

Terms of Business Agreement - Commercial Customers – Healthcare Insurance

Heath Crawford Ltd

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third-party providers. Please contact us immediately if there is anything in this document that you do not understand/or with which you disagree.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

1. Our Service

- 1.1. Heath Crawford Ltd is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 745615. These details can be checked on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082.
- 1.2. We are permitted to arrange, advise on, act as an agent of insurers and assist with ongoing changes.
- 1.3. We have access to leading healthcare insurers and providers. We will undertake a fair analysis of the market on your behalf.
- 1.4. Upon assessment of your requirements, we will make a recommendation for a particular insurance product. Our advice will be confirmed in a demands and needs statement which will clearly state the reasons for our recommendation.

2. Relationship with BBPS Ltd

- 2.1. We are a Partner Broker of BBPS Ltd. BBPS Ltd is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Their Financial Services Register number is 307079. These details can be checked on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082. BBPS Ltd provides us with access to products and services. BBPS Ltd may receive remuneration from insurers, finance providers and other associated business partners for business we place with them. Please ask us if you would like further information.

3. Our Remuneration and other Income

- 3.1. We reserve the right, at our discretion, to make a charge to cover the administration of your insurances, e.g. arranging a new policy, mid-term adjustments, short period or mid-term cancellations, renewals, and issue of replacement or duplicate documents. These fees may be subject to change and where this is the case you will always be informed of the actual fee in writing.
- 3.2. We usually receive commission from an insurer when placing your business and from a finance provider when arranging finance for you. This is calculated as a % of the Net Premium which is before insurance premium tax is added. We occasionally receive additional remuneration from insurers, and other associated business partners for business we place with them. Please ask us if you would like further information.

4. Commercial Customers Duty of Disclosure

- 4.1. Your policy documents will state your customer classification.
- 4.2. You must, at all times, act with utmost good faith towards your insurer. This means that before your policy is placed, at renewal, when varying or extending the policy (and also during the policy period if your policy contains a particular clause stating that any change in circumstances must be advised to your insurer), you must disclose to us all information, facts and circumstances which are, or ought to be, known to you and which are material to the risk. When providing information or completing a proposal form or otherwise confirming any information to us, you should take care to ensure that the details provided are complete and accurate. You should note that your duty of disclosure is not confined to answering specific questions asked by us or your insurers and that all material circumstances should be disclosed to us whether or not we or your insurer has asked for the information. Circumstances which may be considered material are:
 - special or unusual facts relating to the risk;
 - any particular concerns which led you to seek insurance cover;
 - anything which would generally be understood as being something that should be disclosed for the type of risk in question.
- 4.3. If you are unsure whether a fact or circumstance should be disclosed, or whether the duty of disclosure information continues throughout the period of your policy you should disclose the information anyway as failure to do so may lead your insurer to reduce its claim payment, apply additional terms or even avoid your policy.
- 4.4. You should keep a record (including copies of letters) of all information provided for future reference.

5. Renewal of Contract

- 5.1. We will write to you in good time before your renewal date, offering your terms or in situations where we are not inviting renewal we will tell you. Renewal of the contract is based on the information you supplied when we arranged your current contract along with any amendments you have made during the period of cover. It is important that you tell us about any changes to your requirements.
- 5.2. Where we offer you renewal terms, in the absence of alternative instruction, your policy will be renewed by us on or just after the renewal date, in order to prevent suspension of cover.
 - 5.2.1. This means the insurer will collect the premium from your bank account if there is a direct debit in place.
 - 5.2.2. Cover will apply so you are protected if you need to make a claim.
 - 5.2.3. You will still have your cooling-off period during which time you can cancel as per the insurer's terms and conditions. If you subsequently cancel after the renewal date, insurers will apply their standard cancellation terms.

6. Payment of the Premium

- 6.1. We do not hold client or insurer money when arranging healthcare products. All premiums are paid direct to the insurer. Details of how premiums are collected/paid are set out in your policy documents.

6.2. Please note that cover will cease if you fail to keep up payments under a direct debit arrangement with the insurer.

7. Cancellation Rights

7.1. Your policy documents will provide you with specific information on your full rights to cancel your insurance.

7.2. You have the option to cancel within 14 days of the policy cover start date and obtain a refund of any premium paid. Some insurers offer a longer cancellation time period. Please contact us if you need to cancel.

