

Islands Insurance Group

Terms and Conditions of Business





1. Who are we?

- 1.1 MJ Touzel (Insurance Brokers) Limited trading as Islands Insurance is registered in Jersey (No.2589) at Kingsgate House, 55 The Esplanade, St Helier, Jersey, JE1 4HQ and is regulated by the Jersey Financial Services Commission (JFSC) under the Financial Services (Jersey) Law 1998 for General Insurance Mediation Business (No: GIMB0046).
- 1.2 Hepburns Insurance Limited trading as Hepburns is registered in Jersey (No.4722) at PO Box 732, 6/7 Mulcaster Street, St. Helier, JE4 0QJ and is regulated by the Jersey Financial Services Commission (JFSC) under the Financial Services (Jersey) Law 1998 for General Insurance Mediation Business.
- 1.3 The Islands' Insurance Brokers Ltd trading as Islands Insurance is registered in Guernsey (No. 6841) at Lancaster Court, Forest Lane, St Peter Port, Guernsey GY1 1WJ and is regulated by the Guernsey Financial Services Commission (GFSC) under The Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002 as an Intermediary for general insurance only (No: 13696).
- 1.4 Hepburns Insurance Limited trading as Hepburns is registered in Guernsey (No. 20438) at Lancaster Court, Forest Lane, St Peter Port, Guernsey GY1 1WJ and is regulated by the Guernsey Financial Services Commission (GFSC) under The Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002 as an Intermediary for general insurance only (No: 15258).
- 1.5 MJ Touzel (Insurance Brokers) Ltd, Hepburns Insurance Limited (Jersey), The Islands' Insurance Brokers Limited and Hepburns Insurance Ltd (Guernsey) are part of the NFU Mutual group of companies.

2. Definitions

- 2.1 In these Terms of Business, the following words and expressions have the following meanings:
- 2.2 **Islands Insurance Group, IIG , we, our, or us** includes M J Touzel (Insurance Brokers) Ltd, Hepburns Insurance Limited (Jersey), The Islands' Insurance Brokers Limited and Hepburns Insurance Ltd (Guernsey).
- 2.3 **Insurer or Insurers** means any insurance provider with whom we engage on your behalf and with whom you have entered into an insurance agreement.
- 2.4 **Regulations** all laws, regulations, rules, requirements, codes of practice and any request or requirement of any governmental, judicial or regulatory body or person which are applicable to the jurisdictions where Islands, you or any other party relevant to any agreement are present.
- 2.5 **Service or Services** all services provided to, carried out or performed for or on your behalf.
- 2.6 **Terms of Business** these terms and conditions as amended and in force from time to time.
- 2.7 **You or your** means you, our client on record, in relation to any Agreement to provide Services.

3. When do these Terms of Business apply?

- 3.1 These Terms of Business together with any separate written agreement we may send to you sets out the terms on which we agree to provide services to you following your instruction. By proceeding to do business with us, you are agreeing to abide by these terms.
- 3.2 These Terms of Business shall supersede any prior agreement we may have previously entered into with you. This includes any other terms and conditions stipulated by you unless expressly agreed in writing between us. These terms may only be disapplied, varied, or supplemented with our expressly stated written consent. If we have an express agreement in writing with you and there is a conflict between it and these Terms of Business, then the terms of the other express agreement in writing shall be effective.
- 3.3 It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities as well as your contractual obligations. If there is anything within this agreement that you do not understand you should inform us, otherwise we will assume you are providing your informed consent.



