# **Terms of Business Agreement**

#### **Law and Language**

This Terms of Business is subject to English Law and the jurisdiction of the English Courts. We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

## **Acceptance**

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all the information carefully. If you do not agree to any part of the information, please tell us. We assume that you accept the terms of this agreement unless we hear from you.

## **The Regulator**

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. The FCA has authorised us to advise, arrange, deal in, and assist with the placing and administration of all types of Life, Illness and Private medical Insurance policies.

BQI Protection Ltd (810483), Sixth Floor, North Wing, 12 Sheep Street, Wellingborough, NN8 1BL, is an Appointed Representative of BQI Group Limited who are authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 456214 and you can check our status and permissions at <a href="https://register.fca.org.uk/s/search">https://register.fca.org.uk/s/search</a> or by contacting the FCA on 0845 606 1234.

## **Confidentiality and Data Protection**

We will exchange the information that you provide to us with insurance companies for the purposes of obtaining quotations and arranging cover. We may be required to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up to-date. For this purpose, we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

Under the GDPR Regulation, you have a right to a copy of any personally identifiable information about you that we hold in our records, you can obtain details by writing to us at the usual address. A nominal charge might apply in providing the information to you.

We will, in addition use information for marketing similar products or services by us and carefully selected companies. Contact may include SMS text, post, telephone, or e-mail. If you do not want us to use your information in this way, please let us know.

#### **Call Recording**

Telephone calls to us and received from us will be recorded for training and quality purposes. Call recordings may also be supplied to the Insurer or appropriate 3rd parties if required to investigate a claim or complaint and for the detection and prevention of criminal activity or fraud.

#### The Cost of our Services

We do not charge a fee for these services as we will receive commission from the policy provider/insurer.

#### **Our Service**

For protection and insurance contracts we are an intermediary and will act on your behalf when providing advice and making our personal recommendation(s) to you. We will do this based on a fair and personal analysis of insurers for term assurance, whole of life products, income protection, critical illness & private medical insurance.

## **Our Selection (Fair Analysis)**

We offer products from a wide range of insurance companies. Our selection usually involves a reasonable number of insurance companies that will insure for the risk at hand, and this is called a fair analysis of the market. Sometimes we may only approach two or three insurers and this is a limited Panel, or in some cases, we may only approach one insurer, in either case, we will tell you the basis as part of our selling process. You can also request a list of the companies that form the Panel we have approached.

## **Financial Strength**

We regularly assess the financial strength of the Insurance Companies The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and A M Best published with other readily available information within industry guides, newsletters, and press releases. Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

#### Cancellation

Please contact us if you wish to cancel any policy that we have arranged for you. Customers will have a legal right to cancel policies for any reason, within 14 days of receiving the full terms & conditions. However, you are never tied into any cover that is in force. If you stop paying the premium the cover will finish and you will no longer be covered.

#### **Insurance Premium Tax (IPT)**

Most of the contracts we advise on are not subject to IPT. However, general insurance and private medical contracts are subject to this tax. If applicable our premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

## **Complaints**

Our aim is always to provide our customers with a first-class service; however sometimes things just go wrong. If that happens, we will go the extra mile to put it right. However, if you still feel that we have let you down, here is how to make a complaint.

In the first instance, get in touch by one of the following:

In writing to Malcolm Robertson, BQI Protection, 6th floor, 12 Sheep Street, Wellingborough. NN8 1BL

or, by telephone on 01604 498300 or, by email at malcolm@bqigroup.com

Wherever possible, we will try to sort out the problem within three working days. If we cannot resolve the issue within 3 days, then our formal complaints procedure will kick in:

- 1) We'll acknowledge your complaint promptly, to reassure you that we'll be dealing with the issue as a matter of urgency, giving you the details of who will be handling the matter in our office, and details of the service of the Financial Ombudsman Service, where this applies.
- 1) In the event that your complaint relates to activities or services provided by another party, we'll advise you of this in writing giving the reasons for our decision and ensure that your complaint is promptly forwarded to the appropriate party, in writing.

- 2) We will aim to make a final response to you as soon as is practicable and keep you reasonably informed as to progress. We anticipate that we will be able to provide a substantive response to most complaints within eight weeks.
- 3) By the end of eight weeks from receipt of your complaint, we'll issue you with our final response, or issue a response that gives the reasons for the delay and indicates when we will be able to provide a final response. If you are dissatisfied with our response, or the delay at this time, you'll have a period of six months in which you can refer the matter to the Financial Ombudsman Service, whose details are shown below.

When we provide our final response letter, we will try to ensure that we have taken into consideration any financial losses, or material inconvenience you may have suffered. If we do not feel that your complaint is justified, we'll advise you of the reasons for our decision and we'll also advise how you may pursue the complaint if you are still dissatisfied.

The Financial Ombudsman Service provides consumers with a free, independent service for resolving disputes with financial firms.

The FOS Consumer Helpline is on 0800 023 4567 and their address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

https://www.financial-ombudsman.org.uk/

Authorised and regulated by the Financial Conduct Authority

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

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however compulsory classes of insurance (such as life & critical illness insurance) is covered for 100% of a claim. Further information is available from the FSCS helpline on 0207 892 7300 and www.fscs.org.uk. The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent.

#### **Termination**

You may cancel this agreement with us at any time. You must provide at least 14 days written notice of instructions. We also reserve the right to cancel this agreement at any time. In any event, we will provide you with reasonably sufficient time to re-arrange your insurance and we will notify you of termination in writing together with an explanation if appropriate.