

# Private Healthcare Advisers Ltd - INSURANCE TERMS OF BUSINESS



Private Healthcare Advisers

Important Reading: Regarding regulated business, please read in connection with the documents 'Key Facts about our Services' and any fee agreement that we issues

## **Commencement of terms of business**

These terms of business will commence on the date of their receipt.

## **Regulation & Status**

Private Healthcare Advisers Ltd is an appointed representative of The Right Mortgage Ltd, authorised and regulated by the Financial Conduct Authority. Financial Services Register Number: 649443.

Private Healthcare Advisers Ltd is registered in England & Wales No: 05678788 Registered address: 2 Albany Park, Cabot Lane, Poole, Dorset BH17 7BX  
Tel: 01929 477 318 © Private Healthcare Advisers Ltd 2017

Right Mortgage Ltd. St Johns Court, 70 St Johns Close, Knowle, West Midlands, B93 0NH, which is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 649443. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

## **Stated Objectives (Demands & Needs)**

Following the issue of these terms, any subsequent advice or recommendation offered to you will be based on your stated objectives (demands & needs), acceptable level of risk and any restrictions you wish to place on the transaction. Details of your stated objectives will be included in the insurance demands & needs statement. We will issue these to you to explain and confirm the basis of our recommendations. There may be exceptions to this, for example, business transacted on a non-advised or execution only basis (directly on your instructions whereby you will not have requested nor received advice, or where pre-prepared questions are used to determine the product and provider) or on a restricted advice basis (where the Firm's recommendations were restricted by the fact that not all relevant information was made available). If these situations exist, we will make it clear to you in any subsequent correspondence; however, you will appreciate that our responsibility to you will be limited accordingly.

## **Annual Renewals**

We will contact you prior to the date of your annual renewal to discuss your existing policy and perform a market review (unless the advice provided was based on the products of only one Insurance Provider – see our 'Key Facts about our Services' document) to ensure your policy continues to best meet your needs and your budget. You will receive a revised Demands and Needs Statement each year, outlining our recommendations, irrespective of whether you move insurance companies.

## **Annual Renewals (without advice)**

As outlined above we will always endeavour to contact you prior to the renewal of your policy, however, there may be occasions where we are unable to make contact. In these instances the following will apply: Prior to renewal of your policy, you will receive a renewal documentation pack in respect of your policy. If you take no further action on receipt of the renewal pack and premiums are paid and up to date, then any policies in place will renew on the terms outlined in the renewal documentation (which you will receive in advance of the annual renewal date). However, you should be aware that any annual renewal constitutes a new contract with the insurance provider and you will be entering into this new contract on a non-advised basis having received no advice from Private Healthcare Advisers Ltd. This will be reflected in our "Key Facts about our Services" and Demands and Needs statement issued to you following renewal.

## **Accurate Disclosure of all Material Facts**

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, claims forms and other documents are full and accurate. Please note that if you fail to disclose any material information to your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. (If you are in doubt as to whether a fact is material or not you should disclose it). Your attention is particularly drawn to the importance of the Declaration and signature on Insurers proposal forms.

Please see our "Key Facts about our Services" document which explains the services available, otherwise we shall assume that no restrictions apply.

Please see our "Key Facts about our Services" document which explains the options available.

## **Commission Payments**

Private Healthcare Advisers Ltd retains rights to all initial, and renewal commissions payable in respect of business transacted for you, and you shall not permit or suffer payment of such commission to any other party after termination of your instruction to us.

## **Client Instruction**

We prefer that any instructions be given in writing. If any advice, request for instruction or instructions are given orally, then they must be confirmed in writing, to avoid possible disputes. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

## **Conflict of Interest & Material Interest**

Occasions can arise where we, or one of our other clients, may have some form of interest in business, which we are transacting for you. If we become aware that our interests or those of one of our other clients conflict with your interests, we will inform you and obtain your consent before we carry out your instructions

## **Receiving Payments from Clients**

**Private Healthcare Advisers Ltd does not handle client monies.** We never handle cash or accept a cheque made out to us unless it is a cheque in settlement of our charges or disbursements which we have previously disclosed to you (normally through a fee agreement). Crossed cheques should only be made payable directly to the insurance company and to the relevant third party for various ancillary fees. You should decline to give any money to, or write cheques payable personally to an individual adviser. Individuals that represent Private Healthcare Advisers Ltd are not to handle client money and any receipt by them personally of such a payment from you will not be regarded by us as being a transaction for which we will have any responsibility.

## **Complaints Procedure**

The Firm maintains an internal written complaints procedure, details of which are available on request. If you have a complaint (whether oral or written) about the Firm or a service it has provided then this should first be directed to our complaints officer at the address shown in our "Key Facts about our Services" document. We promise to deal with your complaint in a fair and objective manner.

Should you not be satisfied with our final response, you may refer the matter to the Financial Ombudsman Service (FOS). You can find further details at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

In order to refer a complaint to the FOS, you must meet the FOS eligibility criteria. The FOS will consider complaints from the following: a private individual, a small business which has an annual turnover, and/ or balance sheet, of up to €2m and fewer than 10 staff (micro-enterprise), a charity which has annual income of less than £1 million and a trustee of a trust which has net asset value of £1 million. 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 depends on the type of insurance, size of the business (if a commercial customer) and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

## **Introductions**

There will be occasions when clients are introduced to us from third parties, for example accountants or solicitors. Under such circumstances, we may rebate part of the commission we receive back to the introducer, as payment for making the introduction. The responsibility for disclosing this payment will be with the introducer.

