

ProAktive

CUSTOMER CARE: OUR BUSINESS PRINCIPLES AND PRACTICE (TERMS OF BUSINESS AGREEMENT)

Introduction

The Financial Conduct Authority is the independent watchdog that regulates financial services. ProAktive Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 310148. You can check our status at www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. Our permitted business includes advising, arranging, dealing in and assisting with the placing & administration of General Insurance policies. The FCA doesn't regulate all our services. These include the provision of risk management and employment advice.

Confidentiality and Data Protection

We will treat all Your information as private and confidential to us and anyone else involved in the normal course of arranging and administering Your insurance, even when You are no longer a customer. We will not give anyone else any personal information except on Your instructions or authority, or where We are required to do so by law, or by virtue of our regulatory requirements. We may use information We hold about You to provide information to You about other products and services, which We feel may be appropriate to You. Under the Data Protection Act 1998 You have the right to see personal information about You that We hold in our records. If You have any queries please write to us at our usual office address

Our Service

We are an independent insurance broker and risk Management Company, who acts on our customers' behalf in arranging insurance. Our services include: advising you on your insurance needs; arranging your insurance cover with insurers to meet your requirements, and helping you with any ongoing changes you have to make. We usually offer advice from a range of insurers, representing a fair analysis of the market, however, under certain circumstance we may only deal with a limited panel, or a single insurer and we will notify you when this applies. As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims. All incidents which could lead to a claim must be reported as soon as practicable. Your insurer's claims contact number is shown in your policy.

On occasion a conflict of interest may arise, for example we may act for both parties involved in a motor accident or we may act for both the client and the insurance company in relation to a claim. If this situation arises we will inform you and ask for your informed consent to continue to act for you. Where we operate under any delegated authority from insurers we will act as their agent when issuing cover and in handling any claim you may make, and We will always advise You where this is the case.

We will advise and make a recommendation for you after we have assessed your demands and needs. Our advice will be confirmed in an insurance requirements statement, giving reasons for our recommendation. In respect of motor legal expenses and motor claims handling you will not receive advice or a recommendation from us and you will then need to make your own choice about how to proceed.

Our Service in relation to the provision of Premium Finance

We are authorised as a credit broker. We only offer the credit facilities of insurers and/or Premium Credit Ltd and We will not provide any advice on the suitability of credit facilities to Your needs. We may use providers who will conduct a credit check, which will be recorded on Your credit record. **Please contact us if You do NOT consent to a credit check being undertaken**, however this may affect our ability to offer instalment facilities to You.

Please Note: Your policy cover will cease if You fail to keep up payments on an instalment agreement or premium finance facility related to it and Your credit rating may be affected. In entering into a credit agreement to pay Your insurance premium, You give the finance provider the legal Right to cancel Your insurance policy on Your behalf in the event that You default on the loan, and offset any refunded premium against the outstanding amount owed to them. This means that if You default on Your payment terms and the finance provider requests that We cancel Your policy, We will do so as Your agent.

Information on how We treat Payments You make to Us

Under the terms of our agreements with the Insurance companies with whom We place business, We normally receive premiums You pay to us as Agent of the Insurer. All insurance premiums You pay to us are protected in a Statutory Trust Client Account until We pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering Your insurance.

Payment Options

We normally accept payment by cheque or the following credit/debit cards – Visa, Mastercard, Maestro (The former is subject to a 2% charge). You may be able to spread Your payments through insurers' instalment schemes or a credit scheme, which We have arranged with an established insurance premium finance provider, however rates and acceptance may be subject to a credit check. We will give You full information about Your payment options and the appropriate finance agreement when We discuss Your insurance in detail.

We usually receive a commission from the insurer with whom we place your business and may receive other payments which can include profit share and override arrangements. We also receive commissions and introductory fees from other suppliers. Prior to the conclusion of each insurance contract or upon renewal, we will remind you of your right to be advised 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. In certain circumstances we may charge a fee, however we will always agree this with you in advance. In addition, we make the following charges to cover the administration of your insurance:

Arranging new policies	£ 35.00
Renewals	£ 25.00

Retail policies cancelled during the 'Right to Cancel' period will be subject to a charge made by the insurer for the period of cover provided.

Occasionally we may arrange a policy on which we earn no commission and in these cases we will advise you of the arrangement fee before you take the policy out. **We may also make additional charges specific to the arrangement and servicing of certain policies, but these will always be advised to you in advance.**

Are We covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS). For Commercial customers with less than £1m turnover, insurance advising and arranging is covered for 90% of the claim, without an upper limit. All compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging are covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

What to do if You have a complaint

Our aim is to provide a first class service, however, if You wish to register a complaint, please contact us by writing to Mr I Laycock, ProActive, ProActive House, Sidings Court, White Rose Way, Doncaster, DN4 5NU, or by phone on 01302 341344.

