

# TERMS OF BUSINESS

## Sure Insurance Services Ltd

These Terms of Business shall be governed by the Laws of England and Wales and supersede all previous versions.

### The Regulator

Sure Insurance Services Ltd, 2 White Lion Court, Cornhill, London EC3V 3NP, is authorised and regulated by the Financial Conduct Authority. Our Firms Reference Number (FRN) is 402061. You can check this on the Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk) or by telephoning the FCA on 0800 111 6768. Medical Travel Shield is a trading name of Sure Insurance Services Ltd.

### Our Service

We are independent insurance brokers acting on your behalf in arranging insurance. We may also act on behalf of the insurer; e.g. in respect of revision procedure insurance, where we have delegated underwriting and claims settlement authority. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised. Where we also act for, and owe duties of care to others, we will manage any conflict of interest fairly.

- We can offer a range of insurance products from across the marketplace.
- We will make a recommendation to you after we have assessed your needs and will explain the features and benefits of the products and services we offer. Quotations are usually valid for 30 days.
- We have also developed unique and exclusive products specifically designed to meet the needs of certain industries; including surgeons and surgery providers. A list of the Insurers used is available upon request.
- For some types of insurance (for instance medical travel, and revision procedure insurance) we deal exclusively with a single insurer. We do not provide any advice on these products and you should satisfy yourself that the product meets your requirements before proceeding.

### Terms of Payment

Unless specifically agreed otherwise, payment terms are as follows:

- New policies: full payment is due on or before the inception start. In respect of cosmetic surgery insurance you must provide the premium due in cleared funds in accordance with the amounts and payments dates specified in our invoice. Failure to meet the payment date may lead to Insurers cancelling your policy.
- Renewals: full payment is due before the renewal date
- Adjustments: payment is due on or before the date of the change

We normally accept payment by cheque, bank transfer or credit/debit cards if acceptable by the Insurers.

In the event that you default in paying the premiums due, for whatever reason, you acknowledge and agree that we reserve the right to instruct your Insurers to cancel your insurance and recover any refund of premiums from the Insurer.

If any balance or premium is not paid on demand we may appoint a debt collection agency to collect the outstanding balance on our behalf. Any additional charges or costs incurred including those of the agency and any associated Court costs will be added to the debt.

### Remuneration

As insurance brokers we earn our income predominantly from commission paid to us by Insurers based upon the amount they charge you. We shall only withdraw commission after we have received the premium from you, and in accordance with FCA regulations and agreements with Insurers. Some Insurers may pay additional amounts to us, normally at the end of an accounting period, in recognition of the profitability of a book of business we place with them and not in respect of any one policy. You are entitled, at any time, to request information on the earnings we may have received as a result of arranging your insurance. Please direct your enquiry to the Compliance Officer at our normal address.

### Charges

Where we make a charge to cover the administration of your insurance this would normally be in the region of £10 - £200 dependent upon the type of policy and the work involved. This will be notified to you before you make any commitment to purchase.

Where we arrange low or non-commission paying products, we will charge an arrangement fee and will advise you of the actual amount at the time of quotation or renewal. Fees charged for arranging your Insurance will be notified to you before you make any decision to proceed.

Other taxes, costs or both may exist in respect of products and services that we offer which are not paid through or imposed by us.

### Your Responsibility to Disclose Information

It is your responsibility to provide complete and accurate information to Insurers when you take out an insurance policy, if you make any mid-term changes to your policy and when you renew your insurance. It is important that you ensure that all statements that you make on proposal forms, claim forms and other documents are full and accurate to the best of your knowledge and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. If a form is completed on your behalf, you should check that the answers given to any questions are true and accurate before signing the document. If you are a commercial customer, this responsibility also extends to a duty to disclose information throughout the life of the policy. By signing the document you acknowledge that the information contained therein is fully accurate and complete.

Please note that any renewal of insurance will be made in reliance upon the information provided by you in connection with your previous insurance policy – we will assume that such information remains correct unless you tell us otherwise.

Please also note that if you fail to disclose any material information to your insurers this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. If you are in any doubt about whether information is material, you should disclose it.

### Solvency of Insurers

We cannot provide a warranty or guarantee over the solvency of any Insurer with which we place business. The final decision on the suitability of the Insurer rests with you the client. A liability for the premium, whether in full or pro rata, may arise under policies where a participating Insurer becomes insolvent. We do not accept any liability for the financial failure of the Insurer. If you have any concerns about the security offered, please contact us immediately.

### Client money (general)

We deal with client money using the following method:

### Risk Transfer

By virtue of Agreements we hold with Insurers we collect premiums and make refunds as their agent. Therefore, once we have collected premiums from you, those premiums are treated as having been paid to the Insurer. Refunds of premiums are treated as received by you when they are paid over to you. We settle premiums to Insurers after deduction of our commission and in accordance with the terms of our Agreements with those Insurers but we will not withdraw our commission until we have received the premium from you. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer. We will retain any interest earned on monies held in the risk transfer bank account.

### Complaints

It is our intention to provide you with a high standard of customer service at all times. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

Should you need to make a complaint you may do so;

- In the first instance in writing to the Compliance Officer
- By telephone on 0207 374 4022
- By fax on 0207 374 4201
- By email to [team@sureinsurance.co.uk](mailto:team@sureinsurance.co.uk)
- In person at our office address

Should you remain dissatisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS).

Further details will be supplied at the time we respond to your complaint. Information about the FOS is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by telephone to 0300 123 9 123 or 0207 964 1000.

In respect of the Medical Travel Shield travel insurance product, which is purchased on line, it may be possible to resolve disputes by using the European online dispute resolution (ODR) platform. To access the platform please go to: <http://ec.europa.eu/consumers/odr/>

### 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 upon the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephone to 0800 678 1100 or 0207 741 4100.

### Cancellation

Your policy document will contain details of any cancellation rights. Where a cancellation period is applicable to your policy this will usually start from the date the policy starts or when you receive the policy documentation, whichever occurs later. If you cancel your policy within this period and the terms of the policy allow, you may receive a refund of your premium. Usually, the Insurer will make a charge for the time the policy was 'on risk' however, in some instances a full years premium will be payable and there will be no refund. You will need to return the insurance certificate and any other official documents with your written instructions to cancel the policy.

### Refunds

Where a policy is cancelled mid-term Insurers charge to cover their costs with the balance (if applicable) refunded to you, subject to no claim having been made. Any return of premium may be refunded to you or held to credit.

Insurers reclaim commission paid to us when you cancel a policy or where there is a mid-term alteration resulting in a refund of premium. As a consequence, we will deduct this amount of commission from any return premium owing to you.

### Consumer Credit

We are authorised and regulated by the Financial Conduct Authority in respect of credit broking.

### Financial Crime

UK money laundering regulations require us to obtain adequate "Know Your Client" information about you. We are obliged to report to the National Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees to be influenced, or influence others, in respect of undue payments or privileges from or to insurers or clients.

### Confidentiality and Data Protection

All information about you of a sensitive nature will be treated as private and confidential. Information we hold about you may, however, be used in the normal course of arranging, placing and administering your insurance. This may involve passing information about you to Insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance. We may pass information about you to our Regulator so that monitoring or investigatory activities can be undertaken. From time to time, we may provide you with information about other products or services that we feel may be appropriate. If you do not wish to receive marketing information from us please write to us at our registered address. For training and monitoring purposes telephone calls may be recorded.

Please note that in the absence of any other specific instructions from you; by conducting business with us you are indicating your acceptance of the above terms and conditions.