4. What services do we provide?

- 4.1 As an insurance intermediary, we usually act on your behalf. Our services include providing you with advice on your insurance needs and arranging appropriate insurance or risk management products to meet your requirements. We will also assist you in making changes to your insurance arrangements if required and will aim to remind you in good time when policies held by you are due for renewal. Unless your policy states otherwise, we can assist you with submitting a claim and obtaining reimbursement from insurers.
- 4.2 To meet your requirements, we deal with a variety of UK and International Insurers. When arriving at our recommendations we may either conduct a market analysis of potential Insurers or we may only consider a specific product from a single Insurer, or a product from a panel of Insurers. Details of the Insurer(s) will be advised to you when we discuss your individual requirements.
- 4.3 In certain circumstances we may act for your Insurer, for example where we have delegated underwriting or claims authority. In cases where we are acting on behalf of the Insurer we will be acting as their agent for specified activities, however we will ensure that such activities shall not prejudice your interests. Please see paragraph 17 headed Conflicts of Interest for more details of how we manage these arrangements.
- 4.4 We will not arrange insurance for you until we have received your complete instructions. Insurance cover is not in place until you have received written confirmation from us, or we have issued evidence of insurance cover. Where instructions are received from you outside of our normal office hours, your insurance cover will be subject to further confirmation from us as soon as reasonably possible during business hours.
- 4.5 We do not offer advice in relation to tax, accounting, regulatory or legal matters and you should take separate advice regarding such matters if required.
- 4.6 We use publicly available information, including information from credit reference agencies, to assess the financial status of potential Insurers and relevant markets. In no circumstances shall we act as the Insurer, nor can we guarantee the financial status of any Insurer or market. In the event of an Insurer or market experiencing financial difficulties, you may remain liable to pay any outstanding premiums and we are not responsible for any loss of funds due to you in respect of any claims.
- 4.7 If you have any concerns regarding any Insurers chosen to meet your insurance requirements, we will be available to discuss them with you.
- 4.8 If your insurance cover is placed via another insurance intermediary located outside the Channel Islands, your premium may be passed to that intermediary and will be subject to a legal and regulatory regime that is different from that of Jersey and/or Guernsey. In the event of the failure of the insurance intermediary, your premium may be treated differently than it would be if it were held by an insurance intermediary in the Channel Islands.
- 4.9 In conducting our business as a regulated insurance intermediary, we are obliged to abide by all applicable Regulations whether issued by the Jersey Financial Services Commission, the Guernsey Financial Services Commission or any other relevant competent authority.



5. How are we paid for our services?

- 5.1 Our remuneration for the provision of our Services shall typically derive from a combination of one or more of the following;
- a) A fee paid by you for our services, this can include but is not limited to, fees for managing your portfolio of business and fees for arranging premium financing. Details of our fees and how they have been calculated will be declared to you prior to being incurred;
 - b) commission, calculated as a percentage of the total annual insurance premium payable by you with the commission being paid to us by the Insurer;
 - c) an administration charge, in addition to any insurance premiums and/or fees, for administration of your policy, including inception, mid-term changes and policy cancellations. Administration charges apply in most circumstances including when (a) and (b) apply. Details of our administration charges will be provided to you prior to being incurred;

Administration Charges	
Commercial Policies	Up to a maximum of £40
Personal & Motor Policies	Up to a maximum of £20

- d) we may also receive payments from Insurers under a profit commission or profit-sharing arrangement; and
 - e) we may also earn income from Insurers or other sources in other ways. For example, we may receive income from Insurers for ancillary services provided solely on their behalf.
- 5.2 Where any fees or charges are anticipated, these shall be declared to you prior to being incurred, together with details of the services to which the fees or charges shall relate.
- 5.3 In circumstances where your policy of insurance has been terminated and your Insurer has returned pro-rata net premium to you, we shall be entitled to retain and deduct any commission from the net premium once received which would have been payable to us had the policy remained in place for the full period of contract as originally agreed.
- 5.4 Should you decide to terminate our appointment in relation to policies placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies, we are entitled to any outstanding commission which would have been due to us had we continued to act on your behalf. In such circumstances you will ensure that any replacement Insurance Broker appointed to administer such policy or policies in our place, will collect and remit the relevant commission to us in good time.
- 5.5 In the course of your Agreement with us, other charges may become payable. Where any likely charges are identified or anticipated, these shall be declared to you in advance of them being incurred.
- 5.6 No financial agreements we have with any Insurer shall prejudice your interests as a client of Islands Insurance Group. We shall always seek to act in your best interests when conducting market analysis and the placement of your business by providing Insurance Policies and Services that are most appropriate to meet your needs.