If You cannot settle Your complaint with us, You may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion. The FOS Consumer Helpline is on 0800 023 4567 and their website is at: www.financial-ombudsman.org.uk Or you can contact them by post at: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Cancellation of this Agreement

This agreement will remain in force unless cancelled by either party in accordance with the terms below or You have no insurance business placed through Us. You may cancel the agreement at any time, subject to notification in writing to our usual office address. In the event of cancellation, We shall be entitled to retain any commissions and fees earned prior to the date of cessation of the agreement in full. We have the right to cancel this agreement subject to one month notice in writing to your last notified address.

Liability

For the purposes of these Terms of Business, Liability includes: actions, awards, costs, claims, damages, losses (such as without limitation any direct or indirect consequential losses), demands, expenses, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities.

Except as provided in these Terms of business, we shall have no liability to you for any:

- Expenses, loss of profits and/or damage to goodwill
- Pure economic and/or similar losses
- Special damages
- Aggravated, punitive and/or exemplary damages
- Business interruption, loss of business, loss of contracts, loss of opportunity and/or production
- Consequential losses and/or indirect losses

Our total Liability to you in connection with these Terms of Business shall not exceed £10 million as a total aggregate Liability. Each of the limitations and/or exclusions in these Terms of Business shall be deemed to be repeated and apply as a separate provision for each of:

- Liability in contract (including fundamental breach)
- Liability in tort (including negligence)
- Liability for breach of statutory duty
- Liability for breach of Common Law and/or under any other legal basis

Except that the Clause above placing a financial cap on our Liability shall apply once in respect of all of the said types of Liability. Nothing in these Terms of Business shall exclude or limit a party's Liability for death or personal injury due to its negligence or any Liability in relation to fraud or any other liability, which is not permitted to exclude or limit as a matter of law.

Our Service and Obligations to You:

We will identify assess and advise on your insurance needs with the member of your business that you choose to nominate as your insurance contact(s), who will be responsible for ensuring that Your disclosure obligations to insurers are met.

We will act as your agent in sourcing a policy to meet your demands and needs and presenting the information provided by your nominated Insurance Contact in a manner which is clear and accessible to insurers. On occasion a conflict of interest may arise, for example we may act for both parties involved in a motor accident or we may act for both the client and the insurance company in relation to a claim. If this situation arises we will inform you and ask for your informed consent to continue to act for you. Where we operate under any delegated authority from insurers we will act as their agent when issuing cover and in handling any claim you may make, and We will always advise You where this is the case.

We will advise and make a recommendation for you after we have assessed your demands and needs and we will outline the reasons for our recommendation.

We typically offer advice from a range of insurers, representing a fair analysis of the market, which means that we will have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select appropriate policies for you. However, under certain circumstances we may only deal with a limited panel or single insurer or we may use another, specialist, intermediary to access the insurance product that most suits your needs. We will always inform you where this is the case. For

motor legal expenses and out of hours motor claim handling we only use a single provider, Lawshield UK Ltd with a policy underwritten by Inter Partner Assistance, part of the Axa Group of Companies. In regards to Lawshield policies and other ancillary products you will not receive advice or a recommendation from us and you will then need to make your own choice about how to proceed.

We may be remunerated by way of commission paid by insurers which can include a profit share and override agreements. We also receive commissions and introductory fees from other suppliers. Prior to the conclusion of each insurance contract or upon renewal, we will remind you of your right to be advised 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.

DECLARATIONS

Your responsibility to provide information:

Consumers: (an individual who enters into the contract wholly or mainly for purposes unrelated to the individual's trade, business or profession) – You must take reasonable care to answer all questions honestly and to the best of your knowledge, and if you volunteer any other information, you must ensure that it is not misleading. If any information that you have provided to us changes before you take out your insurance, during the life of the policy or at renewal, you must inform us of the change. If you deliberately, recklessly or carelessly misrepresent any information in relation to this insurance then your policy may be cancelled without refund, or treated as if it never existed, or your claim rejected or not fully paid.

Commercial Customers (all others) – You have a duty under the Insurance Act 2015 to make a fair presentation of the risk to insurers. This duty applies when You take out Your insurance cover, throughout the life of Your policy, and when You renew Your insurance.

This duty includes a need for Your nominated Insurance contact(s) to undertake a reasonable search for material information which is known, or ought reasonably to be known, by Your company's principals, directors, senior management (ie. anyone playing a significant role in making business decisions in Your firm) and staff responsible for insurance.

You should advise Us of any particular concerns which led You to seek insurance cover and any special or unusual facts relating to the risk.

You must ensure that all material statements of fact are substantially correct and not misleading, and any material information which is a matter of expectation or belief (eg. an estimate or forecast) is provided in good faith.

Failure to disclose any material information or change in circumstances to Your insurers which could influence the cost, or their decision to accept Your insurance, could mean that Your policy could be invalidated or cancelled without refund, or that part or all of a claim may be not be paid.

'Material statements' and 'material information' are information which could influence the judgement of a prudent insurer in determining whether to take on a risk and on what terms.

(Where ProAktive completes proposal forms or any other application on your behalf, you must take responsibility for the accuracy and completeness of the answers. A copy of any such documentation will always be provided to you for this purpose. Please read your policy document carefully and refer any queries to us as soon as possible