



Our service terms

Consumer Terms of Business | Version: May 2026

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Important Information and Terms of Business

1. What this document is for

- 1.1 This document sets out the terms on which we agree to act for you when we are instructed to provide services to you. We will refer to it as the "Terms".
- 1.2 These Terms replace all proposals and prior discussions and statements, whether oral or written, between us in connection with the setting up and managing of your insurance.
- 1.3 If you do not wish to be bound by these Terms then you should not instruct us to set up, renew or otherwise deal with your insurance needs.
- 1.4 We recommend that for your own benefit and protection you should read these Terms carefully as they contain details of our statutory and regulatory responsibilities and your contractual obligations. It is a legal document, but we have tried to make it as easy to read as possible. If there is anything in these Terms that you do not understand please ask us for further information.

2. Who we are

- 2.1 In these Terms references to "we" or "us" are to the firm whose details are set out in the covering letter and policy that accompanies these Terms. We are a Managing General Agent – this means we act as an agent of your insurer.
- 2.2 We are part of the Ardonagh Group (www.ardonagh.com).
- 2.3 We are authorised and regulated by the Financial Conduct Authority ("FCA"). Our details can be found on the covering letter that accompanies these Terms and can be checked on the FCA Register at the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

2.4 Our FCA authorisations mean that we are allowed to:

- set up insurance policies;
- assist with the managing of insurance policies, all in connection with general insurance; and
- act as a credit broker for introducing customers who wish to pay for their premiums by monthly instalments to lenders or other finance providers.

2.5 As a managing general agent we have been given authority from insurers to perform a range of services on their behalf and we may receive commission and/or fees from those insurers for these services. These services can include the managing of insurance policies, the handling of claims for certain classes of business and, in some instances, agreeing and issuing insurance contracts on behalf of those insurers.

2.6 We also act in the capacity of manufacturer/co-manufacturer including pricing, design or development of insurance policies on behalf of insurers. Such products may be marketed as products of the Ardonagh Group, but will always be placed with an insurer outside of the Ardonagh Group.

3. The services we offer

3.1 Our services will normally include:

- on your instructions, setting up insurance cover with insurers;
- issuing policy documentation to you;
- helping you with any ongoing changes you wish to make to your insurance;
- and/or claims handling and administration.

3.2 We do not provide advice or a recommendation, so we may ask you some questions to narrow down the selection of products we can provide details on. You will then need to make your own choice about how to proceed.

3.3 We will explain the main features of the products and services we offer you, including details of the insurer, the main details and benefits of cover, any unusual restrictions or exclusions, any significant conditions or obligations which you must meet, and the period of cover.

3.4 If you need extra time to consider the products or services we have offered you, we will try to:

- confirm how long you have to accept the insurance on the terms we have offered;
- give you a written quote if you request one, including all the information we believe you need to make an informed decision; and/or
- provide you with a sample policy if you ask for one.

3.5 We might provide some of the services through other members of the Ardonagh Group.

4. What we charge and how we get paid

4.1 We may receive remuneration in respect of the placement, or renewal, of your insurance in the form of fees paid by you, in addition to the premium and/or commission agreed with insurers and forming part of the premium paid by you.

4.2 We will provide you with information on the nature and amount of the fees we charge before arranging, or renewing, your policy, and will also on request provide details of the commission we earn for that placement or renewal.

4.3 We may also charge you an administration fee for making a change to, or for cancelling, your insurance policy. The amount of such fee will be confirmed in writing to you prior to the change to your policy being made or cancellation of your policy.

Additional services

4.4 We may carry out services other than the placement, renewal, administration or cancellation of your insurance. Where we have agreed with you to provide such additional services, we shall be entitled to charge a fee. The amount of such fee will be confirmed in writing to you prior to such service being provided.