6. Your obligations

General Obligations

- 6.1 Your insurance is based upon the information provided to the Insurer.
- 6.2 You must make sure you inform your Insurer of any changes affecting your insurance whilst your policy is in force. Relevant information includes providing the Insurer with notice of any changes to your current address or contact information.
- 6.3 Where you are required to complete any proposal forms, claim forms or questionnaires, you are responsible for ensuring all answers or statements are complete and accurate. If you are aware of anything that you



feel would be material to the proposed policy, insurance or claim you should disclose it. If you are uncertain as to the relevance or significance of a particular piece of information for the purposes of your insurance, we recommend that you let us know and we shall be happy to discuss this with you.

- 6.4 You shall not instruct us to provide any services which would induce us to cause or facilitate a breach of any applicable Regulations, including (but not limited to): bribery; anti-corruption; anti-money laundering; or data protection laws.
- 6.5 You shall adhere to any conditions of payment agreed under the terms of any insurance policy. Premiums are typically payable on or prior to the commencement date of any policy, unless otherwise specified under the policy terms. Failure to comply with the agreed conditions of payment may result in the cancellation of your policy. Should we be required under the terms of any policy to settle any outstanding payment obligations of yours on your behalf, in all such cases we shall retain the right to recover the relevant sum(s) from you.

Consumer Policies

- 6.6 These are policies taken out for personal use only. You must take care to answer all questions honestly and not to make any misrepresentations. If you are unsure how to answer any questions, please contact us. If you provide details that are untrue, inaccurate, misleading or incomplete this may result in the Insurer refusing to pay a claim, altering the terms of your policy, reducing the amount paid for your claim or an increase in premium.

Non-Consumer Policies

- 6.7 These are policies taken out in connection with your business, trade or profession. You are required to make a fair presentation of the risk to an Insurer which discloses every material circumstance which you know, or ought to know, relating to the risk to be insured. This includes information known by your senior management and/or any persons ordinarily responsible for arranging insurance as well as information which would reasonably have been obtainable by virtue of a search of the information and resources available to you.
- 6.8 Information is material if it would influence the judgement of a prudent Insurer in deciding whether to provide insurance for the risk and if so on what terms. Your disclosure must be clear and accessible to a prudent Insurer or underwriter, substantially correct and made in good faith. This duty of disclosure will generally apply to Non-Consumer Policies placed by Islands Insurance Group which are governed by English law.
- 6.9 Failure to comply with this duty of fair presentation could mean that your insurance is void or that Insurers are not liable to pay all or part of your claims.

7. Your Policy Documentation

- 7.1 Before you buy or renew your insurance policy, you will be issued with written terms and conditions.
- 7.2 Typically, you will receive a written summary of the main terms of the chosen policy together with a policy document or insurance certificate which will set out fully and comprehensively the terms of your insurance policy and your obligations under it.
- 7.3 You should read and consider all relevant documentation carefully and notify us if you have any concerns. If you wish to amend any of the terms of the policy documentation, please set out your proposed amendments to us in writing, together with any additional previously undisclosed information which you feel may be relevant to your proposed amendment.
- 7.4 Upon receipt of your proposal, we shall engage with the Insurer to negotiate the desired amendment on your behalf. We will inform you in writing if your proposal is agreed to by the Insurer or otherwise.

8. Making a claim

- 8.1 Claims and/or circumstances that may give rise to a claim should be notified either directly to us or should you prefer, direct to your insurer(s) without delay.

