

# Terms of Business

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## About this Document

This document outlines our terms of business it is given to consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

By choosing to transact business with us, you are agreeing to accept our terms of business and both parties will be bound by the terms laid out in this document.

## Our Regulator

Private Healthcare Advisers Ltd is an appointed representative of The Right Mortgage Limited who are authorised and regulated by the Financial Conduct Authority (FCA) for Private Medical Insurance and Pure Protection business. You can check our details and regulatory permissions via the Financial Services Register at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768. Our FCA reference number is 729448

## Our Status

Private Healthcare Advisers Limited of 2 Albany Park, Cabot Lane, Poole, Dorset BH17 7BX trades as a Limited Company. Our Company Number is: 05678788

## Advice

We offer an advised service for Insurance. We will advise and make a recommendation for you after we have assessed your needs.

## Insurance Products

We offer products from a range of insurers for pure protection (non-investment) insurance contracts. E.G. Life, Critical Illness and Income Protection Insurances.

We offer products based upon a fair analysis of general insurance providers for:

- Private medical insurance cover.
- Accident, sickness & unemployment cover

A list of the insurers with whom we transact business is available on request.

## What we will do

- Communicate clearly, promptly and in plain English;
- Explain all costs involved before they are incurred;
- Evaluate your needs before making a recommendation;
- Review the market from our list of providers to recommend the most suitable product and provider for your needs and circumstances;
- Deal with reputable providers of mortgage and insurance products; however, we cannot be responsible for their levels of service, including any delays in processing of your application caused by the product provider. Of course, we will work to mitigate these wherever possible.

## What we will not do

- Provide a decision in principal before conducting a thorough review of your circumstances and needs (fact find) and obtaining sufficient supporting information to assist the application;
- Cause you to incur a credit search without first notifying you;
- Act without first obtaining your permission to do so;
- Cause you to incur costs without your prior agreement to proceed.

## How we will Operate

During our initial consultation we will complete a client questionnaire (fact find) to enable us to better understand your circumstances and your needs; this enables us to give appropriate advice on your Private Medical Insurance and Protection needs. A copy of this questionnaire is available for you to review upon request.

We will subsequently conduct research to establish what products are most appropriate for your needs and make these recommendations to you. These recommendations will be confirmed in writing as the advice we provided.

You will also be provided an illustration regarding the product(s) recommended.

## Costs

### Insurance

- No fee is payable for our service in relation to insurance contracts;
- We will be paid commission by the insurer.

## Complaints

If you wish to register a complaint, please contact us:

**In writing:** The Right Mortgage Limited, St John's Court, 70 St John's Close, Knowle, B93 0NH.

**By phone:** 01564 732 744

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. <http://www.financial-ombudsman.org.uk>

## Your Responsibilities

It is your responsibility to deal with us in an honest and transparent manner. Failure to disclose key facts that relate to your personal circumstances could significantly influence the advice given. In some circumstances failure to disclose information could impact upon your ability to obtain the most suitable product and could even invalidate the product, such as in the event it is interpreted as material non-disclosure that could be considered to be a fraudulent act.

If you have any doubts as to whether you should disclose a matter it is better to notify the provider and allow them to make an informed decision.

It is also your responsibility to check that the product provided is as you expected, therefore you should check the application and 'offer' document on a mortgage and the application and policy document on an insurance policy. If it is not as expected, please notify your adviser immediately.

## **Financial Services Compensation Scheme (FSCS)**

### **Insurance Advising & Arranging**

For firms declared in default on or after 3 July 2015

Protection is at 100% where claims:

- a) arise in respect of a liability subject to compulsory insurance; or
- b) arise in respect of a liability subject to professional indemnity insurance; or
- c) arise from the death or incapacity of the policyholder due to injury, sickness, or infirmity including contracts for Long Term Insurance such as Long Term Care, pensions and annuities

Protection is at 90% where claims arise under other types of policy with no upper limit

## **Cancellation Rights**

Depending on the product provided you will have different cancellation rights; these will be explained to you as part of our advisory process and will be disclosed to you by the provider in their communications also. It is your responsibility, however, to exercise these rights in a timely fashion; we cannot do this on your behalf.

## **Instructions**

We will normally accept your instructions verbally or in writing; however, we always recommend that all instructions are provided in writing for the avoidance of misunderstandings.

## **Client Money**

WE DO NOT HANDLE CLIENT MONEY. We will not accept any cheque other than for the payment of your fee, any third party payments must be made by you to them. Under no circumstances will we handle cash.

## **Call Recording**

Telephone calls made to Private Healthcare Advisers Ltd may be recorded and used for training and/or regulatory purposes.

## **Conflicts of Interest**

We undertake not to transact business where we believe that to do so could result in a conflict of interest. Where we believe that our interests conflict we will notify you in writing first and outline the basis upon which we are prepared to proceed. The decision to proceed will be yours however.

## Declarations

- That this document has been clearly explained to you
- You are prepared to be bound by our terms and conditions as included in this document.
- That where appropriate we may forward your information on to necessary third party lender and insurance providers to facilitate the provision of any products as agreed with you (details about our use of your data is included in the separate document entitled: Customer Consent Form
- That the lender or insurer we approach on your behalf may conduct a credit search.
- To pay the fee disclosed above when it becomes due.

**We like to deal with you remotely so verbal consent will be collected over the phone. If you would prefer a hard copy posted to you, please let us know 01929 477 317 – [enquiries@privatehealthcareadvisers.co.uk](mailto:enquiries@privatehealthcareadvisers.co.uk)**