Other earnings

4.5 We may receive payments from insurers with whom we have arranged your insurance or from other third parties in connection with the insurance arranged for you, including:

where agreed by the insurers, we will obtain additional payments or fees from them for services we provide for them which are unconnected with any specific customer transaction;

- if the type of policy we sell reaches the specific sales and/or profitability targets set by the insurers, they may also pay us an additional bonus;
- referral fees where you have agreed to additional third party services (including, without limitation, valuation services), which are related to the insurance set up for you, and where such fees have been agreed by those providers;
- where you have taken out a finance agreement to pay for your insurance policy, commission from the lender which will usually be calculated as a percentage of the total annual amount of credit financed; and
- interest and investment returns when we temporarily hold money on behalf of you or the insurer.

4.6 You have the right to request information regarding any payment that we may have received by setting up and renewing each of your insurance policies. For contact information, please use the contact details on the letter or report that accompanies these Terms.

4.7 Unless otherwise stated in writing by us prior to arranging or renewing your insurance policy and except as stated in paragraph 8, we will be entitled to retain all fee and/or commission payments made to us, and claim from you any unpaid fees and/or commission we earn, in relation to your insurance policy including any commission resulting from any additional premium payable during your cover period. The circumstances in which this applies includes where the actual period of insurance is less than the full term, or you terminate these Terms before the expiry of any policy arranged by us on your behalf.

5. **Why it is important to tell us as much as you can**

5.1 When we set up your insurance we will ask questions on behalf of your insurer which you are required to answer. You must take reasonable care to answer all the questions accurately, to the best of your knowledge, and provide full answers and relevant details. You should also let us know if anything changes from what you have previously told us and the insurers.

5.2 If you do not answer the questions posed to you or do not do so accurately, we may have the right to impose different terms, reduce the amount of any claim payable or not pay it at all, cancel the insurance contract and in certain cases treat it as if it never existed.

5.3 If you are in any doubt or need further information, please tell us or speak to your usual contact (see "How to contact us" at paragraph 21 below).

6. **Paying for your insurance policy in full**

6.1 Unless you arrange to pay for your insurance policy by monthly instalments (see paragraph 7), our payment terms are as follows:

- new policies – full payment of premium and fees on or before the start date of the insurance policy;
- mid-term adjustments to existing policies – full payment of any additional premium and fees on or before the date the change applies from; and
- renewals – full payment of premium and fees on or before the renewal date.

6.2 We normally accept payment by bank transfer, debit or credit card, or monthly instalments. If we haven't already given you the relevant details, they are available on request.

6.3 If you fail to pay any premium or other fees due within the payment terms, your insurance policy may be cancelled from the start date or renewal date (as applicable) and any claims submitted may be rejected. Where you still owe payments, you may also be liable for any extra costs incurred to recover the outstanding amount owed to us or a third party appointed to recover the payment (in which case that third party will charge you directly).