Negotiation & Settlement

- 8.2 Where we have agreed to handle claims on your behalf, we will do so fairly and seek to secure as full and reasonable a recovery as we are able within the terms, conditions and limitations of the policy. We will not compromise the amount of any claim settlement without your prior approval. Where applicable, we will



provide you with written confirmation of the acceptance of the claim and the amount of settlement agreed by the insurer(s).

- 8.3 For large or complex claims, we reserve the right to charge an additional or separate fee (agreed with you in advance) to handle these on your behalf.

Services For Insurers

- 8.4 In relation to the claims process, we may provide and may be separately remunerated for limited services to the insurer(s), including but not limited to, claims handling and record retention and, in relation to surveyors, adjusters, lawyers, recovery agents and other third parties appointed by the insurer(s), by relaying instructions from the insurer(s), disseminating reports and collecting fees or other disbursements. These latter services may also be provided to the insurer(s) during the placing process.

- 8.5 In the event of us not being retained as your appointed advisor, the claims service we promote will be automatically terminated.

- 8.6 Subject to any lien, which we may be legally entitled to exercise, we will fully co-operate in the transfer of files and other documents to which you are legally entitled, and which are reasonably necessary for either yourself or another insurance intermediary to assume appropriate responsibility.

9. How we handle your money

- 9.1 When we act as an intermediary between you and your Insurers, we may hold money on your behalf when:

- a) paid by you to be passed on to your Insurer(s)
- b) paid to us by your Insurer, to be passed on to you
- c) paid by you to us for our services which has not yet been reconciled

- 9.2 The way we handle your money is designed to protect you in the event of our financial failure.

- 9.3 Any client monies held in relation to General Insurance premiums are held in a separate Insurance Broking Account on behalf of the Insurer.

- 9.4 Any bank interest earned on your premium (insurance money), while it is held in our Insurance Broking Account, will be retained by us. We are not obliged to seek your consent to retaining interest where we have reasonable grounds to believe that the interest earned will be no more than £20 per transaction.

10. Termination

- 10.1 Either party may terminate an Agreement between us by giving not less than 30 days' notice in writing to the other.

- 10.2 Notwithstanding anything else within this agreement, in circumstances where we reasonably believe that continuing to act on your behalf would result in us committing a breach of any laws, regulations or professional codes of practice, then we reserve the right to terminate any Agreement with you with immediate effect and shall not be responsible for any direct or indirect loss incurred by you or any third party as a result of our termination of such Agreement.

11. Policy Cancellation

- 11.1 The terms of your insurance policy contract may include the right for you to cancel your policy. Where this is the case and it is your intention to cancel your policy then please let us know and we shall take the necessary steps to process the cancellation on your behalf.

- 11.2 The terms of your policy will dictate the extent to which you are entitled to a refund of premium from the Insurer in the event of your cancellation. Some policies do not permit any refund of premium if the policy is cancelled during the period of insurance or may be subject to a specific minimum retained premium. We will draw this to your attention if your policy has such a condition.



- 11.3 If you are paying your premium via the Islands instalment scheme and you cancel your policy during the period, you agree that you will pay the outstanding balance to us where your Insurer does not allow a pro-rata refund of premium.
- 11.4 For certain policy types, we will require you to return documents to us before we can action the policy cancellation such as Insurance Certificates or Windscreen Discs (WIDs). You can return these documents to us either in person at one of our offices or by posting them to us.
- 11.5 Where paying by instalment scheme, you have a 14 day “cooling-off” period from the date of taking out the contract of insurance in which to cancel the policy. Unless cancelled from inception, premiums will be refunded in accordance with 11.2, otherwise all sums will be refunded without charge.

12. Assignment

- 12.1 No party shall transfer nor assign any rights or obligations under any Agreement to any third party whether in whole or in part without the prior written consent of the other, such consent not being unreasonably withheld or delayed.

13. Severability

- 13.1 The invalidity, illegality or unenforceability of any of the provisions of this agreement will not affect the validity, legality or enforceability of the remaining provisions in this agreement.

