



# Terms of Business – Client Agreement

By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

## 1. The Regulator

PPS GI is a trading name of Lloyd & Whyte Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Registered number is 306077. You can check our status at [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FCA on 0800 111 6768. Our permitted business includes advising, arranging, dealing as agent, assisting in the administration and performance of general insurance, credit broking and debt collecting.

## 2. Our Activities

The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies.

We are also authorised to undertake the following Consumer Credit Activities:

Credit Broking (where we act as a credit broker)

## 3. Our Service

We can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf.

We also act on behalf of insurers when collecting premiums under risk transfer (See “Money” section).

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

We will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks.

In all cases our service will include arranging and administering your insurance, including helping you with ongoing changes and claims.

If we use the services of another intermediary to place your insurance we will advise you of the name of the intermediary we use and the name of the insurer.

## 4. Our Product Selection (Fair Analysis)

Where we make a personal recommendation, this will involve analysing insurance contracts available on the market that will insure the risk at hand, and this is called a fair & personal analysis of the market.

For some products we will not make a personal recommendation but will give advice on the basis of a fair analysis of the contracts

of insurance available on the market to make a recommendation.

For certain products we may only use a single insurer and so do not approach other providers. We will advise you if we are contractually obliged to use any insurer.

In all cases, we will tell you the basis of our product selection as part of our selling process. We will also provide a list of the companies we have approached on request.

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. In relation to the provision of credit, we offer only the facilities provided by Insurers, or those of Close Brothers Ltd and Premium Credit, with whom we have a commercial relationship.

## 5. The Service we will provide you with

We are an intermediary, who acts on our customers’ behalf in arranging insurance. You will receive information with the policy cover, terms and conditions to help you make your own choice regarding the suitability of products offered and about how to proceed. Guidance on the circumstances in which any policy is likely to meet customer’s needs, will be confirmed in a demands and needs statement with the quotation issued.

## 6. Money

We act as agents of the insurer in collecting premiums and handling refunds to clients. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

## 7. Our Remuneration

We usually receive a commission from the insurer with whom we place your business and this is expressed as a percentage of the premium you pay and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you or, when the insurer has received cleared funds from us. In addition, there might be further remuneration based upon the amount and profitability of business placed with insurers and/or service providers over a specific period.

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 and are shown on the relevant documentation.**

We will charge you a fee to cover the administration of your insurance policies as shown below. The fees are current at the time of printing and we reserve the right to vary them if necessary. You will be notified in advance of any changes.

Arranging or Renewing a Practice Policy	£100
All other Policies	NIL

## 8. Cancellation

Upon cancellation of your insurance, the terms of your policy may allow the insurer to retain the premium in full or charge short-period premiums as long as no claims have occurred. Please refer to your policy wording for full details.

Where you have been charged an administration fee, cancellation premiums will be refunded NET of that fee. For all other policies, premiums will be refunded in full.

## 9. What to do if you have a complaint

Our aim is always to provide a first class service, however we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible by contacting the office either **In writing** to Laura Marsh, PPS G1, 22 Greenbox, Westonhall Road, Stoke Prior, Bromsgrove, Worcestershire B60 4AD, or, **phone:** 01527 909200 or **email:** [enquiries@ppsgi.co.uk](mailto:enquiries@ppsgi.co.uk)

If we are unable to resolve the issue to your satisfaction by the end of the third business day following receipt, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response no later than 8 weeks.

If you are not happy with our response after a period of 8 weeks, you may be eligible to refer the matter to the Financial Ombudsman Service (FOS). For further information you can visit the FOS website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**A full copy of our complaints procedure is available on request.**

**Your Details:** *It is your responsibility to notify us immediately if your contact information changes including address, telephone number and email.*

## 10. Your Right to Cancel (Applicable to Consumers only)

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge may apply for the period of cover provided and, in addition, an administration charge will apply as shown in Section 8 – “Cancellation”. Cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

## 11. Financial Services Compensation Scheme (FSCS)?

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.

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If you are eligible to claim, compensation is available in relation to insurance advising and arranging as follows

- 90% of the claim, without an upper limit.
- 100% of the claim without any upper limit For compulsory classes of insurances (for example, motor insurance and employers’ liability insurance)

Further information about compensation scheme arrangements is available from the FSCS on **0800 678 1100** or [www.fscs.org.uk](http://www.fscs.org.uk)

## 12. Payment Options

We will provide you with full details of all the payments options available to you when we provide you with your insurance.

You may choose to enter into a finance agreement with the insurer (where available) or with Premium Credit Ltd or Close Brothers Ltd, who we use for the provision of premium finance facilities, rates and acceptance may be subject to a **credit check**. If there are any interest charges, you will be provided with full details when your policy is being arranged. In the event of your failure to meet with the contractual obligations regarding payment, the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer. **It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.**

**We do not charge any fees to you for introducing you to a credit provider.**

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14 day cooling off period.

**Please Note:** Your policy cover will cease if you fail to keep up payments on a premium finance facility related to it and your credit rating may be affected.

### INFORMATION FOR COMMERCIAL CUSTOMERS ONLY

Prior to the conclusion of each insurance contract, or upon renewal, we will remind commercial policyholders of their 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.

Should you wish to cancel your policy you should make any request in writing to us and return any relevant documentation. In the event of cancellation charges for our services will apply in accordance with section 7 above. The terms of your policy may allow insurers to retain the premium in full or charge short-period premiums in the event of cancellation before the policy expires.

#### Commercial Customers’ Duty to Give Information

You have a duty under the Insurance Act 2015 to make a fair presentation of the risk to your insurer in accordance with the law. This duty applies when you take out your insurance cover, when any changes are made to your policy mid-term and when you renew your insurance. A fair presentation is disclosure of risk information in a manner that is reasonably clear and accessible; including every material fact, which is known or ought to be known by an insured’s senior management, or those responsible for arranging the insurance, following a reasonable search.

If you do not make a fair presentation of risk to us and fail to advise us of any inaccuracies or omissions your policy may not protect you in the event of a claim. The insurer may at their option:

- Declare your policy void (treating your policy as if had never existed)
- Change the terms of your policy
- Reduce the amount of any claims payments