



First Call Insurance Services

Administration Centre:
Loxley House
21 Coker Road
Worle
Weston super Mare
Somerset
BS22 6BX

Tel: 0333 200 4866 or 01934 529420
Email: enquiries@fcpl.co.uk
www.protection.uk.net

Terms of Business Agreement

Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

We draw your particular attention to the section headed; 'The processing of your personal data'.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

The Financial Conduct Authority

First Call Insurance Services, protection.uk.net, firstcallpaymentprotection.co.uk and First Call Group are trading names of First Call Payment Protection Limited which is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 541645

Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts.

You may check this on the Financial Services Register by visiting the FCA's website, www.fsa.gov.uk/register/ or by contacting the FCA on 0800 111 6768.

Our service

We source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details. You will then need to make your own choice about how to proceed.

Our product range and the range of insurers used

We only offer income or mortgage protection insurance products from UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

We will not in any circumstance guarantee the solvency of any insurer.

Complaints and Compensation

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact us:

in writing... Write to The Complaints Officer,
First Call Insurance Services at the above address.

by phone... 01934 529420

by email... customerrelations@fcpl.co.uk

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). For further information you can visit FOS website www.financial-ombudsman.org.uk.

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for
 - compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and
 - 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or www.fscs.org.uk.

Payment for our services

We do not charge a fee for using our services.

Handling money

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

Cancellation of insurances

You should make any request for the cancellation of a policy in writing and if requested any relevant certificate of insurance must be returned to us or to the insurer concerned.

If you cancel your income, mortgage or payment protection insurance policy within 30 days (the Cooling Off Period) of the policy start date we will refund any premium paid provided no benefit has been paid.

After the Cooling Off period you may cancel the policy at any time by giving 30 days' notice. As premiums are paid monthly, there will be no refund of premiums paid.

Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 14 days' notice. The insurer shall not be bound to accept the renewal of any insurance and may cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. Valid reasons are not limited to but may include non-payment of premium or fees, commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s), failure to

provide requested documentation or information, deliberate failure to comply with terms set out within the TOBA or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions.

Your responsibilities

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

The processing of your personal data

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data, we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, employment, health and contact details.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing optout@fcpl.co.uk

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties and product and service providers such as insurers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data, or you wish to exercise your rights, please contact our Data Privacy Representative by emailing mydata@fcpl.co.uk or by writing to us at the above address. or by telephoning 01934 529420. How we process your personal data is detailed further within our Privacy Notice which can be viewed online, or you can request a copy from us by emailing us; mydata@fcpl.co.uk

Credit checks

We, and other firms involved in arranging your insurance (insurers, or other intermediaries) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

Conflict of interests

Occasions can arise where we, or one of our *associated companies*, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Claims handling arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.