



## **TERMS OF BUSINESS AGREEMENT**

### **Introduction**

This Terms of Business Agreement (TOBA) sets out the nature and scope of the services Premier Choice Group will be providing to you and other information required by law. By instructing us to act you will be deemed to have accepted this Agreement. This Agreement can only be varied by agreement in writing between us.

### **About The Premier Choice Group and Who Regulates Us**

Premier Choice Group (PCG) is not a legal entity but is a Holding Group consisting of three member companies: Premier Choice Healthcare Ltd, Premier Choice Lifecare Ltd and Premier Choice Employee Benefits Ltd. Premier Choice Healthcare Ltd is Authorised and Regulated by the Financial Conduct Authority and its Financial Services Register number is: **312878**. Premier Choice Lifecare Ltd and Premier Choice Employee Benefits Ltd are Appointed Representatives of Premier Choice Healthcare Ltd.

Our permitted business is to sell and administer general insurance products. You can check this information on the Financial Services Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 1116768.

### **Our Service to You**

We will advise and make a recommendation for you after we have assessed your needs for:

- Private Medical Insurance (UK and International)
- Group Protection/ Employee Benefits (Income protection, Critical Illness and Life Insurance)
- Individual Protection – Personal Family and Business (Life Insurance and Critical Illness)
- Family Income Benefit
- Income Protection
- Travel Insurance
- Dental Insurance
- Cash Plans

In making our recommendation we will carry out a comprehensive and fair analysis of the market. This means that we will compare products from a wide range of Insurers in terms of the cover provided, quality of service and other relevant features. In arranging insurance for our customers, we act as an independent intermediary and act on your behalf. Our service includes: advising you on your insurance needs, arranging your insurance cover with the recommended insurers and helping you with any ongoing changes you have to make. Where you ask us to we will provide advice and assistance on claims matters, however we will not become involved in the claims process in any other way and will not be involved in payment of claims. Claims generally are handled directly by insurers.

Where received by us we will forward policy documentation to you.

### **Your Responsibilities**

#### *Disclosure of Information and Changes in Circumstances*

#### *Consumer Insurance Contracts*

You are responsible for providing us and the insurers with the information we request from you to enable us to seek the cover you require. It is important that you understand that any information, statements or answers made by you to us or the insurers are your responsibility and must be accurate and complete. Any failure to answer questions honestly, carefully and accurately may invalidate your insurance cover in part or whole. Please do consult us if you are in any doubt on any

aspect. Further information on your duty to take reasonable care in answering questions will be detailed in your statement of demands and needs.

#### *Commercial Contracts*

**Duty of Fair Presentation:** In order to fulfil our collective duty with you to provide the insurer with a fair presentation of the insurance risk involved, you must disclose every material circumstance which you know or ought to know, or failing that, you must provide the insurer with sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

A 'material circumstance' is one which would influence the judgement of a prudent insurer in determining whether to take the risk and if so on what terms and it is our collective duty to carry out a reasonable search in respect of these circumstances.

Examples of such circumstances could be any ongoing serious medical conditions such as cancer and heart conditions as well as planned medical treatment. Please note these examples are for illustrative purposes only and are by no means exhaustive or conclusive.

It is important that you understand that any information, statements or answers made by you to us or the insurers are your responsibility and must be correct. Any failure to disclose material facts to the insurer or any inaccuracies in your answers may invalidate your insurance cover in part or whole.

Please note that not only does this apply at the commencement or renewal of your policy but also at any time during the lifetime of your policy. You should therefore advise us as soon as reasonably practical of any changes in your circumstances (including changes of address) which may affect our service to you or the cover provided under your policy. This should include any changes to scheme membership (if relevant).

#### *Importance of Reading Your Policy Documentation*

You are responsible for reviewing the evidence of insurance cover and other related documents which will be sent to you to confirm that it accurately reflects the cover, conditions, limits and other items that you require. Particular attention should be paid to policy conditions as failure to comply may invalidate your cover. If there are any discrepancies, please contact us immediately.

You are advised to keep copies of all documentation sent to or received from us for your own records

#### *Payment of Premiums*

You must provide settlement with cleared funds of all monies due in good time, direct to an Insurer in accordance with the payment date(s) as specified in either the policy documentation or other relevant payment documentation (payment date). Failure to pay by the payment date may lead to insurers cancelling your policy. Premiums will include insurance premium tax at the prevailing rate (where applicable).

#### **Client Money**

We are unable to hold client money in any way.

#### **Our Remuneration**

Our remuneration may be a fee paid by you or as a commission paid by the insurer. Should we decide to charge a fee for our services this will be discussed with you and confirmed in writing.

If you require us to disclose the level and indemnity term of our commission receivable from an Insurer, please ask and we will send you a letter setting out the amount we receive. This applies to both consumer (Individual) clients, and commercial (Group) clients. If you are a client with an individual protection product, then we will automatically inform you of the level of commission we earn from the Insurer at the quotation stage.

