

TERMS OF BUSINESS FOR CLIENTS

Introduction

Lifepoint Healthcare Ltd is an appointed representative of Premier Choice Healthcare Ltd, a company authorised and regulated by the Financial Conduct Authority.

This Terms of Business Agreement (TOBA) sets out the nature and scope of the services Premier Choice Group will be providing to you and other information required by law. By instructing us to act you will be deemed to have accepted this Agreement. This Agreement can only be varied by agreement in writing between us.

About The Premier Choice Group and Who Regulates Us

Premier Choice Group (PCG) is not a legal entity but is a Holding Group consisting of three member companies: Premier Choice Healthcare Ltd, Premier Choice Lifecare Ltd and Premier Choice Employee Benefits Ltd. Premier Choice Healthcare Ltd is Authorised and Regulated by the Financial Conduct Authority and its Financial Services Register number is: **312878**.

Premier Choice Lifecare Ltd and Premier Choice Employee Benefits Ltd are Appointed Representatives of Premier Choice Healthcare Ltd.

Our permitted business is to sell and administer general insurance products. You can check this information on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 1116768.

Our Service to You

We will advise and make a recommendation for you after we have assessed your needs for:

- Private Medical Insurance (UK and International)
- Group Protection/ Employee Benefits (Income protection, Critical Illness and Life Insurance)
- Individual Protection – Personal Family and Business (Life Insurance and Critical Illness)
- Family Income Benefit
- Income Protection
- Travel Insurance
- Dental Insurance
- Cash Plans

In making our recommendation we will carry out a comprehensive and fair analysis of the market. This means that we will compare products from a wide range of Insurers in terms of the cover provided, quality of service and other relevant features. In arranging insurance for our customers, we act as an independent intermediary and act on your behalf. Our service includes: advising you on your insurance needs, arranging your insurance cover with the recommended insurers and helping you with any ongoing changes you have to make. Where you ask us to we will provide advice and assistance on claims matters, however we will not become involved in the claims process in any other way and will not be involved in payment of claims. Claims generally are handled directly by insurers.

We will send you your policy documentation confirming the basis of cover (including the insurer's summary sheet) together with details of the premium amount(s) and the date it is due.

We will forward the policy documentation and any amendments or endorsements to your policy as soon as reasonably practicable.

We will tell you if an insurer is connected to PCG, or, if there are any special arrangements existing between those two parties.

Your Responsibilities

Disclosure of Information and Changes in Circumstances

Consumer Insurance Contracts

You are responsible for providing us and the insurers with the information we request from you to enable us to seek the cover you require. It is important that you understand that any information, statements or answers made by you to us or the insurers are your responsibility and must be accurate and complete. Any failure to answer questions honestly, carefully and accurately may invalidate your insurance cover in part or whole. Please do consult us if you are in any doubt on any aspect. Further information on your duty to take reasonable care in answering questions will be detailed in your statement of demands and needs.

Commercial Contracts

You are responsible for providing us and the insurers with the information we request from you to enable us to seek the cover you require. It is important that you understand that any information, statements or answers made by you to us or the insurers are your responsibility and must be correct. Any failure to disclose facts material to the insurer or any inaccuracies in your answers may invalidate your insurance cover in part or whole. Material facts are matters or information which may influence your insurer as to the acceptability or otherwise of your proposal or renewal and must be disclosed immediately. Please do consult us if you are in any doubt on any aspect. Further information on material facts will be detailed in your statement of demands and needs.

Please note that the disclosure of material facts not only applies at the commencement or renewal of your policy but also at any time during the lifetime of your policy. You should therefore advise us as soon as reasonably practical of any changes in your circumstances (including changes of address) which may affect our service to you or the cover provided under your policy. This should include any changes to scheme membership (if relevant).

Insurers

The decision regarding suitability of any insurer or market rests with you. If you have any concerns regarding any insurer chosen for your insurance requirements you must let us know as soon as possible and we will then discuss them with you.

Importance of Reading Your Policy Documentation

You are responsible for reviewing the evidence of insurance cover and other related documents which will be sent to you to confirm that it accurately reflects the cover, conditions, limits and other items that you require. Particular attention should be paid to policy conditions as failure to comply may invalidate your cover. If there are any discrepancies please contact us immediately.

You are advised to keep copies of all documentation sent to or received from us for your own protection.

Payment of Premiums

You must provide settlement with cleared funds of all monies due in good time, direct to an Insurer in accordance with the payment date(s) as specified in either the Policy documentation or other relevant payment documentation (Payment Date). Failure to pay by the Payment Date may lead to insurers cancelling your policy. Premiums will include insurance premium tax at the prevailing rate (where applicable).

Client Money

We are unable to hold client money in any way. If you wish us to pass money on to your Insurer this must be by way of cheque made payable to that Insurer marked Account Payee only.

Our Remuneration

Our remuneration may be a fee paid by you to us or as a commission paid by the insurer. Any commission which is due is payable out of the premium paid by you and is allowed by the insurer (s) with whom your cover is arranged. Should we decide to charge a fee for our services this will be discussed with you and confirmed in writing.