14. Complaints

- 14.1 We always aim to provide you with a high level of service and welcome feedback on your experience with us. If you are unhappy with the level of service received, please contact us so we can put things right:
- a) Write to; Head of Customer Services, Islands Insurance Group, Kingsgate House, 55 the Esplanade, St Helier, Jersey, JE1 4HQ; or
 - b) Telephone;
 - If you're an Islands customer; Jersey (01534) 835 383, Guernsey (01481) 710 731 or Alderney (01481) 824 100
 - If you're a Hepburns customer; Jersey (01534) 515151 or Guernsey (01481) 738080
 - c) Email the person you have been dealing with; or
 - Visit our website and complete the complaint form: islands.insure/complaints
- 14.2 Upon receipt, your complaint shall be dealt with in accordance with our internal complaints procedure as follows:-
- a) Your complaint will be acknowledged within 5 business days.
 - b) We will aim to resolve your complaint within 20 business days. If compensation or redress is offered, details of this will be provided to you. If we do not uphold your complaint, we will explain the reasons for our decision. If we expect it to take longer than usual to resolve your complaint, we will contact you to explain the reasons why and provide an estimation of when we expect to be able to issue our final response to you.
- 14.3 Having received our final response and proposed course of action, if you feel we have not resolved your complaint to your satisfaction you may be able to refer the matter to an independent third-party Ombudsman.
- 14.4 If you wish to refer your complaint, you can do so by contacting the Channel Islands Financial Ombudsman (CIFO). You can contact CIFO at PO Box 114, Jersey, JE4 9QG, by phone on (01534) 748610 (Jersey) or (01481) 722218 (Guernsey), by email at enquiries@ci-fo.org or online at www.ci-fo.org. You must contact CIFO within six months of receiving our final written decision or they may not be able to review your



complaint.

- 14.5 Alternative complaints procedures or dispute resolution processes may be applicable in territories or jurisdictions where we do business outside the Channel Islands. We will inform you if this is relevant to your complaint.

15. Maintaining your privacy

- 15.1 We are the data controllers of any personal data that you provide to us. The ways in which we process, use or share your information are set out within and governed by our Privacy Policy. To find out more about how we use your personal information and your rights, please see our Privacy Notice on our website at islands.insure/privacy-policy.
- 15.2 On occasion we may update the terms of our Privacy Notice which may alter the manner in which your data is collected, handled and used by us. We recommend that you review our Privacy Notice periodically and that you notify us should you wish to discuss any aspect of how we use your data.
- 15.3 On occasions we may accept instructions from someone other than the policyholder if we feel that by not doing so, we will prejudice the interests of the policyholder. On such occasions we will always seek to receive confirmation of these instructions from the policyholder.
- 15.4 All telephone conversations may be recorded for legal, training and quality purposes.

16. Anti-Money Laundering, Financial Crime & Counter Terrorist Financing

- 16.1 We are required to comply with all appropriate legislation, regulations and guidance notes. In order to fulfil our responsibilities, we may engage in Customer Due Diligence (CDD) and sanctions checking.
- 16.2 We ensure robust checking is in place to protect our customers. These processes are codified within our policies and procedures and reviewed periodically to ensure all requirements are met.
- 16.3 If you have reason to believe that you are or may be a Politically Exposed Person (PEP), are exposed to sanctions or manage an organisation rated as high risk or above by a financial regulator, you must inform us as soon as you become aware. Failure to do so may impact the validity of your Insurance should you need to make a claim.
- 16.4 Any data, information or records created, captured or stored by us are for internal use only, unless we have reasonable suspicion that activity requires notification to law enforcement agencies, insurers or any supplier or intermediaries who we should reasonably be required to put on notice of such suspicions.
- 16.5 We may request personal or corporate details from you and ask for proof of identity in a prescribed format, for example to see your passport or driving licence. Evidence of residence may be required in the form of an original utility bill.
- 16.6 We will only request such details and verifying documentation from you in circumstances where we are obliged to do so.