On occasion we may be remunerated by both commission and a fee.

### **Cancellation within the cooling off period – Consumers Only**

We will give you enough information and help so you can make an informed decision before you make a final commitment to buy your insurance policy. If you are a consumer (that is an individual buying insurance for personal use only i.e. wholly outside your business or profession) you will have the right to cancel your insurance policy within 30 days for pure protection policies e.g. term life or critical illness or 14 days for general insurance e.g. private medical insurance or travel.

The cancellation period begins (the later of):

- the day of the conclusion of the contract (for general insurance contracts),
- the day after the customer was informed that the contract was concluded (for pure protection contracts); or
- if later, the day after the customer receives full policy documentation.

You may be required to pay for the time on risk should you invoke cancellation and this will be at the discretion of the insurer.

### **Cancellation of this agreement**

Our arrangement may be terminated by either party upon the giving of notice in writing to the other party. In the event our services are terminated by you, we will be entitled to receive all fees payable and any commission(s) payable in respect of the current policy year.

### **Confidentiality and Data Protection**

We will treat any information in our possession which relates to you as confidential. It will be necessary, however, for us to disclose information that you consider confidential to insurers or other parties, when acting on your behalf, where we reasonably consider such information to be material to the risks being covered, or for internal review and audit purposes. Likewise, we may disclose to third parties' certain industry wide statistics or other information which may include information relating to you. Any sensitive information will be handled appropriately and information specific to you will not be identified without your consent. It may be that PCG uses the I.T. services of companies outside of the UK. These services will be limited to the development and maintenance of our I.T. systems. In these circumstances we will ensure appropriate safeguards are in place to protect your information. It is our policy to retain documents and sensitive personal information about you in electronic or paper format for a minimum of 6 years.

*Personal Data* – This section only applies to data for natural persons, i.e. individuals and not companies or corporate entities, but it does include employees on a group scheme, on behalf of whom the Group Secretary is acting. You agree that any personal and sensitive personal information provided by you may be held by PCG and your insurer(s) in relation to your insurance cover. Premier Choice Healthcare Ltd complies fully with the requirements of the Data Protection Regulations. Such information may be used by PCG or your insurers' relevant staff in making a decision concerning your insurance and for the purpose of servicing your cover and administering claims. We reserve the right to open certain correspondence addressed to you and marked Private and Confidential that is sent via our offices in order to discharge the services we provide to you. Where other companies and/or third parties provide services to PCG, then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions, such as processing business and obtaining compliance and regulatory advice, you are aware that sensitive personal information held by us may be disclosed on a confidential basis to such companies. Such companies will themselves be bound by specific legal undertaking to maintain full confidentiality in line with Data Protection Act requirements. Your personal data will not be divulged to any other third party not already mentioned in this agreement without your explicit consent.

By transacting business with PCG you are consenting to these terms and giving your agreement to allow us to handle this Data as above, in order to give you appropriate advice. **If you disagree with this statement, we require you to advise us in writing.** Under Data Protection Legislation, you can ask us in writing for a copy of certain personal records held about you. We may request a fee of up to £10-00 for this service.

### *Use for Marketing Purposes*

We (PCG) may use, analyse and assess information held about you to give you information about products and services from members of the Premier Choice Group, and those selected third parties which we think may interest you by phone, post or other means. We may pass this information to other members of the PCG so that they may do the same. We may also allow a Client, where requested, to have the ability to access our electronic on line filing and data base system in order that they may view their own files in real time, and also have the ability to download selected scanned documents. If you

do not wish to receive information concerning other PCG products and services, then please advise your usual PCG contact accordingly.

**If you are not happy with our service**

It is our intention to provide you at all times with a high level of customer service. However, if you have any reason to be unhappy with the arrangement or servicing of your insurance, please contact: -

**Ann Daniels, Chief Executive Officer**, Premier Choice Healthcare Limited at the address at the bottom of this agreement or by emailing her on [anndaniels@pch.uk.com](mailto:anndaniels@pch.uk.com)

If you remain dissatisfied following our final response to your complaint you may refer your complaint to the Financial Ombudsman Service. Their contact address is as follows: -

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR  
0300 1239123  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Are we covered by the Financial Services Compensation scheme (FSCS)?**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without any upper limit. Further information about the compensation scheme is available from the FSCS

**Introducer Arrangements**

We have an Introducer Arrangement in place with an Independent Financial Adviser (Regulated by the Financial Conduct Authority) for the purposes of making introductions only for advice on investment linked products. Where it is relevant, such introductions will be made with the client's agreement.

**Third Party Rights**

Unless otherwise agreed between us in writing no term of this Agreement is enforceable under the Contracts (Right of Third Parties) Act 1999, except by a member of the PCG Group of companies.

**Governing Law**

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.

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