

TERMS OF BUSINESS AGREEMENT

1: Definitions

International Travel and Healthcare/ ITHC /we/us/our

International Travel and Healthcare Limited whose registered office is at West House, 46 High Street, Orpington, Kent BR6 0JQ. Registered in England and Wales no. 05461888. Tel: +44 (0) 1689 892 228 Fax: 0845 053 3000 Email: info@int-travelandhealthcare.com.

You/Yours

The client or potential client of **International Travel and Healthcare Limited**.

2: Introduction

If you require any documentation in an alternative format such as large print, please contact us.

The Financial Conduct Authority is the independent watchdog that regulates financial services. It requires **us** to give you this document. **You** should use this information to decide if **our** services are right for **you**.

Please read this agreement carefully as it contains details of **our** regulatory and statutory responsibilities and also sets out the terms on which **ITHC** agrees to act for its clients. If there is anything in it with which **you** disagree or do not understand, please contact **us**.

ITHC is an independent intermediary. **We** are authorised and regulated by the Financial Conduct Authority (FCA) and bound by its rules in respect of insurance mediation activities. **Our** Financial Services Register number is 433367. **You** can check this on the FCA's Register by visiting the FCA's website www.fca.gov.uk/register or by contacting the FCA on 0845 606 1234. **Our** permitted business includes advising, arranging, dealing in and assisting with the placing and administration of insurance policies. **We** are not tied to any insurer.

3: Products and services

Products are usually offered from a single insurer or a limited range of insurers. A list of insurers is available on request.

Unless **we** advise **you** otherwise, **you** will not receive advice or a recommendation from **us** or **our** Appointed Representatives as to whether a policy is suitable for **your** specific needs. **We** or the Appointed Representative may ask some questions to narrow down the selection of products however, **you** will then need to make **your** own choice about how to proceed.

We pride **ourselves** on providing the highest standards of service to **our** clients. **We** will provide **you** with details of the cover effected for **you** as well as those of the insurer(s) underwriting the risk. **ITHC** will use its best endeavours to place cover on **your** behalf but **we** do not guarantee to be able to do so. If **you** effect a policy through **us** or **our** Appointed Representatives, **we** will, during the currency of the policy, administer it, make any adjustments you require, provide advice if **you** need to make a claim and, if the policy is renewable, tell **you** when it is due for renewal. Cancellation instructions will only be accepted in writing.

There may be occasions when **we** act for both **you** and the insurer. If this situation arises **you** will be advised.

Your policy may, in certain circumstances, be transferred to a different provider without prior discussion with **you**. The decision will have been taken in **your** best interests and the cover will remain the same.

4: Your duty to provide information

It is **your** responsibility to provide complete and accurate information to insurers when **you** take out **your** policy and throughout its currency. It is essential that **you** ensure that all statements **you** make on the

application form, claim forms and other documents are full and accurate. Please note that if **you** fail to disclose any information or change in circumstances to **your** insurers which could influence the cost of or their decision to accept **your** insurance, **your** policy may be invalidated and part or all of a claim may not be paid. If **you** are in any doubt at all as to whether information is material, it should be disclosed.

It is an offence to deliberately make false statements, withhold or misrepresent information
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We strongly recommend that **you** keep a record of all information given to **us** including telephone calls, copies of all letters, emails and the application and claim forms completed whether in hard copy or on-line. Copy policies are available on request.

5: Policy terms and conditions

You are strongly advised to read your policy documents carefully as they, together with the schedule and any certificate of insurance issued, form the basis of the policy you have purchased.

6: Claims

It is essential that **you** notify **ITHC** or **your** insurer promptly of any claim as failure to do so could prejudice **your** position. **You** will find all the relevant contact numbers and **your** insurer's claim reporting requirements in **your** policy. If appropriate, **we** will issue a claim form and advise insurers of the claim. **You** will be required to give all necessary information and assistance to insurers so that they can deal with **your** claim.

7: Renewals

Where **ITHC** has arranged a renewable policy on **your** behalf, the placement of that policy will not automatically be reviewed at each renewal unless **you** request it and/or **ITHC** deems it necessary. **We** will make every effort to contact **you** prior to renewal to obtain **your** instructions but if, for whatever reason, **we** do not receive **your** instructions by **your** renewal date **we** may, in order to protect **your** position and, at **our** absolute discretion, renew **your** policy. However, **we** reserve the right not to renew **your** policy if **we** do not receive **your** instructions by the renewal date and **we** will not be held liable for any loss **you** may suffer if **you** fail to provide the necessary instructions in sufficient time before renewal.

