



## **Terms of Business Agreement**

This Terms of Business Agreement (TOBA) sets out the nature and scope of the services Healthwise Limited 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. These Terms can only be varied by agreement in writing between us.

### **About Healthwise Limited and Who Regulates Us**

Healthwise Limited is Authorised and Regulated by the Financial Conduct Authority and its Financial Services Register number is: 301052. Healthwise Limited is a wholly owned subsidiary of The Healthwise Group Limited.

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](http://www.fca.org.uk) or by contacting the FCA on 0800 1116768 or 0300 5008082.

Healthwise Limited is registered as a company in England and Wales (number 2793049) and our registered office is at Unit 6, Castle Court 1 (CC1), Castlegate Way, Dudley, West Midlands, DY1 4RD.

### **Whose products do we offer?**

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)**
- **Group Travel Insurance**
- **Dental Insurance**
- **Cash Plans**

### **Our Service to You**

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.

Where received by us we will forward policy documentation to you.

### **At Renewal**

We will write to you in good time prior to your renewal date, we will also attempt to contact you to assess if there are any changes to your needs. Should we be unable to make contact, to ensure your cover is not compromised we may renew your policy automatically at the invited premium.

### **Vulnerable Customers**

If you suffer from any conditions that may hinder your ability to make an informed decision at any time during your association with Healthwise Limited, please bring this to our attention. We will make a record of this, provide additional opportunities for you to ask questions about any information we have provided, and continuously seek confirmation that you have understood information that has been provided.

### **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**

Duty of Fair Presentation: In order to fulfil our collective duty with you to provide the insurer with a fair presentation of the insurance risk involved, you must disclose every material circumstance which you know or ought to know, or failing that, you must provide the insurer with sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

A 'material circumstance' is one which would influence the judgement of a prudent insurer in determining whether to take the risk and if so on what terms and it is our collective duty to carry out a reasonable search in respect of these circumstances.

Examples of such circumstances could be any ongoing serious medical conditions such as cancer and heart conditions as well as planned medical treatment. Please note these examples are for illustrative purposes only and are by no means exhaustive or conclusive.

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 material facts to the insurer or any inaccuracies in your answers may invalidate your insurance cover in part or whole.

Please note that not only does this apply 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).

### **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 records

### **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 do not hold client money in any way instead this must be paid direct to the insurer.

### **Our Remuneration**

Our remuneration may be a fee paid by you or as a commission paid by the insurer which cannot be removed from the premiums charged. On certain occasions we may be remunerated by both a commission and fee. This would be discussed and confirmed in writing to you.

If you require us to disclose the level of our commission receivable from an Insurer, please ask and we will write to you setting out the amount we receive. This applies to both Consumer (Individual) clients, and Commercial (Group) clients.

### **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 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 and Data Protection**

We will treat any information in our possession which relates to you 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 may be that Healthwise Limited uses the I.T. services of companies; these services will be limited to the development and maintenance of our I.T. systems. In these circumstances we will ensure appropriate safeguards are in place to protect your information. It is our policy to retain documents and sensitive personal information about you in electronic or paper format for a minimum of 6 years.

Healthwise Limited is committed to safeguarding all the information that is provided to us in the course of our business activities and to support the changes in European Data Legislation, known as the General Data Protection Regulation (GDPR). Full details of how we handle your data are included in our [Privacy Notice](#) which can be found on our web site or by clicking on the link above.

### **Commercial Clients Only**

**Data Protection Legislation:** the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

**UK Data Protection Legislation:** any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

**Applicable Laws:** (for so long as and to the extent that they apply) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

Healthwise Limited will comply with all applicable requirements of the Data Protection Legislation and all Applicable Laws. We require you to adhere to the same standard of compliance. This obligation is in addition to, and does not relieve, remove or replace, either party's obligations under the Data Protection Legislation.

For the purposes of the Data Protection Legislation, Healthwise Limited is the data controller (where Data Controller has the meaning defined in the Data Protection Legislation).

You must ensure that you have all necessary appropriate consents, notices and data security measures in place to enable lawful transfer of the Personal Data for the duration and purposes of this engagement.

### **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 and sensitive personal information provided by you may be held by Healthwise Limited and your insurer(s) in relation to your insurance cover. Healthwise Limited complies fully with the requirements of the Data Protection Regulations.

Such information may be used by Healthwise Limited or your insurers' relevant staff in making a decision concerning your insurance and for the purpose of servicing your cover and administering claims. We reserve the right to open certain correspondence addressed to you and marked Private and Confidential that is sent via our offices in order to discharge the services we provide to you.

Where other companies and/or third parties provide services to Healthwise Limited, 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. Your personal data will not be divulged to any other third party not already mentioned in this agreement without your explicit consent.

By transacting business with Healthwise Limited you are consenting to these terms and giving 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 you to advise us 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.

### **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: -

Bob Grindley, Managing Director, Healthwise Limited at the address at the bottom of this agreement or by emailing him on [bob@healthwisegroup.co.uk](mailto:bob@healthwisegroup.co.uk)

If you remain dissatisfied following our final response to your complaint you may 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**  
**Tel:- 0300 1239123**  
[www.financial-ombudsman.org.uk](http://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

### **Ethical Business Practice**

We do not tolerate unethical behaviour either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, rules, regulations and accounting standards.

### **Modern Slavery**

We take our corporate responsibilities very seriously. Please find below the steps Healthwise Limited takes to eliminate modern slavery in our operations and supply chain.

Our Corporate Compliance and Ethics Guide requires us to adhere to the principles by which we conduct our business in a socially responsible manner. We would also follow our Corporate Responsibility in respect of adherence to our requirements from all supplier contracts.

We expect all of our suppliers to be socially and environmentally responsible and require suppliers (and their sub-contractors) to observe the following three specific International Labour Organization (ILO) principles:

1. Refrain from using child labour (under 15 years old) or forced labour;
2. Ensure staff safe and healthy working conditions and environment, respecting individual and collective liberties; and

3. Promoting non-discrimination in recruitment and management.

### **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 Healthwise Limited.

### **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.

**Telephone: 01384 456 345**  
**Fax: 01384 456 669**  
[www.healthwiseltd.co.uk](http://www.healthwiseltd.co.uk)