17. Conflicts of Interest

- 17.1 We will always aim to treat you fairly and avoid any conflicts of interest during the course of providing Services to you under an Agreement.
- 17.2 Circumstances may arise where our duty to act in your best interests may conflict with a corresponding duty to act in the best interests of another of our clients or another of our group companies, for example, where we are acting under a delegated underwriting or delegated claims authority as agent for your Insurer.
- 17.3 Where the insurance product meets your requirements, we may arrange insurance for you through our parent company, NFU Mutual. In these instances, we will ensure that our relationship with NFU Mutual does not conflict with our duty to you.



- 17.4 We follow strict internal conflict management policies and procedures which are in place to ensure that any conflict of interest which may arise shall not prejudice your interests in any way.
- 17.5 Should circumstances dictate that we cannot ensure a conflict of interest will not prejudice your interests, we will take reasonable steps to notify you of the circumstances and discuss your options with you.

18. Limitation of Liability

- 18.1 Please read the following information carefully as we include some limits and exclusions of our liability to you.
- 18.2 These terms do not exclude our liability to you in any way for personal injury or death caused by our negligence, fraud or fraudulent statements made by one of our employees or agents for or any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.
- 18.3 In addition, we are only liable for losses which are a foreseeable consequence of us breaking this contract. Losses are foreseeable where they could be contemplated by you and us at the time your information is shared with us. We will not be held responsible for any indirect losses which happen as a side effect of the main loss or damage which you suffer and which are not foreseeable by you and us at the time we enter into this contract, including, but not limited to: loss of income or revenue; loss of business; loss of data; loss of profits or contracts; loss of anticipated savings or waste of management or office time however arising, provided that this provision will not prevent you from bringing claims against us for loss of or damage to your physical property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- 18.4 In no circumstance will we be responsible for any losses which arise in connection with an event or series of events which is/are outside of our reasonable control.
- 18.5 You acknowledge and agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under these Terms of Business. This clause does not in any way limit or affect our liability to you as set out above.
- 18.6 To the extent permissible under Regulations, the aggregate liability of ourselves and our group companies to you, and where applicable, your group companies in respect of all losses howsoever caused, including those arising as a result of breach of contract, statutory duty, negligence or any other act or omission or breach of duty shall be limited to £10 million.

19. Intellectual Property

- 19.1 We (or our licensors) will retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, data, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you. We grant you a royalty-free licence to use those materials, but only for the purposes for which they were created under this agreement and only for as long as this agreement remains in force.

20. Governing Law

- 20.1 Unless we agree otherwise the law applicable to these Terms of Business will be:
- a) the law applying in that part of the United Kingdom, the Channel Islands or Isle of Man where you normally live or (if applicable) the first named policyholder lives.
 - b) in the case of a business or organisation the law applying in that part of the United Kingdom, the Channel Islands or Isle of Man where you have your principal place of business.
 - c) should neither of the above be applicable, the law of England and Wales will apply.



21. Language

- 21.1 All communication and any documentation relating to your insurance needs or policy will be in English.
- 21.2 If English is not your first language, we are happy, with your express consent, to discuss your policy with your authorised representative, however all policy documentation and written correspondence issued will be in English.

22. Variation of Terms of Business

- 22.1 We reserve the right to vary these Terms of Business from time to time, including during the course of provision of services without your prior consent. The main reasons we might make changes are (i) to respond to changes in our services or industry practices; (ii) to incorporate any legal or regulatory changes; or (iii) to improve the clarity and transparency of this agreement. Occasionally, other reasons may prompt us to update these Terms of Business.
- 22.2 If we have made any material changes to these Terms of Business, we shall make reasonable efforts to inform you of such changes before your policy is due to renew.
- 22.3 You will be bound by any revision of the Terms of Business upon publication on our websites at <https://www.islands.insure/about-us/terms-business>. You may request a copy of the latest Terms of Business at any time.