- 7. Paying for your insurance policy in instalments**
- 7.1 We cannot advise or recommend how you should pay for the insurance policies we arrange for you, but you may prefer to pay for your insurance in instalments as part of a credit agreement. We can offer you the option to do this through a third-party provider.
- 7.2 Any third party finance provider is not part of the Ardonagh Group but is a separate entity authorised and regulated by the Financial Conduct Authority. If you do choose to pay your premium by instalments we will provide you with further information about your credit agreement and other important information within a document headed "YOUR PREMIUM INSTALMENT PLAN – What you need to know". Every effort will always be made to provide you with enough information, but please contact us if we can clarify anything for you.
- 7.3 We will only pass your details to a third party finance provider if you give us an instruction to do so. If your application for credit is accepted, you will receive a welcome letter, pre-contractual information, and a credit agreement. It is important to take the time to read the information sent by the third party finance provider and if you have any questions about the agreement you can contact us or the provider directly.
- 7.4 Where you are paying for your insurance by instalments as part of a credit agreement and an instalment payment is not received on or before the date when it is due to be paid, you agree that if we are instructed to do so by the third party finance provider, we may on your behalf cancel your insurance policy (or where the first instalment payment has not been received, treat the insurance policy as though it has not been taken up). You also agree that we may offset any refund of premium which may be received against any money which you owe to us and/or to the premium finance provider under your credit agreement with it. In such circumstances you will remain liable for any sums due in respect of the time your insurance policy is in place or for any other charges that may arise. You will also be responsible for putting in place any alternative insurance.
- 8. Cancelling or making mid-term changes to your insurance policy**
- 8.1 You can cancel or make changes to your insurance policy at any time simply by contacting us. Depending on when you cancel or what changes you make, different fees might be applied.
- 8.2 When you buy or renew your insurance policy, you will have 14 days (the "Cooling Off Period") to cancel your insurance policy. Your Cooling Off Period will be set out in your policy documents. This Cooling Off Period starts on the day you receive your policy documents.
- 8.3 If you cancel your insurance policy within the Cooling Off Period you will be charged for the period during which you were temporarily covered and other fees (such as an administration fee) may be applied by us or the insurer(s) to cover the costs incurred in setting up the insurance policy.
- 8.4 If you cancel your insurance policy after the Cooling Off Period has ended or if you make changes to your insurance policy during its term which reduce the cover provided under the policy, we may charge you for our time and costs. This will result in us reducing any amount we refund to you by the full amount of the commission and fees we would have received had you not cancelled or amended your insurance policy. This is because the majority of our costs are incurred either in initially setting up your insurance policy or in the annual renewal process. These costs are recovered through the commission we earn. If you cancel your insurance policy, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge we make will not exceed the cost of the commission and fees that we would have earned. Where the amount of the refunded premium is less than £10 (per policy) we will retain such amount, but where a mid-term adjustment or cancellation charge is made we will set it off against such charge. This paragraph does not otherwise affect any cancellation/refund rights which you may have.
- 8.5 You will find full details of the cancellation terms applicable to your insurance policy and any related charges that your insurer may apply in your policy documentation.

9. Making a claim or reporting a potential claim against your insurance policy

9.1 If you wish to make a claim or report a potential claim, please follow the instructions provided with your policy documentation, quoting your insurance policy number or other reference given to you.

9.2 If we need to be notified as well as, or instead of, your insurance company, we will have provided you with details and a telephone number at the time we sold you your insurance policy and/or in the documentation you received from us.

For some policies, insurers give us authority to act on their behalf in settling claims. This will be defined in the policy.

9.3 It is essential that you notify us promptly if you find out about something that may mean a claim is made against your insurance policy. You must do this even if you do not believe you are responsible. If you do not tell us straight away, we might refuse to accept a claim. If you receive any communication making allegations which could mean a claim is made against your insurance policy, you must pass it to us immediately, without replying to the person who sent it.

10. Renewing your insurance policy

10.1 We will write to you before the end of your insurance policy explaining what you need to do and, if we can renew your insurance policy, we will send you details of the cost and terms.

10.2 We may automatically renew the insurance policy where you have given us authority to do this to make sure you remain continuously insured. If we do, we will use the payment method you have provided to us to collect the renewal premium. You can ask us to stop taking payments automatically or change your payment method at any time by contacting us, although if you cancel your policy the fees described in paragraph 8 may apply depending on whether you are in the Cooling Off Period.

10.3 If you do not tell us that you do not want to renew your insurance policy through us and you have not given us authority to automatically renew the insurance policy (per paragraph 10.2 above), we may assume, that you need us to extend the renewal date of the policy to protect your interests relating to what you have insured for a short period of time, during which we will seek to confirm with you whether or not you wish to renew your insurance policy. We are not under an obligation to extend the renewal date of your policy in these circumstances, and if you choose not to renew your insurance policy, you will not be liable to make payment to us for the extended renewal period. In addition, if you have chosen to renew your insurance policy and you pay for this by direct debit or instalment payments, we will continue to accept payment from you unless and until you specifically notify us that you wish to cancel your insurance policy, and the fees described in paragraph 8 may apply depending on whether you are in the Cooling Off Period.