## **Cancellation Rights (New Policies)**

**Version: Private Healthcare Advisers Ltd TBL JAN2017**

**Retail Customers** - Detailed in your policy document are your rights to cancel your insurance under what is commonly known as a 'cooling off' period. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. For policies under 1 month duration (such as travel policies) there is no right to cancel. Please check your policy Terms and Conditions for full details of your cancellation rights under the policy.

**Commercial Clients** - For Commercial Clients, cancellation rights are determined by the type of insurance contract and the cancellation clauses specific to that contract. Any rights to cancel will be detailed in the policy documentation provided by the insurer.

#### **Cancellation of Existing Policies**

If you are replacing existing policies with cover from a new insurance provider, then it is incumbent on you to ensure any redundant policies are fully cancelled. This includes the need for you to cancel any Bank Direct Debit Mandates that may be in place. Private Healthcare Advisers Ltd cannot be held responsible for any overpayments made by you due to non-cancellation of these redundant policies.

#### **Termination**

Termination is without prejudice to any transactions already initiated, which will be completed according to these terms of business unless otherwise agreed in writing. You may terminate your instructions to us at any time. We reserve the right to require such termination to be in writing. We may terminate this agreement by giving you a minimum of fourteen days notice. No penalty shall be payable on any termination but we shall be entitled to remuneration for work undertaken prior to such termination. Any such termination shall be subject to completion of any transactions which are in progress at that time.

#### **Additional information: Distance Communications**

Where you are likely to do business with us at a distance i.e. we communicate exclusively by telephone, post, email or fax then it is very important that you read the following points:

- The Firm will provide you with a service as detailed in our Terms of Business and "Key Facts about our Services" documents (Please read carefully).
- Telephone calls may be recorded for training and monitoring purposes.
- Please note there is the possibility that other taxes or costs may exist that are not paid through the Firm or imposed by it.
- There are no specific additional costs imposed by the Firm for dealing exclusively at a distance.
- Please take care to read the warnings issued in any provider literature. If you are unsure then please ask us to explain in more detail.
- The Firm does not place any specific limitations on the period for which the information provided remains valid. If you are unsure if something still remains valid then please ask and we will clarify.
- Please see our "Key Facts about our Services" which sets out how we are remunerated and deliver our services.
- This contract will exist until terminated by either party.
- The provisions of this Agreement and the relationship created by it shall be governed by English Law and subject to the exclusive jurisdiction of the English courts.
- This contract is supplied in English Language and will be communicated in English Language.

#### **Records & Data Protection**

Under the Data Protection Act 1998 (as may be amended, updated, replaced or superseded from time to time and all applicable law in any jurisdiction relating to the processing or protection of personal data and privacy) (the "Act"), you or your appointed agent, have a right to inspect computer (and certain manual) records relating to yourself and your

transactions through ourselves and where appropriate have it corrected or deleted. All such requests for information must be referred in writing to the Data Protection Officer (as may be updated by us from time to time and notified to you in writing) for which we reserve the right to charge you a reasonable fee, which shall in no circumstances exceed ten pounds sterling (£10). As we treat all our clients' records as confidential, we reserve the right to give you copies of your records (redacted if necessary), where in certain circumstances to release the original would compromise other clients' confidentiality or where access to your data is necessary to protect your privacy. You do not have the right to demand access to data for any other purpose. So that we may fully understand your circumstances and requirements, Private Healthcare Advisers Ltd will need to collect information about you, which we will hold as Data Controller under the Act. Private Healthcare Advisers Ltd will use this information to analyse your current and future financial needs so that we can ensure that any subsequent related advice is suitable to your particular circumstances and we shall only contact you if you have consented to being contacted by us, using the means of communication to which you have consented.

You agree that the information provided by you may be held, processed and disclosed by Private Healthcare Advisers Ltd to any associated companies in the course of providing our analysis and servicing our relationship with you and to the extent we process any Personal Data (as such term is defined in the Act), we shall (i) only process it in accordance with your reasonable instructions from time to time, (ii) ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of such Personal Data and the accidental loss or destruction of, or damage to, such Personal Data; and (iii) not transfer, or otherwise directly or indirectly disclose, any such Personal Data to countries outside the European Economic Area, without your prior written consent, not to be unreasonably withheld or delayed. Where other companies and / or third parties provide services to Private Healthcare Advisers Ltd, 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 (for example health details) held by us may be disclosed on a confidential basis to such companies, who shall be subject to provisions the same or materially similar to those set out in these terms of business.

#### **Authority to receive updates and information on new products and services**

You agree that we may use and analyse your data, including the nature of your transactions, to provide you with information by post and, provided you have given us your consent to do so, by telephone, fax or email to service and update you, as well as informing you of any new insurance opportunities. If you would prefer to be excluded from these services, please write to us at the company address above.

#### **Client Verification**

We will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

#### **Law**

The provisions of this Agreement and the relationship created by it shall be governed by English Law and subject to the exclusive jurisdiction of the English courts

**YOUR CONSENT TO THESE TERMS - By requesting a quotation for insurance products from Private Healthcare Advisers Ltd, you are consenting to these terms and giving your authority to receive updates and information from Private Healthcare Advisers Ltd or carefully selected partners regarding other products or services. You hereby authorise the holding of your information and transfer of information between such third parties when warranted, as described above, on a confidential basis. You also authorise Private Healthcare Advisers Ltd to act on your behalf. If you are unhappy with any aspect of these terms or wish clarification on any aspect please contact Private Healthcare Advisers Ltd on 01929 477317 or The Right Mortgage on 01564 732 744or call in to our office to discuss.**

**Note:** If you change your mind, in the future, and decide you no longer wish to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes, simply tell us when you next call, write to us, or email enquiries@privatehealthcareadvisers.co.uk