If you require us to disclose the level and indemnity term of our commission receivable from an Insurer, please ask and we will send you a letter setting out the amount we receive. This applies to both Consumer (Individual) clients, and Commercial (Group) clients. If you are a client with an individual protection product then we will automatically inform you of the level of commission we earn from the Insurer at the quotation stage.

On occasion we may be remunerated by both commission and a fee.

Cancellation within the cooling off period – Consumers Only

We will give you enough information and help so you can make an informed decision before you make a final commitment to buy your insurance policy. If you are a consumer (that is an individual buying insurance for personal use only i.e. wholly outside your business or profession) you will have the right to cancel your insurance policy within 30 days for pure protection policies e.g. Term Life or Critical Illness or 14 days for general insurance e.g. private medical insurance or travel.

The cancellation period begins (the later of):

- the day of the conclusion of the contract (for general insurance contracts),
- the day after the customer was informed that the contract was concluded (for pure protection contracts); or
- if later, the day after the customer receives full policy documentation.

You may be required to pay for the time on risk should you invoke cancellation and this will be at the discretion of the insurer.

Cancellation of this agreement

Our arrangement may be terminated by either party upon the giving of notice in writing to the other party. In the event our services are terminated by you, we will be entitled to receive all fees payable and any commission(s) payable in respect of the current policy year.

Confidentiality

We will treat any information in our possession which relates to your business as confidential. It will be necessary, however, for us to disclose information that you consider confidential to insurers or other parties, when acting on your behalf, where we reasonably consider such information to be material to the risks being covered, or for internal review and audit purposes. Likewise, we may disclose to third parties certain industry wide statistics or other information which may include information relating to you. Any sensitive information will be handled appropriately and information specific to you will not be identified without your consent. It is our policy to retain documents for business effected on your behalf in electronic or paper format for a minimum of 6 years.

Data protection

Personal Data – This section only applies to data for natural persons, i.e. Individuals and not Companies or Corporate entities, but it does include Employees on a Group scheme, on behalf of whom the Group Secretary is acting. You agree that any personal information provided by you may be held by PCG and your insurer(s) in relation to your insurance cover. Premier Choice Healthcare Ltd complies fully with the requirements of the Data Protection Regulations. Such information may be used by PCG or your insurers' relevant staff in making a decision concerning your insurance and for the purpose of servicing your cover and administering claims. We also reserve the right to open certain correspondence marked Private and Confidential that is sent to our offices, in order for us to discharge the duties expected of us. Where other companies and/or third parties provide services to PCG, then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions, such as processing business and obtaining compliance and regulatory advice, you are aware that sensitive personal information held by us may be disclosed on a confidential basis to such companies. Such companies will themselves be bound by specific legal undertaking to maintain full confidentiality in line with Data Protection Act requirements. By confirming receipt of this TOBA, we assume that you have given us your agreement to allow us to handle this Data as above, in order to give you appropriate advice. **If you disagree with this statement, we require your objections in writing.** Under Data Protection Legislation, you can ask us in writing for a copy of certain personal records held about you. We may request a fee of up to £10-00 for this service.

Use for Marketing Purposes

We (PCG) may use, analyse and assess information held about you to give you information about products and services from members of the Premier Choice Group, and those selected third parties which we think may interest you by phone, post or other means. We may pass this information to other members of the PCG so that they may do the same. We may also allow a Client, where requested, to have the ability to access our electronic on line filing and data base system in order that they may view their own files in real time, and also have the ability to download selected scanned documents. If you do not wish to receive information concerning other PCG products and services, then please advise your usual PCG contact accordingly.

If you are not happy with our service

It is our intention to provide you at all times with a high level of customer service. However, if you have any reason to be unhappy with the arrangement or servicing of your insurance, please contact:-

Ann Daniels, Chief Executive Officer, Premier Choice Healthcare Limited at the address at the bottom of this agreement or by emailing her on anndaniels@pch.uk.com

Your custom is valuable to us and we want you to be entirely satisfied with the response and service we give. Our aim is to resolve all concerns internally. If you remain dissatisfied with the way in which we have dealt

with your complaint you may be entitled to refer your complaint to the Financial Ombudsman Service. Their contact address is as follows:-

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR
0845 080 1800

www.financial-ombudsman.org.uk

Are we covered by the Financial Services Compensation scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim without any upper limit.

Further information about the compensation scheme is available from the FSCS

Introducer Arrangements

We have an Introducer Arrangement in place with an Independent Financial Adviser (Regulated by the Financial Conduct Authority) for the purposes of making Introductions only for advice on Investment Linked products. Where it is relevant, such introductions will be made with the client's agreement.

Third Party Rights

Unless otherwise agreed between us in writing no term of this Agreement is enforceable under the Contracts (Right of Third Parties) Act 1999, except by a member of the PCG Group of companies.

Governing Law

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.

Premier Choice Group: the constituent members of which are:-

Premier Choice Healthcare Ltd
Premier Choice Employee Benefits Ltd
Premier Choice Lifecare Ltd

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