

TERMS OF BUSINESS AGREEMENT

1: DEFINITIONS

International Travel and Healthcare/ ITHC /we/us/our shall mean:

International Travel and Healthcare which a trading name of Newpoint Insurance Brokers Limited which is an insurance broker authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Our Financial Services Register number is 309576. You can check this information on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

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**.

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 1116768**.

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** arrange the policy with the insurer on **your** behalf. **We** receive commission from the insurer which is a percentage of the total premium excluding Insurance Premium Tax paid.

We distribute insurance on behalf of insurance company 'Euroins' AD.

WE ALSO OFFER ADDITIONAL OPTIONAL SECTIONS OF COVER:

- **End Supplier Failure:** is distributed on behalf of International Passenger Protection Limited, underwritten by Liberty Mutual InsuranceSE
- **Scheduled Airline Failure:** is distributed on behalf of International Passenger Protection Limited, underwritten by Liberty Mutual InsuranceSE

3: PRODUCTS AND SERVICES

We do not provide any insurance recommendations or advice.

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 agreed by insurance company 'Euroins' AD) 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** insurer, this would include changes to **your** health after the inception of **your** policy, which could influence the cost of **your** insurance, or affect the insurer's 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

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, 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 incur Insurance Premium Tax (IPT) at the prevailing rate.

OUR TARIFF OF CHARGES FOR OUR INTERNATIONAL TRAVEL INSURANCE SCHEME IS AS FOLLOWS:

- To incept a new Policy or to renew a Policy, **our** Policy Administration Fee is £15 unless **you** buy directly online through one of **our** websites.
- 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.
- For annual multi trip policies and single trip policies **we** will not refund **your** premium after the 14-day period, however in addition for a single trip policy **we** will not refund **your** premium after the travel start date shown on **your** Policy Schedule, even if this is within 14 days. In exceptional circumstances a cancellation may be agreed more than 14 days after purchase but any refund amount will be subject to an additional £35 administration charge that will be deducted from any refunded premium.

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 before Insurance Premium Tax
- 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.
- For annual multi trip policies and single trip policies **we** will not refund **your** premium after the 14-day period, however in addition for a single trip policy **we** will not refund **your** premium after the travel start date shown on **your** Policy Schedule, even if this is within 14 days. In exceptional circumstances a cancellation may be agreed more than 14 days after purchase but will be subject to a £35 administration charge.

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.

We are under no obligation to fund premium to insurers on **your** behalf, therefore failure to pay the monies due will result in **your** cover not being issued.

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 **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 in all 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, 7th Floor, 17 Bevis Marks, London EC3A 7LN.

Email: info@int-travelandhealthcare.com.

You will be contacted within five (5) days of receiving **your** complaint to inform **you** of what action is being taken. **We** will try to resolve the problem and give **you** an answer within four (4) weeks. If it will take longer than four (4) weeks, **we** will tell **you** when **you** can expect an answer. If **you** have not been given an answer within eight (8) weeks **you** can take **your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right **you** have to take action. Once **you** have received **your** final response and if **you** are still not satisfied **you** can contact the Financial Ombudsman Service within six (6) months.

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>

*If **you** are still unhappy with the delay, 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, Portsoken Street, London E18BN.

13: DATA PROTECTION – INFORMATION USES

For the purposes of the Data Protection Act 2018, **International Travel and Healthcare** 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 data **we** hold about **you**, databases, registers and agencies that **we** access.

Sensitive data

ITHC as well as participating insurers, their agents and other suppliers may need to collect data which the Data Protection Act 2018 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. The agreement to proceed with this policy signifies **your** consent to the information being used in this way. Please refer to **our** Privacy Policy to view our full uses of **your** data and **your** rights.

Marketing

We will only use **your** information to keep **you** informed by post, telephone, e-mail or other means about products and services that **we** provide which may be of interest to **you**, if **you** have explicitly consented to this. **Your** information may also be used for these purposes after **your** policy has expired. If **you** do not wish **your** information to be used for these purposes, please write to:

International Travel and Healthcare, 7th Floor, 17 Bevis Marks, London EC3A 7LN
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, debt collection, research 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 other 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, whether in full or pro rata. **We** will not be responsible for any losses that you may incur as a result of any solvency difficulties experienced by insurers.

15: COMMUNICATIONS

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

Electronic - Both **we** and **you**, may communicate with each other using electronic mail including via **our** website and the secure document area called **Your** Account. 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** accept **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. Please be aware that **we** record telephone calls made by **us** and received by **us**.

16: 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 other member companies of **ITHC**.

17: AMENDMENT TO TERMS

We may amend the terms of the agreement at any time by giving **you** fourteen days notice in writing.

18: 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.

19: 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.