11. How we hold your money

11.1 We act as agent of the insurer when collecting or refunding premium payments. This means when you pay us, you have effectively paid the insurer. This is known as 'risk transfer'. Similarly, when we hold claims money, we hold that on behalf of the insurer which means you haven't been paid by the insurer for a claim until you (or a person appointed by you) are in receipt of the money. Any money we receive and hold on behalf of you during the course of our dealings such as premium payments, premium refunds and claims payments will be held by us on behalf of the provider with whom we arrange your policy as their agent in accordance with the terms of the provider's agency agreement. This means that when we have received your cleared premium, it is deemed to have been paid to the insurer. Our standard accounting practice is to take commission upon receipt of your cleared funds prior to payment of the premium to the insurer.

For the purpose of effecting a transaction on your behalf, we may pass your money to another intermediary, including those residents outside the UK, who would therefore be subject to different legal and regulatory regimes. In the event of failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the UK. Please inform us if you do not agree to this.

We always ensure total funds are held in either a Statutory Trust or Non-Statutory Trust Account in compliance with FCA rules.

11.2 We will take commission earned from insurers in connection with your insurance only after we have received your premium or received it from a third party provider on your behalf, as applicable. This may occur before payment of the premium has been made to the insurer depending on the terms of business we have agreed with the insurer.

11.3 Where we receive money on your behalf, for example refund premiums and claim cheques received from an insurer, we will deduct any amount you owe to us before making any payment to you.

11.4 Where we hold money in a non-statutory trust we may use the funds in that account as a short-term credit facility to fund another client's premium before it is received from that other client and/or to pay claims and premium refunds to another client before we receive the same from an insurer. We always ensure that the total funds held in the non-statutory trust account comply with the FCA rules to ensure you are protected from loss.

11.5 Between receiving any money from you and passing it to insurers, and vice versa, we may remove it from the trust account in which it is held, to another account to earn interest or other investment income from it. In such an event the account in which it is placed will be set up with the same trust protection as the account from which it is removed. To improve the efficiency of our business and maintain the right protection to you we may wish to transfer your money between companies within the Ardonagh Group, including between entities that are regulated by the FCA. In such circumstances we may transfer any money we hold on your behalf to a new bank account with the same trust protections as the existing account to ensure that the protection afforded to your money always remains in place. If bank account details are changed, you will be advised.

12. Conflicts of interest

12.1 Circumstances may arise where we find that we have a conflict of interest, or otherwise have a material interest in or related to a matter in which we are acting. For example, we may find that the interests of two clients for whom we act conflict.

12.2 We have conflict management procedures and we seek to avoid conflicts of interest, but where a conflict is unavoidable we will explain the position to you and manage the situation in a way which is designed to avoid prejudice to any party.

12.3 If a conflict arises for which there is no feasible solution, we will withdraw unless you wish us to continue to act for you, and you provide us with your written consent to that effect.

13. Confidential information

13.1 We and you will treat information received from the other relating to these Terms as confidential and will not disclose it to any other person except as may be necessary to fulfil our respective obligations under these Terms or as required by any applicable law or regulatory authority.

13.2 For the avoidance of doubt we shall be entitled to disclose such information relating to you (where necessary) as part of the normal course of our business, to insurers or reinsurers, actuaries, auditors, professional agents, advisers, investors, shareholders, a person considering the purchase of our shares or business, members of the Ardonagh Group, or to persons in order to provide our service to you.

14. Use of personal data

Geo Underwriting Services Limited (part of the Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you. For further information about the Ardonagh Group of companies please visit www.ardonagh.com/about-us/business-portfolio.

To enable us to provide you with products or services to meet your needs we will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code). Some of these details may also be required about other individuals who will benefit from the product or services we provide. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this Notice.

In some of our call centre operations we may routinely record telephone conversations, and on some of our websites we may record information about the website journeys that have been taken.

