

Terms and Conditions of Business

v21.3 Effective from March 2021

Since 1869 Jersey Mutual Insurance Society has been exclusively owned by our members. With 27 directors personally serving your 12 parishes, we are committed to providing you with the highest level of service at all times. Because all of our profits are invested back into the Society, we are always working to stabilise premiums, increase cover and improve our service to you.

Interpretation

Board	The Board of Administration of the Society formed in accordance with Rule 2 of the Fundamental Rules
Commission	Jersey Financial Services Commission
Fundamental Rules	The Fundamental Rules of the Jersey Mutual Insurance Society as set out in the Jersey Mutual Insurance Society, Incorporated (Alteration of Rules) (No. 7) (Jersey) Law 2014
Law	Insurance Business (Jersey) Law 1996
Member	a policyholder of the Society
Policy or Policies	the policy or policies of insurance held between you and the Society
Proposal Form	the proposal form made between you and the Society for the purposes of becoming a Member and receiving a Policy
Society	Jersey Mutual Insurance Society
Terms	these terms of business as amended or updated from time to time
You	the client described in the Policy or the potential Member

Introduction

The Society is owned by its Members and is governed by a Board of Directors who are selected in accordance with the Fundamental Rules. The Society's Fundamental Rules are incorporated within these Terms (a copy of which is available on our website: www.jerseymutual.com or in hard copy upon request).

The Society is regulated by the Commission under the Insurance Business (Jersey) Law 1996.

Under Article 7 of the Law (and the classes stipulated under Schedule 1, Part 2 of the Law), the Society holds a Category B permit and is authorised to conduct General Insurance Business for the following classes of General Business: 1 (Accident), 8 (Fire and natural forces), 9 (Damage to property) and 13 (General liability) in and from within Jersey, 16 (Miscellaneous financial loss).

These Terms apply to all Policies and Members unless the Society negotiates variations to them or agrees that they will not apply. The Terms may be modified from time to time and any material changes will be notified to you in writing. Following such written notice you will be deemed to have agreed and accepted the modified Terms.

Insurance policy, Membership

As part of our Policy process we shall arrange for one of our Directors to visit your premises to assist, where necessary, in the completion of the Proposal Form.

The Board shall determine the nature of the information required from any potential Members (Rule 8 of the Fundamental Rules).

Until you become a Member and in accordance with Rule 8 of the Fundamental Rules you are liable to pay the Society for all 'time on risk' subject to the discretion of the Board.

The 'time on risk' provided by the Society shall be considered 'provisional insurance cover' until your Proposal Form has been accepted or rejected by the Board.

'Time on risk' is the period between the Society orally agreeing insurance cover with you and rejection or approval by the Board of the Proposal Form in accordance with Rule 8 of the Fundamental Rules.

Claims

Non – Liability

Claims or potential claims may be made in writing or by telephoning the Society on 734246. The Society shall arrange for one of its Directors to make contact with you to discuss your claim. Should the matter be more complex a local independent Loss Adjuster may be appointed at the sole discretion of the Society.

You will be required to pay a policy excess for any and all claims in accordance with your Policy unless otherwise agreed in writing by the Society.

Your Policy document provides details on how to make a claim.

All non - liability claims must be notified to the Society verbally or in writing within 7 days of the date upon which the Member first became aware or should reasonably have become aware of the potential loss or damage (such judgment to be at the sole discretion of the Board). Failure to notify the Society in accordance with these Terms may, at the sole discretion of the Board, result in the loss of all rights to make a claim in respect of such damage or loss.

Liability

You must immediately notify the Society of all incidents or allegations that may result in a claim being made against you by any third party that will affect the Policy. Notification to the Society must be made without acknowledgement or admission of liability/responsibility to any such third party.

Security

At present there are no Island specific Financial Services Compensation Schemes in which Members may seek independent policy protection. Furthermore as a Jersey Incorporated insurer, the Society is unable to subscribe to any similar UK arrangements.

The Society has accumulated considerable reserves and established extensive reinsurance arrangements which provide additional Member protection. However, under Rule 16 of the Fundamental Rules, should the Society's funds and capital reserves become insufficient to meet the claims made against the Society, the Members shall only be required to make a contribution payment of up to a maximum of £5.00.

