

## TERMS OF BUSINESS

### Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- The section headed 'Use of personal data' and specifically the paragraph explaining how 'sensitive personal data' will be used;
- The section headed 'Handling Money' which explains our terms for handling client money in a Non-Statutory Trust account.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

### The Financial Services Authority

My Health Protected Ltd (FCA Registration Number 785132) are authorised and regulated by the Financial Conduct Authority (FCA).

My Health Protected Ltd permitted business is arranging and administration of Private Medical Insurance Contracts.

You may check this on the FCA's register by visiting the FCA website, [www.FCA.gov.uk/register](http://www.FCA.gov.uk/register) or by contacting the FCA on 0800 111 6768

### Our Service

Our role is to advise you and make suitable recommendations after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

#### Personal Insurances:

We select Private Medical insurance products from a range of insurers. We will give you further information about this before we finalise your insurance arrangements; where we select form a limited number of insurers you may ask us for a list of the insurers we deal with for these products

#### Commercial Insurances:

We select Private Medical insurance products from a range of insurers. We will give you further information about this before we finalise your insurance arrangements; where we select form a limited number of insurers you may ask us for a list of the insurers we deal with for these products

### The Capacity in which we act:

In providing our service, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we act for you before undertaking any relevant transactions on your behalf.

## **Complaints and compensation**

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, contact us: Write to My Health Protected Ltd, 79a High Street, Wimbledon SW19 5EG

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these is available on request.

If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we do not meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit
- For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or [www.fscs.org.uk](http://www.fscs.org.uk).

## **Conflict of Interest**

Occasions can arise where we or one of our associated companies, clients or product providers may have potential conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions, and we will detail the steps we will take to ensure fair treatment.

## **Payment for our services**

We normally receive commission &/or fees from the insurers or product providers. In good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

## **Handling Money**

We do not handle any client monies for this product, all premiums are handled directly by the insurers.

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in event of cancellation before the policy expires.

## **Ending your relationship with us**

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 14 days' notice. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship

and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

### **Your responsibilities**

You are responsible for providing the complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal, but it also applies throughout the life of a policy. If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid. You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

### **Use of Personal Data**

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent. All

Some details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information you signify your consent to it being processed by us in arranging and administering your insurance.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10.00. If at any time you wish us or any company associated with us to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to us at the above address.

### **Claims handling arrangements**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances that might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.