8: What you will have to pay for our services

We reserve the right to charge fees or other charges in addition to any insurance premiums for the arranging, amending, renewing and cancellation of any policy. Any fees or charges will always be advised to **you** and could attract Insurance Premium Tax (IPT) or VAT at the prevailing rate.

Our **Tariff of Charges** are as follows:

- To incept a new Policy or to renew a Policy, our Policy Administration Fee is £35
- To make a Mid Term Adjustment (MTA) to the Policy of any kind, which is requested after 14 days of inception of the Policy our MTA Fee is £20.
- To make a Mid Term Adjustment within 14 days of inception of a new Policy there is no charge.
- To cancel a Policy within 14 days of inception (within the cooling off period) there is no charge.
- To cancel a Policy after 14 days of inception our Cancellation Fee is £35.
- To process a credit card payment our Card Processing Fee is 2.5%.

9: Premium payment

Unless payment is made direct to the insurer or to a premium finance company, **you** must pay **ITHC** all amounts due in accordance with the payment date specified on the invoice or other documentation. If payment is made to a premium finance company, **you** must return all the necessary documentation by the required date. **We** are under no obligation to fund premium to insurers on **your** behalf, therefore failure to pay the monies due by the payment date may lead the insurer to cancel **your** policy.

10: Client Money

We are governed by strict rules pertaining to client money. **ITHC** does not have permission from the Financial Conduct Authority to hold client money. All money received by **us** from clients is paid into special accounts which form the property of the individual insurers through whom **we** transact insurance business.

Such accounts are called 'risk transfer' by the Financial Conduct Authority and monies in these accounts are protected from claims by **ITHC's** creditors. Any interest earned on these accounts will be retained by **ITHC**. By accepting these Terms of Business **you** are giving **your** consent for **us** to operate in this way.

11: Risk Transfer

We act as agents for insurers for the collection and refunding of premiums. This means that premiums are treated as being received by insurers when received in **our** bank account. Premium refunds are treated as received by **you** when actually paid over to **you**. There are occasions where such transactions are restricted and **we** will tell **you** if this is the case.

12: Complaints

We aim to provide the highest service standards at all times however, if for any reason **you** are not satisfied, **we** would like to hear from **you**. The procedure below has been put in place to ensure that **your** concerns are dealt with promptly and fairly. Please remember to quote **your** name as shown on **your** current schedule and the policy number in all correspondence and telephone calls.

In the first instance, **we** would encourage **you** to notify **your** usual contact and ask for **your** complaint to be investigated. Alternatively, **you** can telephone **our** Compliance Officer on 0845 465 1717 or +44 (0) 1689 892 228. **You** may write to International Travel and Healthcare Limited, West House, 46 High Street, Orpington, Kent BR6 0JQ. United Kingdom.
Email: info@int-travelandhealthcare.com.

If **we** cannot resolve **your** complaint immediately, **we** will acknowledge it within 5 days. It will then be investigated. **Our** aim is to finally resolve the complaint within 8 weeks. If the complaint cannot be resolved in this time **we** will inform **you** and give reasons for the further delay and indicate when **we** expect to give a final response.

If **your** insurance has been placed at Lloyd's **you** may, if **you** remain dissatisfied, ask Lloyd's to review **your** case by contacting Managing Agent Services, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693 Email: complaints@lloyds.com

If you are still unhappy with the delay, the way your complaint has been handled or, if your complaint has not been resolved to your satisfaction, you may refer it to the Financial Ombudsman Service (FOS), an independent body at

South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 020 7964 1000

Email: enquiries@financial-ombudsman.org.uk Web: www.financial-ombudsman.org.uk

Whilst the insurers are bound by the decision of the Financial Ombudsman Service, you are not and your right to take legal action is not affected.

FINANCIAL SERVICES COMPENSATION SCHEME

The insurers participating in this insurance are covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that the insurer is financially unable to pay claims made against it. For all non compulsory insurances, the FSCS will meet a maximum of 90% of any claim for compensation. There is no upper limit. Full details of the scheme can be obtained from FSCS website www.fscs.org.uk or by writing to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

Whilst the insurers are bound by the decision of the Financial Ombudsman Service, **you** are not and **your** right to take legal action is not affected.