7.3. **Healthcare insurance contracts are annual and therefore after the specified cooling off period the insurer can decline to cancel. For full details please refer to your policy documents.**

8. Refund Procedures

8.1. Where insurer does agree to cancel cover midterm, the refund will be made direct from the insurer to the client.

9. Notification of Claims

9.1. Claims should be made direct to insurer. Please refer to your policy documents for contact details.

9.2. Please ensure that you authorise any consultations, diagnostics or procedures prior to treatment with your insurer.

9.3. If you receive correspondence from a third party about your claim, please pass it to us or your insurer immediately.

9.4. If you require any assistance with a claim, please contact us.

10. Client and Insurer Money

10.1. We are not authorised to handle client monies. Healthcare premiums are paid direct to the insurer.

11. Confidentiality and Security

11.1. To help make sure you receive a competitive quotation, offer of appropriate payment options, protection against fraud and to verify your identity, insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

11.2. All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance. By accessing our sites and using our services, you consent to any such transfer of information to a third party.

11.3. Where you have given us consent, we may use the data we hold about you to provide you with a renewal quotation and information about products and services we consider may be appropriate.

11.4. Our Retention of your Personal Information - By using our services you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected. We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

If you provide personal information to us about other individuals (for example, members of your family) you agree that you will inform them about the contents of this notice and obtain any required consent in accordance with this notice.

We may use your personal information to provide you with information about products or services which may be of interest to you where you are an existing or lapsed customer or where you have provided your consent for us to do so. We may do this by email or phone call. We may also share your information with service providers to request your feedback on our service.

We are committed to only sending you marketing communications that you have clearly expressed an interest in receiving. If you wish to opt out of marketing, you may do so by clicking on the "unsubscribe" link that appears in all emails, telling us when we call you or emailing Laurence@heathcrawford.co.uk

Please note that, even if you opt out of receiving marketing messages, if you are a customer we may still send you service related communications where necessary.

Under the General Data Protection Regulations 2018, you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the General Data Protection Regulations please refer to the Information Commissioners Office – www.ico.org.uk.

12. Termination of Agreement

12.1. Our agreement may be terminated by either one of us giving 14 days' notice in writing to the other. You will be liable to pay for any outstanding transactions or adjustments prior to termination without any penalty fee as long as these are settled immediately on termination.

12.2. We will be entitled to retain any fees or commission payable in relation to business transacted prior to the date of termination.

13. Law and Jurisdiction

13.1. These Terms of Business which form our agreement with you, shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

14. Bribery and Corruption

14.1. Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.

15. Sanctions

15.1. Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

16. Complaints

16.1. Our aim is to provide all of our clients with an excellent level of service, however we recognise that there may be occasions when you do not feel satisfied with the service you have received from us. Should you need to make a complaint please contact our Complaints Manager using any of the following methods:

email: laurence@heathcrawford.co.uk

post: Heath Crawford Ltd
Iveco House
Station Road
Watford
WD17 1ET
United Kingdom

Tel: 020 8421 7030

- 16.2. We aim to resolve complaints within 3 business days following receipt, however if we can't, we will write to you within five working days to acknowledge your complaint and provide details of our complaint handling procedures and who is dealing with your complaint.
- 16.3. We aim to provide a final response to your complaint within eight weeks from the date of receipt of your complaint and if we cannot, we will outline the reasons for the delay and provide you with an indication of when you can expect to receive a response.
- 16.4. If you are dissatisfied with our final response, or we have been unable to provide our final response to your complaint you may be eligible to refer the matter to the Financial Ombudsman Service (FOS) free of charge. Details of the eligibility criteria can be found in our complaints procedure or on the FOS website <https://financial-ombudsman.org.uk>. If you do decide to refer your complaint to the Ombudsman you must do so within six months of the date of our final response.
- 16.5. The FOS offer an independent service for resolving disputes and you can contact the FOS by:
 - Calling their consumer helpline on 0800 0234 567 or 0300 1239 123;
 - Writing to them at Exchange Tower, London E14 9SR;
 - Emailing complaint.info@financial-ombudsman.org.uk.
- 16.6. We will include a copy of the Financial Ombudsman Service's leaflet in all resolution letters.

17. Solvency and Compensation

- 17.1. We do not guarantee the solvency of any insurer we place business with.
- 17.2. We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.
- 17.3. Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details about the FSCS can be found on their website www.fscs.org.uk.

18. Conflicts of Interest

- 18.1. Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests or our duty to another party prevents us from discharging our duty to you.
- 18.2. Where we become aware of any actual or potential conflict of interest we will tell you about the situation, the options available to you and we will ask for your consent to proceed.