

## **Premium Medical Protection Ltd**

### **Terms of Business**

Please read this document carefully as it sets out the terms on which we agree to act for you and contains details of our regulatory and statutory responsibilities. Please contact us if there is anything in these terms of business that you do not understand or with which you disagree.

#### **ABOUT US AND OUR SERVICES**

We are an insurance intermediary, and not an insurer, responsible for providing you with advice on and helping to arrange your medical indemnity insurance policy. We are subject to the laws of agency and will always act in your best interests.

We only offer and advise on the suitability of products from a single insurer, Berkshire Hathaway International Insurance Ltd. We do not give advice on the basis of a fair analysis of the market.

When arranging premium instalments, we act as a credit broker and not a lender. We only offer instalment facilities from Close Brothers Premium Finance.

We are an Appointed Representative of Harley Street Insurance Group Limited, which is authorised and regulated by the Financial Conduct Authority (FCA) under firm registration number 570717. These details can be checked on the FCA's Register by visiting the FCA's website: [www.fca.gov.uk/register/](http://www.fca.gov.uk/register/) or by contacting the FCA on 0800 111 6768.

Our registered address is Unit 25, Athena Court, Athena Drive, Tachbrook Park, Warwick CV34 6RT; our Companies House registration number is 07098260.

We and Harley Street Insurance Group Limited are wholly owned subsidiaries of Berkshire Hathaway International Insurance Ltd, which is an insurer authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. We have common and shared directors with Harley Street Insurance Group Limited.

#### **REMUNERATION**

We are remunerated by commission paid to us, which is taken from your premium, by the insurance company that underwrites your policy. You may request details of commission from us. In addition, we charge policy and claims administration fees. These are specified in your quote document and policy schedule. If you cancel your policy prior to the expiry date, we will retain these fees. We may also receive commission from finance providers where premiums are paid by monthly instalments.

#### **CLIENT MONEY DISCLOSURE**

We receive the premiums you pay to us as agent for the insurers. This means that, in effect, premium has been paid to the insurer as soon as it is received by us. So, if (for any reason) we do not pay those monies to the insurer, you cannot be obliged to pay again. Such money will be held within a separate insurance premium account. Any interest earned on the account will be retained by us.

#### **POLICY DOCUMENTATION**

We aim to produce evidence of cover in a timely manner. This will confirm the basis of the cover, and give details of the Insurer. Prior to the conclusion of the contract you will be given a statement of demands and needs. You will be provided with renewal terms in good time before expiry of the

policy, or we will notify you that renewal terms are not being offered. You will be given an explanation of any changes, where necessary and in good time, which might appear in your policy. You are advised to read any documentation as soon as you receive it to understand its full terms and conditions and how they affect your own and the Insurer's obligations. Please contact us immediately if there is anything in it that you do not understand. Failure to comply with the terms and conditions of the cover provided may mean that the Insurer will not pay your claim. For some types of insurance cover it is possible that a claim may be made under an insurance long after its expiry date and it is therefore important you keep such documents safely.

### **DUTY OF DISCLOSURE**

Insurance is based on the information that you give to the insurer and if this information is wrong or incomplete, there may be adverse consequences: claims may not be paid in full or at all, your policy may have special terms imposed or be cancelled, your policy may be voided, and the premium paid may not be returned. If you are in doubt, please seek independent advice or contact us for clarification.

You must provide us with a "fair presentation" of the risk. This is one:

1. which discloses every "*material circumstance*" which you know, or ought to know, or which puts the insurers on notice that it needs to make further enquiries for the purpose of revealing those material circumstances, and
2. in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.

A "*material circumstance*" is one which would influence the judgment of a "*prudent insurer*" in fixing the premium or determining whether to cover the risk. You must make this disclosure in a manner which would be reasonably clear and accessible to a "*prudent insurer*".

### **CHANGES IN CIRCUMSTANCES**

You must advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance contract.

### **PREMIUMS**

You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in our payment requests. Failure to meet the payment date may lead to Insurers cancelling your policy. Where Insurers have specified that the premium must be received by a certain date, failure to comply can result in the automatic termination of your insurance contract.

### **CLAIMS**

You must provide notice of any circumstances or incidents which might reasonably be expected to give rise to a claim as soon as possible. All information relating to claims can be found within the policy wording.

### **COMPLAINTS**

We aim to provide you with the highest levels of customer service at all times, however, should you wish to make a complaint you should do so by contacting our Customer Services Manager. You can do this in writing to:

In writing to: Rachel Stanley, 25 Athena Court, Athena Drive Tachbrook Park, Warwick CV34 6RT  
By email: [r.stanley@premiummedicalprotection.com](mailto:r.stanley@premiummedicalprotection.com)  
By Telephone: 0345 163 0053

If we are unable to resolve your complaint by close of business on the third working day after receipt an acknowledgement will be sent no later than 5 working days after receiving your complaint confirming who is dealing with the complaint and when we will expect to respond to you. Within 8 weeks of the date we receive a complaint we will provide you with our final decision.

If you remain dissatisfied you can refer your case to the Financial Ombudsman Service, Exchange Tower, London E14 9SR, telephone 0800 0234567 or fax 020 7964 1001. Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### **FINANCIAL SERVICES COMPENSATION SCHEME**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU; telephone 0800 678 1100 or 020 7741 4100 email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

#### **MONEY LAUNDERING/PROCEEDS OF CRIME ACT**

UK money laundering regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request.

#### **CONFIDENTIALITY**

We will only use your information on the basis that it is necessary to administer your insurance contract or help you make a claim. Where we need to pass information to other firms, it will only be for that purpose. These firms will be Insurers, other insurance brokers and firms handling claims. It includes finance providers and firms that process or administer our records.

When we contact you, it will either be for the above reason, or because we have a legitimate interest in marketing related products. For any other marketing it will only be with your consent and you will be able to withdraw your consent or unsubscribe easily at any time.

Your information may be passed to USA under the Privacy Shield arrangement, but only for the above purposes. The law is different but a similar level of protection applies.

If we need to obtain information which is by nature sensitive, we will only do so on the basis that it is in the public interest - for example to fight crime, prevent fraud or to make sure insurance is available.

As an Appointed Representative of Harley Street Insurance Group Limited, all information we process is available to that firm, but only for the above purposes.

For more information about how we handle your data please see our Privacy notice.

**CANCELLATION**

Cancelling a policy may work out expensive for you – please speak to us first. In some cases there may be very little refund and in fact you may have to carry on paying your instalments. Our charges and those of the insurers are not refundable.

**LAW AND JURISDICTION**

These terms of business shall be governed by and construed in accordance with English law and practice and any disputes arising under it shall be determined in the English Courts.