [www.fscs.org.uk](http://www.fscs.org.uk) or by telephone on **020 7892 7300**.

## 19. Anti-Money Laundering / Proceeds of Crime Act/Sanctions/Bribery

UK anti-money laundering and Sanctions regulations require us to check the identity of clients for whom we act at the start of a business relationship or at the point of making a claim.

Claims payment will be made in favour of the insured. 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.

We are obligated to report to the Serious Organised Crime Agency any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report to you.

It is a condition of this agreement that each party will have adequate measures in place to prevent bribery and corruption and not commit, authorise or permit any action which would contravene any bribery or other anti-corruption laws or regulations in force. Also, not knowingly facilitate in any activity which may be construed as tax evasion.

Any suspicion that any improper activity has, or may take place must be reported immediately.

## 20. Law and Jurisdiction

These terms 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 exclusive jurisdiction of the English courts.