

TERMS OF BUSINESS AGREEMENT

1: Definitions

International Travel and Healthcare Limited/ ITHC /we/us/our shall mean:
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
Email: info@int-travelandhealthcare.com.

You/Yours shall mean;
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 (FCA) regulates Financial Services firms in the United Kingdom.

The FCA requires **us** to give **you** this document. **You** should use this information to decide if **our** services are right for **you**.

We are authorised and regulated by the Financial Conduct Authority (FCA) and **we** are bound by FCA rules in respect of Insurance Distribution activities. **Our** Firm Reference 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 **0800 111 6768**.

Our permitted business includes arranging, distributing and the administration of non-investment insurance business.

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

ITHC is an independent intermediary. We are not contractually bound to any one specific insurer. We have underwriting facilities with a number of insurers, this includes:

- Europ Assistance S.A.
- MAFPRE Asistencia,

3: Products and Services

We do not provide any insurance recommendations.

You must therefore ensure that any policy **you** purchase from **us** meets **your** needs.

We will assist **you** as much as possible and provide **you** with information and answer any questions **you** may have. **We** may ask **you** some questions to narrow down the selection of insurance products based on what **you** tell us is **your** requirement. **You** will then need to make **your** own choice about whether 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 **your** insurance. **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 Representative, **we** will, during the currency of the policy, administer it, make any adjustments **you** require, provide assistance if **you** need to make a claim and, if the policy is renewable, tell **you** when it is due for renewal.

Instructions to cancel **your** policy will only be accepted by **us** in writing. **We** will only refund premium (if it is applicable) back via the method by which **you** made the payment originally. **We** will not refund premium to a person or firm, if it is different to the person or firm with whom **we** contracted initially. In the event of the death of an **insured person**, **we** will refund the estate of the deceased.

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. **We** will write to tell **you** if this has happened.

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 at the time of application, or in completing claim forms and all other documents are full and accurate.

Please be aware that if **you** fail to disclose any information, or fail to advise a change in **your** circumstances to **your** insurers, this would include changes to **your** health after the inception of **your** policy, which could influence the cost of **your** insurance, or affect the insurers decision to accept or continue **your** insurance, **your** policy may therefore be invalid and part or all of a claim may not be paid.

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

5: Policy Terms and Conditions

It is in **your** own best interests to read **your** policy documents carefully when **you** receive them. Together the Policy Wording and the Schedule of Insurance issued to **you** by **us**, along with any relevant Medical Screening Declaration or Letters of Acceptance which also form the Contract of Insurance that **you** have purchased.

6: Claims

It is essential that **you** notify **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 Wording. **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 replacement of that policy will not automatically be renewed. **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** will not renew **your** policy 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 make 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 will include Insurance Premium Tax (IPT) at the prevailing rate.

Our Tariff of Charges for **our** Travel Insurance schemes are as follows:

To incept a new Policy or to renew a Policy, **our** Policy Administration Fee is between £10 and £45 and is dependent upon the type of Policy you buy.

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) as long as you don't intend to make a claim, or have made a claim, or have already travelled, there is no charge.

To cancel a Policy after 14 days of inception as long as **you** don't intend to make a claim, or have made a claim, or have already travelled, **our** Cancellation Fee is £35. This is additional to the Policy Administration Fee which is charged when **you** first incept **your** insurance. **You** will receive a refund of premium based on the pro-rata amount of time **your** policy has been in effect if **you** have purchased a Single Trip policy. Annual Multi-Trip policies are refunded on the basis of 5% for each full month left until expiry.

Our Tariff of Charges for our Safe-Journey Terrorism Insurance scheme is as follows:

To incept a new Policy or to renew a Policy, **our** Policy Administration Fee is 15% of the Gross Premium.

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 £10.

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) as long as **you** don't intend to make a claim, or have made a claim, or have already travelled, there is no charge.

To cancel a Policy after 14 days of inception as long as **you** don't intend to make a claim, or have made a claim, or have already travelled **our** Cancellation Fee is £35. This is additional to the Policy Administration Fee which is charged when **you** first incept **your** insurance. **You** will receive a refund of premium based on the pro-rata amount of time **your** policy has been in effect if **you** have purchased a single trip insurance. Annual Multi-Trip policies are refunded on the basis of 5% for each full month left until expiry.

9: Premium Payment

You must pay ITHC all amounts shown on **your** Quotation and Medical Screening Documents in order to incept **your** cover. Cover will not be provided until all payments have been made and have cleared.

If **you** cancel **your** payment via **your** card provider or bank after inception, **we** will cancel **your** policy.

10: Client Money

We are governed by strict rules pertaining to client money. **We** do 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 **our** creditors. Any interest earned on these accounts will be retained by **us**. 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 in⁴all 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 01689 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 2 working 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 **you** were sold **your** insurance online or by other electronic means and within the European Union (EU) **you** may refer **your** complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>

*Once **you** have **our** Final Response to **your** complaint, if **you** are unhappy with 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:*

Exchange Tower, London E14 9SR. Tel: 0800 023 4567 or 0300 123 9123

Email: complaint.info@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, Portsocken 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, **International Travel and Healthcare Limited** is the Data Controller for any personal data **you** supply. **You** may 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** access. Our Privacy Policy details how we manage and protect your data. If **you** request a quote and decide not to proceed with a purchase, **we** will delete **your** personal data after 30 days have elapsed and **your** quotation has expired. If **you** buy a policy **we** are legally required to hold **your** data for 7 years.

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 medical history, in order to assess **your** application, make changes to **your** policy, for medical screening purposes or to administer claims.

Marketing

We will only use your information to keep **you** informed by post, telephone, e-mail or other means about our travel safety alerts, products and services that **we** provide, if **you** have requested this. If you have any queries about this please contact:

Data Protection Officer, International Travel and Healthcare Limited,
West House, 46 High Street, Orpington, Kent BR6 0JQ

or email info@int-travelandhealthcare.co.uk.

Administration and regulatory compliance

The information **you** supply may be;

- used for insurance, medical screening and claims administration and statistical analysis by **us, our** associated companies, by participating insurers, their agents and suppliers.
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers’ compliance with any regulatory rules and codes of conduct.
- shared with 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, Bankruptcy Orders, UK and EU Sanctions Lists
- validate **your** claims history or that of any insured person or property involved in a policy or a claim.

14: 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. **We** will not be responsible for any losses that **you** may incur as a result of any solvency difficulties experienced by insurers.

15: 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.

16: Communications

Writing - All communications between **you** and **us** including all communication of terms and conditions will be in English.

Online - **We** provide a free secure password protected and encrypted electronic environment for the storage of **your** policy documents. **We** do not accept responsibility if **you** download **your** documents and store outside of the environment **we** provide.

Electronic - Both **we** and **you**, may communicate with each other using electronic mail and attachments including via our website and by text, however no personal or sensitive data will be included in these communications by us. If **you** send **us** personal or sensitive information by email, **you** do so at **your** own risk. 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 **ITHC**.

18: Amendment to terms

We 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 **us** 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**, we 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.