

Terms of Business

Premium Medical Protection

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, not an insurer, helping you to arrange your medical indemnity insurance policy.

We only offer and advise on the suitability of products from a single insurer, Berkshire Hathaway International Insurance Ltd, trading as MedPro ("the Insurer"). 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.

Premium Medical Protection is a trading name of Harley Street Insurance Group Limited, which is authorised and regulated by the Financial Conduct Authority FRN 570717. These details can be checked on the FCA's Register by visiting the FCA's website: register.fca.org.uk/s/ or by contacting the FCA on 0800 111 6768.

Our registered address is 25 Athena Court, Athena Drive, Tachbrook Park, Warwick, England, CV34 6RT; our Companies House registration number is 07681882.

Insurance for our products is provided through Berkshire Hathaway International Insurance Ltd, which is authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority.

Remuneration

We are remunerated by commission paid to us, which is taken from your premium, by the Insurer that underwrites your policy. You may request details of commission from us. 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 Insurer. 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 policy 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 the Insurer 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 Insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances; and
2. 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 contract of insurance.

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 the Insurer cancelling your policy. Where the Insurer has specified that the premium must be received by a certain date, failure to comply can result in the automatic termination of your contract of insurance.

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 always provide you with the highest levels of customer service, however, should you wish to make a complaint you should do so by contacting our Customer Services Manager:

-  Email admin@premiummedicalprotection.com
-  Post Customer Services Manager, 25 Athena Court, Athena Drive,
Tachbrook Park, Warwick, England, CV34 6RT
-  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 five working days after receiving your complaint confirming who is dealing with the complaint and when we will expect to respond to you. Within eight weeks of the date, we receive a complaint we will provide you with our final decision.

If you remain dissatisfied, you may be able to refer your case to the Financial Ombudsman Service:

-  Email complaint.info@financial-ombudsman.org.uk
-  Post The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
-  Telephone 0800 023 4567 (free from UK fixed lines) 0300 123 9123 (charged at the same rate as 01 & 02 numbers on mobile tariffs in the UK)
-  Website 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 FSCS at:

-  Email enquiries@fscs.org.uk
-  Post 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU
-  Telephone 0800 678 1100 or 020 7741 4100

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 payments 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 contact details, as well as providing a brief explanation for your request. We may be required to contact your preferred payee to verify their identity.

Confidentiality

We will only use your information on the basis that it is necessary to administer your contract of insurance and/or help you make a claim. Where we need to pass information to other firms, it will only be for these purposes. These firms include insurers, other insurance brokers, firms handling claims, regulators, law enforcement agencies, finance providers and firms that process or administer our records.

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

Your information may be passed to the USA, and we will ensure that the correct controls are in place for the transfer and security of your information.

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

As a trading name 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 at premiummedicalprotection.com/privacy-policy/

Cancellation

Cancelling a policy may incur a charge and might not work out to be the best option 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.

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.

PMPTOB 01/11/2025