Payment Terms

Payment terms (which apply to all Members in the absence of any alternative terms agreed with the Society) apply as follows:-

- New policies – full payment is required within 30 days of receipt of the First Premium Request.
- Mid-term adjustments to existing policies – full payment is required within 30 days of receipt of the Additional Premium Request.
- Renewals – full payment of the Policy premium within 30 days of the expiry date.

Failure to pay any of the above sums will result in cessation of the relevant Policy or Mid-term adjustment (as stated in Rule 8 of the Fundamental Rules) and any claims submitted may be rejected at the sole discretion of the Board.

Payment may be made by cheque, debit or credit card and BACs transfer.

Refund of Premiums

In certain circumstances amendments to your Policy may generate a refund of premium. This may occur where, for example, certain items are removed from the policy cover or the Policy is cancelled.

The Society will return such refunds of premium within a reasonable time, however where the amount of the refund is less than £10.00, the Society will retain such amounts and apply them to the Society's reserve fund.

Administration Fees

The Society does not currently charge administration fees for arranging Policies.

Complaints

It is our intention to provide a high level of service to our Members at all times. However, should you have reason to complain about our service or products, we are committed

to resolving the matter fairly and promptly through internal complaints handling procedures. In summary we confirm that Members can register a complaint either:-

1. By writing to: -
General Manager (or Deputy Manager)
Jersey Mutual Insurance Society
74 Halkett Place
St Helier
JE1 1BT
or
2. In person at the above address
3. By telephone on 01534 734246 or fax on 01534 733381
4. By Email : info@jerseymutual.com

If the Society does not complete its investigation of a complaint within 3 months or you are not satisfied with our final decision you may be entitled to refer your complaint to the Channel Islands Financial Ombudsman (“CIFO”) at: -

Channel Islands Financial Ombudsman
PO Box 114
St Helier
JE4 9QG

E.mail: enquiries@ci-fo.org ;
Website: www.ci-fo.org
Telephone Number 01534 748610

Full details of the Society’s complaints handling process and your potential entitlement to refer your complaint to CIFO is provided in our Guide to Complaints, a copy of which is available upon request.

Duty of Disclosure

It is your responsibility to provide complete and accurate information to the Society when you take out your insurance policy, throughout the life of the policy and when you renew it.

You must ensure that all statements made on the Proposal Form, Claim Forms or any other documents are true, full and accurate.

Failure to disclose material information at the start of the Policy or of any changes during the period of insurance may invalidate your insurance cover and could mean that part or all of a claim may not be paid. For the avoidance of doubt, any/and all Policies may be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

Your Policy may also be voidable if there is any material alteration to the insured property or any material change in the facts stated in the Proposal Form or other facts supplied to the Society unless the Society agrees in writing to continue the insurance.

Any renewal of insurance will be made in reliance upon

the information provided by you in connection with your previous insurance policy and the Society will assume that such information remains correct unless you tell us otherwise. Failure to notify us of any changes may invalidate your Policy or Policies.

Confidentiality, Data Protection and Money Laundering

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

We will use and disclose the information we have about you in the course of administering your insurance. This may involve passing information about you to our reinsurers, independent Loss Adjusters/Assessors and other carefully selected companies whose products and services we feel may be of interest.

The Society is obliged to take reasonable steps to safeguard against the risk of financial crime. To help achieve this we may ask you to provide additional information relating to insurance transactions you ask us to undertake on your behalf.

The Society is registered as a Data Controller with the States of Jersey Data Protection Registrar in accordance with the Data Protection (Jersey) Law 2018. You have a right to request access to personal information about you that is held in our records and to ask us to correct any inaccuracies. If you have any queries, please write to our: -

Compliance Officer
Jersey Mutual Insurance Society
74 Halkett Place
St Helier
Jersey
JE1 1BT

General

No variation to any Policy shall be effective unless it is agreed in writing and signed by the Society.

A waiver of any right under the Policy or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by the Society in exercising any right or remedy under the Policy or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Applicable Law and Jurisdiction

These Terms shall be governed and construed in accordance with Jersey Law and the parties submit to the exclusive jurisdiction of the Courts of Jersey.