

# ProAktive

## CUSTOMER CARE: OUR BUSINESS PRINCIPLES AND PRACTICE (TERMS OF BUSINESS AGREEMENT)

### **Introduction**

ProAktive Ltd is an independent insurance broker and risk management company. We are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA reference number is 310148. Details of our firm can be found on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by telephone: 0800 111 6768. The FCA does not regulate all of our services. These include the provision of risk management and employment advice.

### **Confidentiality and Data Protection**

We are a data controller and our data protection officer is Ian Laycock FCII. We act as your agent in administering your insurances and will treat all your personal information as private and confidential to us. We will collect data, which will include personal information and risk details, solely to enable us to obtain and provide insurance quotations and to arrange and administer your insurance. Data collected by us is contractual, and for the legitimate business interest of effecting a contract of insurance and we will be unable to offer any quotation for insurance if you refuse to provide certain personal data, including health, financial and criminal records data where these would affect the provision of cover and/or performance of insurance contracts. Your information will be shared with insurers, which could include reputable providers in other countries, to enable them to provide accurate terms and they will also obtain data about you and your insurance history from various insurance anti-fraud databases, such as the Claims and Underwriting Exchange (CLUE) as well as publicly available websites and credit referencing agencies. We will not give anyone else any personal information except on your instructions or authority, or where we are required to do so by law, or by virtue of our regulatory requirements. Under the General Data Protection Regulation data subjects have the right to see and correct personal information about them that we hold. Information about you and your insurances will be held while you are a client and for a minimum of three years, and in certain circumstances up to six years, after expiry of your policies. Please write to our data protection lead Sara Casson at our usual office address if you wish to exercise your rights over our use of your data. Please refer to the ProAktive privacy notice for further information <https://www.proaktive.co.uk/privacy-policy>. Please note that we are required by law to check details of all clients against the HM Treasury Financial Sanctions list

### **Information on how We treat Payments You make to Us**

Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agent of the Insurer. All insurance premiums you pay to us are protected in a Statutory Trust Client Account until we pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance.

### **Payment Options**

We normally accept payment by cheque, debit or credit cards.

### **Are We covered by the Financial Services Compensation Scheme (FSCS)?**

We are covered by the Financial Services Compensation Scheme (FSCS). For Commercial customers with less than £1m turnover, insurance advising and arranging is covered for 90% of the claim, without an upper limit. All compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging are covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

### **Our Fees and Charges for the services We provide to You**

We may be remunerated by way of commission from the insurers which is taken from the premium you pay us. We may also be remunerated by insurers by way of a profit share and/or override agreements. Alternatively we may arrange a policy on which we earn no commission and in these cases we will advise you of the arrangement fee before you take the policy out. We may also make additional charges specific to the arrangement and servicing of certain policies, but these will always be advised to you in advance.

Our staff are remunerated by way of an annual salary and they may receive a bonus based on the new business they generate. This bonus makes up a small proportion of their salary. ProAktive review the placing of business regularly to ensure we continue to treat our clients fairly.

Prior to the conclusion of each insurance contract or upon renewal, we will remind you of your right to be advised of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance.

Your premium may be paid to someone other than your insurer e.g. another intermediary who has arranged the policy. If this is the case we will use appropriate skill and care in our selection of these third parties in order to ensure adequate protection of your money.

Most money held by us is held as agent of the relevant insurance company, (otherwise known as "risk transfer"). In such circumstances the insurance company bears the risk of any losses that may arise from our failure to make a transfer of these funds. Risk Transfer will apply unless we advise you to the contrary prior to inception of your cover.

On occasions we may pay professional fees to third parties e.g. loss adjusters or valuers, on your behalf. Where this is the case we will obtain your specific consent and at this point the fees will cease to be client money.

### **What to do if You have a complaint**

Our aim is to provide a first class service, however, if You wish to register a complaint, please contact us by writing to Mr I Laycock, ProAktive, ProAktive House, Sidings Court, White Rose Way, Doncaster, DN4 5NU, or by phone on 01302 341344.

Consumers wishing to complain about a policy sold online or by email, can register the complaint using the Online Dispute Resolution platform (ODR) at <http://ec.europa.eu/consumers/odr/>

If You cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion. The FOS Consumer Helpline is on 0800 023 4567 and their website is at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Or you can contact them by post at: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

### **Cancellation of this Agreement**

This agreement will remain in force unless cancelled by either party in accordance with the terms below or you have no insurance business placed through us. You may cancel the agreement at any time, subject to notification in writing to our usual office address. In the event of cancellation, we shall be entitled to retain any commissions and fees as they are non refundable and deemed earned at policy inception/renewal. We have the right to cancel this agreement subject to one month notice in writing to your last notified address.

Consumer customers have a legal right to cancel the policy or credit agreement for any reason, subject to no claims having occurred, within 14 days of receiving the full terms and conditions. You will always be advised where this right applies. A charge will apply for the period of cover provided and. In addition, we make an administration charge as detailed above. If you cancel a credit agreement you will need to repay any sums provided in full and make alternative arrangements to pay your premium.

**If you wish to cancel a policy you must advise us in writing, prior to expiry of the 14 day cancellation period, to our usual office address.**

### **Liability**

For the purposes of these Terms of Business, Liability includes: actions, awards, costs, claims, damages, losses (such as without limitation any direct or indirect consequential losses), demands, expenses, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities.

Except as provided in these Terms of business, we shall have no liability to you for any:

- Expenses, loss of profits and/or damage to goodwill
- Pure economic and/or similar losses
- Special damages
- Aggravated, punitive and/or exemplary damages
- Business interruption, loss of business, loss of contracts, loss of opportunity and/or production
- Consequential losses and/or indirect losses

Our total Liability to you in connection with these Terms of Business shall not exceed £10 million as a total aggregate Liability. Each of the limitations and/or exclusions in these Terms of Business shall be deemed to be repeated and apply as a separate provision for each of:

- Liability in contract (including fundamental breach)
- Liability in tort (including negligence)
- Liability for breach of statutory duty
- Liability for breach of Common Law and/or under any other legal basis

Except that the clause above placing a financial cap on our liability shall apply once in respect of all of the said types of Liability. Nothing in these Terms of Business shall exclude or limit a party's Liability for death or personal injury due to its negligence or any Liability in relation to fraud or any other liability, which is not permitted to exclude or limit as a matter of law.

### **Our Service**

We have only approached a single insurer for this product. And although we will not provide you with advice, we will assess your needs through a series of questions and only offer cover that is consistent with your stated needs, which will be confirmed in a demands and needs statement. Where we do not have a policy which meets your stated needs, we will tell you which requirements are not met to enable you to make an informed decision.

We constantly monitor insurer security ratings, and will only utilise insurers with a security rating of BBB or above. However we cannot guarantee the solvency of any market used.

### **Your responsibility to provide information**

You will be responsible for ensuring that all sums insured and indemnity limits are adequate for the cover requested. We will advise you of the basis of calculation for sums insured and will, on request, give you details of external experts, such as surveyors and valuers, which you may wish to consult.

As a consumer: (an individual who enters into the contract wholly or mainly for purposes unrelated to the individuals trade, business or profession) – You must take reasonable care to answer all questions honestly and to the best of your knowledge, and if you volunteer any other information, you must ensure that it is not misleading. If any information that you have provided to us changes before you take out your insurance, during the life of the policy or at renewal, you must inform us of the change. If you deliberately, recklessly or carelessly misrepresent any information in relation to this insurance then your policy may be cancelled without refund, or treated as if it never existed, or your claim rejected or not fully paid.