

Terms of Business Agreement

Please ensure you read and understand this document

THE FINANCIAL SERVICES AUTHORITY

Pro-Visions Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA). Our FSA Register Number is 476854. Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the FSA's register by visiting the FSA website, www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

OUR SERVICE

Our role is to arrange and administer the insurance you have applied for using this website. We will not, in any circumstances, act as an insurer nor can we ever guarantee or warrant the solvency of any insurer. You will not receive advice or a recommendation from us for Professional Indemnity, Public & Products Liability, Employers' Liability, Office Contents or Legal Expenses insurance. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

TYPES OF INSURANCE

For Professional Indemnity, Public & Products Liability, Employers Liability and Office Contents insurance, these policies are arranged through one insurer, Catlin Insurance Company (UK) Limited. We also only ever use one insurer for Legal Expenses insurance, which is DAS Legal Expenses Company Limited.

PAYMENT FOR OUR SERVICES

We receive commission from the insurers and we will not impose an administration fee for handling your insurance. Ask us if you wish to be advised of the details of our commission.

PAYMENT BY CREDIT OR DEBIT CARD

We use Paypoint.net for all credit or debit card transactions and, when paying for your policy using this method, your statement will show Paypoint.net as the payment recipient. There is a 3% service charge for payment by credit card but no charge is applied for payments by debit card. If paying by this method, you will receive your policy documents immediately.

PAYMENT BY DIRECT DEBIT INSTALMENTS (PREMIUM FINANCE)

If you wish to pay your premium by instalments, your details will be collected on our website and passed to our third party instalment provider, Premium Credit Limited (PCL). They will send you a welcome pack detailing their full terms and conditions. If you have any questions about your instalments, you should contact Premium Credit on 0844 736 9836. On renewal of your policy, we will continue to pass your details to PCL unless you instruct us otherwise.

If any direct debit or other payment due in respect of the credit agreement you enter into with PCL to pay insurance premiums is not met when presented for payment or if you end the credit agreement with PCL or if you do not enter into a credit agreement with PCL, we will be informed of such events by PCL. If you do not make other arrangement with us to pay the insurance premiums, you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance (or, if this occurs shortly after the start of renewal of the insurance, to notify the insurance that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer and if any money is owed to PCL under your credit agreement, pay it to PCL or if PCL have debited us with the amount outstanding, use it to offset our costs.

If paying by this method, you will receive your policy documents immediately.

PAYMENT BY CHEQUE

The total annual premium must be paid in full within 10 days of the inception date of the insurance to which it relates. Failure to settle the premium in full within the 10 day period will result in the policy of insurance being cancelled. Your policy documents will be available under the "My Account" page once we are in receipt of your payment.

PAYMENT BY INTERNET TRANSFER (ONLINE BANKING)

The total annual premium must be paid in full and received in our Insurers Trust account within 10 days of the inception date of the insurance to which it relates. Failure to settle the premium in full within the 10 day period will result in the policy of insurance being cancelled. Your policy documents will be available under the "My Account" page once we are in receipt of your payment.

HANDLING CLIENTS MONEY AND/OR INSURER MONEY

We collect and hold money as agent of Catlin Insurance Company (UK) Limited and DAS Legal Expenses Company Limited. This means that once we receive your premium it is deemed to be in the hands of the Insurer. Interest will not be paid to customers in respect of premiums held in client bank accounts.

CANCELLATION OF INSURANCE

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

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 a renewal, but it also applies throughout the life of the policy. If you fail to disclose any material fact or other information material to the insurance this could invalidate the policy and mean that claims may not be paid. You should check all details given on the website before submitting and pay particular attention to any declaration you may be asked to confirm that you have read.

You must satisfy yourself that the limit of indemnity/sum insured offered under the insurance is adequate to cover any potential claim made against you now, or in the future.

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

You should take note of the required procedures in the event of a claim, which will be stated in the policy documentation. Generally, insurers require immediate notifications of claims or circumstances that might lead to a claim. You should inform us immediately of any changes in circumstances that 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.

CONFIDENTIALITY OF PERSONAL DATA

All personal information is treated as confidential and is processed in accordance with the relevant legislation. We will not use or disclose personal information without your consent, other than in the normal course of arranging and administering your insurances, except where we are compelled by law (including regulators or law enforcement agencies) to disclose such information. In such instances, personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such parties.

CLAIMS HANDLING ARRANGEMENTS

We will employ due care and skill if we act on your behalf in respect of a claim. In the event of a claim or notification of an incident which could give rise to a claim, in the first instance, please contact Tony Cross at Pro-Visions Insurance Services Ltd on 01837 650030 or write to Anchorman House, 8 Cranmere Road, Okehampton, EX20 1UE.

COMPLAINTS AND COMPENSATION

We aim to offer a high level of customer service and subscribe fully to the FSA's guidelines on treating customers fairly. If however, you are not satisfied, contact Tony Cross by telephone on 01837 650030 or in writing to the above address. We do have in operation a full complaints procedure which is available upon request. If you cannot settle your complaint with us, you may be entitled to refer it 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 cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

For compulsory classes of insurance, such as 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.

JURISDICTION

The Law of England and Wales will apply to this contract unless you are a resident of (or in the case of a business, the registered office or principal place of business is situated in), Scotland or Northern Ireland, in which case (in the absence of agreement to the contrary), the Law of that country will apply.