13: Data protection – information uses

For the purposes of the Data Protection Act 1998, **International Travel and Healthcare Limited** is the Data Controller for any personal data you supply. **You** may, with limited exceptions and on payment of an appropriate fee access and, if necessary, have corrected the information held about **you**. **We** will, on request, supply details of the databases, registers and agencies that **we** contribute to or access.

Sensitive data

ITHC as well as participating insurers, their agents and other suppliers may need to collect data which the Data Protection Act defines as “sensitive” such as criminal convictions or medical history in order to assess **your** application, make changes to **your** policy, for medical screening purposes or to administer claims. The agreement to proceed with this policy signifies **your** consent to the information being used in this way.

Marketing

ITHC, its associated companies, representatives and agents may use **your** information to keep **you** informed by post, telephone, e-mail or other means about products and services which may be of interest to **you**. **Your** information may also be disclosed and used for these purposes after **your** policy has lapsed. If **you** do not wish **your** information to be used for these purposes please write to the Managing Director, International Travel and Healthcare Limited, West House, 46 High Street, Orpington, Kent BR6 0JQ.

Administration and regulatory compliance

The information **you** supply may be

- used for insurance, medical screening and claims administration, debt collection, research and statistical analysis by **us**, **our** associated companies, representatives and agents, by other participating insurers, their agents and suppliers and, if relevant, **your** insurance intermediary
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers’ compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as claims administrators, lawyers and investigators
- shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when **you** apply for, renew this insurance or make a claim.

Fraud detection and prevention

ITHC, participating insurers and/or their representatives, agents and suppliers may, in order to detect and prevent fraud

- check **your** identity to prevent money laundering unless **you** have provided **us** with satisfactory proof of identity
- undertake checks against publicly available information such as the electoral roll, County Court Judgements and bankruptcy orders
- validate **your** claims history or that of any insured person or property involved in a policy or a claim.

I4: Security

Whilst **we** make every effort to ensure that cover is placed with financially strong insurers, **we** do not guarantee the solvency of any insurer with whom **we** place business. If a participating insurer becomes insolvent, **you** may still be liable for the premium, whether in full or pro rata. **ITHC** will not be responsible for any losses that **you** may incur as a result of any solvency difficulties experienced by insurers.

I5: Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) which acts as a safety net in the unlikely event that **we** cannot meet our obligations. Insurance advising and arrangement is covered for first £2,000 and then 90% of the balance, in both cases without any upper limit. Full details of the scheme can be obtained from www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

I6: Communications

Writing - All communications between **you** and **ITHC** including all communication of terms and conditions will be in English unless otherwise agreed in writing.

Electronic - Both **we** and **you**, may communicate with each other using electronic mail and attachments including via **our** website and by text. Both parties accept the inherent risks of using such means of communication. Electronic mail will be considered to have been received by the other party when actively acknowledged. Both parties are responsible for checking that messages received are complete and both agree that, in the event of a dispute, neither will dispute the legal evidential standing of an electronic document. Any agreement reached using electronic mail will be binding on both parties. **If you do not want us to communicate with you via email you must please advise us before you incept your policy.**

Telephone – Both **we** and **you** may communicate by telephone but it is agreed that no instructions requiring action will be left on any messaging service since neither party can guarantee that they will be received or acted upon.

17: Third party rights

No other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement other than other member companies of **ITHC**.

18: Amendment to terms

ITHC may amend the terms of the agreement at any time by giving **you** fourteen days notice in writing.

19: Duration and termination

This agreement commences from the date that **you** appoint **ITHC** to act as **your** intermediary or **you** instruct **us** to arrange insurances on **your** behalf whichever of these dates is the earlier.

This agreement will continue until **you** or **we** terminate it by giving seven days notice in writing. In the event of termination by **you**, **ITHC** will be entitled to receive all fees or brokerage payable (whether or not these have been received by **us**) in relation to all policies placed by **us** prior to termination of the agreement.

20: Governing law and jurisdiction

This agreement is governed by and construed in accordance with the laws of England and Wales. If there is a dispute, it will be subject to the jurisdiction of the courts of England and Wales.