

Terms of business



ROSSBOROUGH
Healthcare

Who we are

Rossborough Healthcare International Limited is a member of the Rossborough group of Companies (wholly owned by the A J Gallagher Group), now comprising a number of active Companies providing advice on a range of insurance and related services.

We act as your agent unless otherwise specified in these Terms of Business.

Your duty to give information to insurers

Your insurance is based upon the information provided to the insurer and you must ensure that all such information is complete and accurate and take reasonable care not to misrepresent any of the facts. The duty to disclose information continues during the life of the policy and at renewal – you must make sure you inform your Insurer of any changes affecting your insurance.

You are responsible for all answers or statements on proposal forms, claim forms or other material documents and you should ensure these are full and accurate.

Misrepresentation of the facts at the start of the policy or failure to advise the Insurer of changes to the risk during the period of insurance may invalidate your insurance cover and could mean that part or all of a claim may not be paid.

Market security

We assess the financial soundness of the proposed Insurers and markets we recommend using public information, including that produced by recognised rating agencies. However, we will not in any circumstances act as an Insurer nor will we guarantee the solvency of any Insurer or market used for your requirements. The decision regarding the suitability of any Insurer or market rests with you. If you have any concerns regarding any Insurers chosen for your insurance requirements, we will be pleased to discuss them with you.

Your duty to understand your policy documents

It is imperative that you read and fully understand the content of insurance policies and other correspondence you receive from insurance companies or us. Having read such documents, we will be happy to clarify any issues or questions you may have regarding their contents. We will not accept any liability whatsoever arising from a client's failure to read and fully understand the content of policies and other correspondence.

Rossborough fees and charges

We normally receive a commission from the provider of your Insurance. The cost of this commission payment is included in the standard charging structure for policies.

We may agree to charge a fee instead of receiving commission and where we do so this will be agreed in writing with you.

We also reserve the right to change the basis of our remuneration, should our terms of business change with your insurance provider.

To report a claim

Rossborough Healthcare cannot accept any liability for claims that are not covered by the Insurance provider to the policyholder(s). We strongly recommend that the policyholder(s) contact the insurer prior to making a claim so that pre-authorisation/approval may be given by the insurer. This should be done prior to the policyholder(s) incurring any costs; this ensures that the policyholder(s) will be fully informed of any liability they may or may not have. Please pay particular attention to any special terms applied to the policy by the insurance company and, in particular, to those terms listed in the – ‘What is not covered’ section. If you are not in possession of a policy handbook please contact Rossborough Healthcare.

How to amend Your policy

You can amend your policy by calling 01534 500500 (Jersey), 01481 241555 (Guernsey) or 01624 631639 (Isle of Man) or contacting your Account Manager

directly quoting your name and policy number. Inception of cover or changes to your cover are only effective when confirmed by Rossborough in writing. Amendments to benefits can only be made at renewal of your policy.

Renewing your policy

We will invite your renewal in good time prior to the renewal date, supplying you with the relevant information for your consideration to allow you to make an informed decision. Cancellation of the Direct Debit will not stop the renewal of the policy so you must notify Rossborough if you do not want to renew the policy.

Confidentiality/Data protection

All personal information about you will be treated as private and confidential (even when you are no longer a customer) except where the disclosure is made at your request, with your consent, in relation to arranging your insurance or where we are required to by Law.

Some or all of the information you supply to us in connection to your insurance proposal will be held on computer and may be passed to insurance companies for underwriting and claims purposes. Information supplied by you online may be used to contact you in connection with your enquiry. In addition, we may use some of the information to advise you of other products and services offered by members of the Rossborough Group. If you do not wish to receive such details,

please contact our Compliance Officer at the address shown to the right.

We may pass information about you to credit reference agencies if you require payments by instalments and may also pass to them records of your payment history with us. Information about you may be exchanged by your Insurer with other insurance companies for underwriting and claims handling purposes. In the event of a claim information may be passed to Loss Adjusters and/or repairers to assist with the handling of your claim.

The personal information that we collect from you may be processed outside of the European Economic Area (EEA) by staff who work for us or for our service providers. Where this happens we will take all reasonable steps to ensure your data is adequately protected. By disclosing your personal information to us, you indicate your consent to this processing.

By accepting these terms you consent to our use of your data in this way.

Under relevant Data Protection law you have the right of access to see personal information about you that is held in our records. If you have any queries, please write to our Compliance Officer at the address shown to the right.

Making a complaint

We are committed to providing you with a first class service but we recognise that there may be an occasion when you feel we may not have done this and wish to make a complaint.

Please write to us as follows:

- The Managing Director, Rossborough Healthcare International Limited , PO Box 28, 41 La Motte Street, St Helier, Jersey JE4 8NS. Or email healthcare@rossboroughgroup.co.uk and we will acknowledge your letter/ email within 24 hours and provide a further response within 10 working days. Please note that you cannot refer a complaint to any Financial Services Ombudsman until you have exhausted the Rossborough complaints procedure.

Financial services ombudsman

If your complaint is not resolved to your satisfaction you may be able to refer the matter to a Financial Services Ombudsman

- Isle of Man – Personal customers including sole traders, partnerships and trusts where all parties concerned are private individuals. You can contact the Isle of Man Financial Services Ombudsman on 01624 686500 or by email at ombudsman@iomoft.gov.im or online at www.gov.im/oft
- Jersey - The Channel Island Financial Services Ombudsman service is available for consumers, micro-enterprises and certain Channel Island Charities. You can contact the Ombudsman office at PO Box 114, JE4 9QG, by email at complaints@ci-fo.org or through the website at www.ci-fo.org Telephone 01534 748610.
- Guernsey (including Alderney & Sark) - The Channel Island Financial Services Ombudsman service is available for consumers, micro-enterprises and certain Channel Island Charities. You can contact the Ombudsman office at PO Box 114, JE4 9QG, by email at complaints@ci-fo.org or through the website at www.ci-fo.org . Telephone 01481 722218.

Law applied

Unless you agree otherwise with us, Guernsey law will apply when dealing with us.

Language

We will provide the Terms and Conditions of this policy, which apply for the duration of the contract and any communications between us and you in English.



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