When conducting risk surveys or handling claims we may process pictures, videos or other media footage.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is contained in our Fair Processing Notice, full details of which can be found here: www.geounderwriting.com/fair-processing-notice This explains who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, details can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails you have received from us.

You can also contact us for general data protection queries by email to advisorydataprotection@ardonagh.com or in writing to The Ardonagh Advisory Data Protection Officer, The Octagon, Colchester, CO1 1TG. Please advise us of as much detail as possible to comply with your request.

15. Complaints and compensation

15.1 Our aim is to always provide a high standard of service to you. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. If you wish to complain please refer to the procedures detailed in your policy using the contact details provided:

- in writing (please mark your correspondence as "Complaint");
- by e-mail (please mark your correspondence as "Complaint"); or
- by telephone

15.2 In all cases please quote your insurance policy number or any other reference we have given you.

15.3 We promptly acknowledge complaints. Our complaints procedure is available on request and will be provided to you when we acknowledge receipt of any complaint that you make to us.

Lloyd's insurance policyholders

15.4 If your insurance is provided by underwriters at Lloyd's we will confirm this to you when acknowledging your complaint. If you are unhappy with our response to your complaint, you may be entitled to refer the matter to the complaints team at Lloyd's. Lloyd's will investigate the matter and provide a final response. Full details of Lloyd's complaints procedures are available at www.lloyds.com/complaints.

The Financial Ombudsman Service

15.5 If you feel that we have not been able to resolve any matter to your satisfaction after our complaints process or if you are unhappy with our decision, or one provided by Lloyd's (where applicable) or if we did not complete our investigation and issue our final response letter within eight weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service ("FOS") by post, phone or email.

Post: The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone: 0800 0234 567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

15.6 The FOS is an independent and free service for settling disputes between businesses providing financial services and their customers. Your right to refer a complaint to the FOS will depend on you meeting the relevant eligibility criteria. Further information on the FOS and whether you would be eligible to refer your complaint to them can be found on its website at www.financial-ombudsman.org.uk.

15.7 If you live outside the United Kingdom or if you refer not to deal directly with the FOS, you may be able to refer your complaint to a local dispute resolution provider.

15.8 Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to legal action will not be affected.

16. Financial Services Compensation Scheme

16.1 You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") if we or your insurer cannot meet our or its financial obligations to you. This depends on the type of insurance we have arranged for you, certain eligibility criteria, and the circumstances of the claim.

16.2 For example, the FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, ships liability, and credit.

16.3 Whether you are entitled to FSCS compensation will be subject to the relevant eligibility criteria.

16.4 Further information about the compensation scheme arrangements available from the FSCS and whether you would be eligible for FSCS compensation is available from the FSCS website at www.fscs.org.uk or by calling the FSCS on 0800 678 1100 (or +44 20 7741 4100 from overseas).

17. Limitation / Exclusion of liability

- 17.1 Our liability for losses suffered by you as a consequence of us performing our services negligently is limited in all circumstances to £10,000,000 in aggregate (for all claims made).
- 17.2 For any other claim arising out of our performance or non-performance of the services, our liability (whether in contract, negligence (including, without limitation, tort) or otherwise) is limited to the amount of fees which we have received in respect of the insurance policy to which the claim relates.
- 17.3 We will not be liable to you (whether in contract, negligence (including, without limitation, tort) or otherwise) for any indirect losses or any loss of profit, loss of business, loss of data, loss of anticipated savings, fines, compensation or additional borrowing, whether such losses are direct or indirect (that is, whether or not we or you could foresee those losses arising as a result of our performance or non-performance at the time we provided you with our services).
- 17.4 The duties and responsibilities owed to you by us under these Terms, are solely and exclusively owed to you by us. No employee of ours shall owe you any personal duty of care or be liable to you for any loss or damage, howsoever arising, as a consequence of the acts or omissions of such employee (including negligent acts or omissions), save to the extent that such loss or damage is caused by the fraud, dishonesty, wilful misconduct, or unauthorised conduct on the part of such employee. This paragraph 17 is intended to be enforceable by and for the benefit of our employees.
- 17.5 Nothing in this paragraph 17 will exclude or limit our liability for death or personal injury caused by our negligence or for loss caused by our fraud, wilful misrepresentation, or breach of the regulatory obligations we owe to you.

