

# BREAKFREE HOLIDAYS LIMITED

## OUR TERMS OF BUSINESS

In these Terms of Business references to “we” or “us” are to BreakFree Holidays Limited (company registered number 05753643) whose registered office is at 54 Welbeck Street, London W1G 9XS.

Please note that these Terms of Business contain important information, which we are required to give to you by the Financial Services Authority.

We recommend that you carefully read these Terms of Business as they apply to the services, which we will provide to you. Please contact us if there is anything in these terms that you do not understand or with which you disagree.

### 1. Who Regulates us

1.1 We are the Appointed Representative of Optimum Underwriting Limited which is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates intermediaries as ourselves. It requires us to give you this document. Use this information to decide if our services are right for you.

1.2 Optimum Underwriting Limited's FSA Register number is 308041.

1.3 The permitted business of Optimum Underwriting Limited is arranging general insurance contracts.

1.4 The above information is available to check on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

### 2. Our Products

2.1 We only offer this travel insurance policy from a single insurance company.

2.2 We only sell travel insurance policies to individuals based in the United Kingdom (including the Isle of Man and the Channel Islands).

2.3 We do not provide advice or recommendation on different policies from any other Insurer. Accordingly, we do not provide advice on whether the policies we sell may be more or less suitable for your needs than those provided by other Insurers. We may ask some questions to narrow down the selection of policies that we may make available to you but you will need to make your own choice as to whether or not the policy offered is most suitable for you.

2.4 In issuing a Policy to you we are acting as the agent of the Insurer.

2.5 Your Policy documentation will confirm the basis of the cover, give details of the Insurer and be accompanied by a Policy Summary.

### 3. Terms of Payment

3.1 In the absence of any alternative terms which we agree with you in writing, we require full payment in cleared funds of the premium on or before the inception date of the Policy.

3.2 You will only pay a premium (including Insurance Premium Tax) relating to the Policy. We do not charge fees in addition for the provision of our services.

### 4. Cooling Off Period

4.1 On receipt of your payment we will use reasonable endeavours to send you your insurance documents within 3 working days. If you decide that you do not wish to accept the Policy, notify us in writing within 14 days of receipt and, provided you have not taken a trip to which the insurance applies and you have not made a claim, we will refund the premium paid by you.

### 5. Copy Policy Documentation

5.1 A copy of all our Policy Documentation is available on request.

### 6. Disclosure of Material Information

6.1 Failure to disclose all material information or any subsequent change in the information advised (i.e. information likely to influence the assessment of the risk) could invalidate the Policy. If you are in doubt whether any information is material it should be disclosed.

6.2 You must disclose to us, before the Policy is concluded, any fact or circumstance which is known to you (or which ought to be known to you) which is material to the risk. A fact or circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether he would take the risk.

6.3 Should you not act with good faith or fail to disclose any material fact or circumstance to the Insurer, the Insurer may avoid the Policy.

### 7. Fraud Prevention

7.1 In order to prevent and detect fraud we may at any time:

7.1.1 share information about you with other organisations and public bodies including the Police;

7.1.2 check and/or file your details with fraud prevention agencies and databases and if you give us false or inaccurate information and we and/or the Insurer suspect fraud, we and/or the Insurer will record this;

7.1.3 share information about you with other insurance companies, either directly or through a number of databases.

7.2 We and/or the Insurer will give your information to a regulatory body if they make an official request.

## **8. How We Hold Premiums**

8.1 The Insurer has agreed that premiums that we receive from you that are payable to the Insurer are held by us as agents on behalf of the Insurer. We do not hold any monies as agent on your behalf.

## **9 Claims**

9.1 Your Policy Documents will give you details of whom to contact in order to make a claim. If this information is not provided, or you require assistance, please contact us. We will then advise you as to what action is required and by whom. You will be required to provide full details of your claim. You will be advised as to how you should do this. When we deal with a claim we will always be acting on behalf of the Insurer.

9.2 You must notify the Claims Handler detailed in the Policy as soon as possible of a claim or circumstances which may give rise to a claim.

9.3 We will provide you with all reasonable assistance in submitting a claim and seeking to obtain reimbursement for you. However, in the event that the Insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts or outstanding or unresolved claims.

## **10. Confidentiality and Data Protection**

10.1 In order to provide you with our policies or services, we need to collect and process sensitive personal information (such as information regarding the state of your health) and other personal information about you and others who may be a party to the product you wish to purchase. We will only use this sensitive personal data for the specific purpose for which you provide it. Please ensure that you only provide us with sensitive information about other people with their express agreement.

10.2 We will however use and disclose the personal information we have about you in the course of arranging, placing and administering your insurance policy. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance policy.

## **11. Complaints**

11.1 We always aim to give fair and courteous service at all times but we recognise that sometimes you may feel unhappy with us and need to complain. To help us improve we appreciate your honesty in telling us about your experiences of our service.

11.2 Any Complaints about our service should be made in writing to:-

The Finance Director, BreakFree Holidays Limited, 54 Welbeck Street, London W1G 9XS. Please quote your policy number or any other reference in any correspondence as this is most helpful.

11.3 If, after making a complaint to us your claim is not dealt with to your satisfaction please contact The Managing Director, Optimum Underwriting Limited, Bales Court, Barrington Road, Dorking, Surrey RH4 3EJ.

If, after doing so, you are still unhappy and feel the matter has not been resolved to your satisfaction, please contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London WE14 9SR.

11.4 Any complaint you may have regarding your policy, or a claim notified under your policy, should be addressed as detailed in your Policy.

11.5 Our Complaints Procedure does not affect your legal rights.

## **12. No Waiver and Amendments**

12.1 A failure at any time by us to enforce any right or obligation shall not be deemed to be a continuing waiver of such right or obligation. No amendment or variation of these Terms of Business requested by you shall be valid unless confirmed in writing by our duly authorised officer or employee. We reserve the right to amend these Terms of Business at any time (including for the avoidance of doubt during the term of your insurance) by giving you not less than 7 days notice. We may freely assign or delegate all or any part of these Terms of Business or the services to any third party.

## **13. Prior Agreements and Acceptance**

13.1 These Terms of Business supersede all proposals, prior discussions and representations (whether oral or written) between us relating to the arranging and administration of your travel insurance policy. These Terms of Business constitute an offer by us to arrange and administer your travel insurance. You are deemed to accept our offer to act on the basis of these Terms of Business by conduct upon you instructing us to arrange, renew or otherwise act in connection with the issue of a travel insurance policy to you, unless you notify us otherwise.

## **14. Governing Law**

14.1 These Terms of Business are governed by and construed in accordance with the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.