18. Termination of these Terms

- 18.1 You or we may terminate our authority to act on your behalf by providing at least 30 days' notice in writing (or such other period we agree).
- 18.2 If you cancel or fail to renew your insurance, these Terms will terminate unless we have agreed to continue to provide claims administration

services in which event these Terms will continue to apply to the provision of those services.

- 18.3 We may terminate these Terms on immediate notice in writing to you:
- if you are in material breach of any of these Terms;
 - if you fail to pay any premium, fee or any other sum owed by you to us, by the date on which it falls due;
 - if you breach any regulation or law or, by your act or omission, cause us to breach any regulation or law, or to be subject to any fine, sanction, penalty or censure imposed by a regulatory body or to be subject to the threat of any such fine, sanction, penalty, or censure;
 - if any regulatory body having jurisdiction over us or you requires these Terms to be terminated;
 - upon your bankruptcy or insolvency;
 - upon your entering into a voluntary arrangement with your creditors; or
 - on your death.
- 18.4 If we consider that we cannot act for you (or continue to act for you) because we reasonably believe that to do so could breach any laws, regulations, sanctions, or professional rules, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.
- 18.5 On termination of these Terms for any reason:
- any transactions already initiated by you will be completed according to these Terms unless we agree otherwise in writing;
 - you will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain in full any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of termination; and
 - termination is without prejudice to any rights that have accrued under these Terms or any other rights or remedies.

18.6 Termination of these Terms for any reason shall not affect the continuance in force of any provision which is expressly or by implication intended to continue in force after termination.

19. No waiver or amendments and our right to assign

19.1 Any delay on our part in enforcing any of our rights under these Terms, either in whole or in part, will not be deemed to be a waiver by us of such rights.

19.2 Neither we nor you may amend these Terms at any time during the period of your insurance unless we both agree to any such changes or unless they are required to reflect a change of applicable law or regulation, in which case we may make amendments to these Terms and they will be deemed to be accepted by you. Whenever possible, we will provide at least one month's written notice to you before any such changes take effect.

19.3 We may freely transfer, assign, sub-contract, dispose of, or delegate all or any part of these Terms and/or the services provided under these Terms to any third party. In the event that we transfer, assign, sub-contract, or delegate all, or any part, of these Terms to a third party, your rights under these Terms will not be adversely affected.

19.4 You shall not be entitled to assign any of your rights, or sub-contract any of your obligations, under these Terms except with our prior written consent.

20 Insurer solvency

We monitor insurer solvency on an ongoing basis and endeavour to place business with insurers with adequate levels of financial solvency. However, we cannot guarantee the solvency of any insurer and shall not be liable for losses suffered by you in the event of the insolvency of an insurer.

21 How to contact us

If you need to contact us, please do so using the details on the covering letter or report that accompanies these Terms.

22 Third party rights

Except as stated in paragraph 17 and except for a member of the Ardonagh Group, a person who is not party to these Terms, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of the Terms contained in these Terms.

23 Severability

The invalidity, illegality, or unenforceability of any of the provisions of these Terms will not affect the validity, legality, or enforceability of the remaining provisions in these Terms.

24 Governing law and jurisdiction

These terms are governed by English law and wherever you live, you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Elite Rowing is a trading name of Geo Underwriting Services Limited authorised and regulated by the Financial Conduct Authority. FCA Registered Number 308400.

Registered Address: 2 Minster Court, Mincing Lane, London, United Kingdom, EC3R 7PD. Registered in England and Wales. Company Number: 4070987.

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