

## Terms of Business

### About These Terms

All work we do for you is governed by these terms of business and any agreed written variation. This is an important document. Please keep it for future reference.

### Our Company

InEvexco Ltd of 39 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4SD.

### The Regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies. Our FCA Register number is 579079 and you can check our status and permissions at [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on 0800 111 6768.

### Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully and in particular we would like to draw your attention to the Duty of Disclosure section. If you do not agree to any part of the information, please tell us. We assume that you accept the terms of this agreement unless we hear from you

### Our Services

In respect of Les Mills Insurance policies purchased through our website we have provided cover for a typical fitness instructor/personal trainer. It is essential that you check that your selection is suitable for your needs as no individual advice or recommendation is given at the point of sale. Ensure you carefully read all the documentation provided to you summarising the decisions you have made and the information you have disclosed, as any mistake made at this point could affect the suitability of the product.

We regularly review the insurers with whom we place business to ensure that their products and service meet your requirements.

### Our Dealings with You

We aim to treat you fairly and to meet the following outcomes in all our dealings with you:

You can be confident that you are dealing with a firm where the fair treatment of customers is central to our corporate culture and that the products and services that we have marketed and sold to you are designed to meet your needs as far as possible. We have provided you with clear information and you have been kept appropriately informed before, during and after the point of sale. You have been provided with products that perform as firms have led you to expect and the associated service is both of an acceptable standard and as you have been led to expect. You will not face unreasonable post-sale barriers to submit a claim or make a complaint. If requested, we will tell you what our commission is and any other amounts we specifically receive for arranging your insurance or providing you with any other services. We also reserve the right to transfer business bound under a binding authority to a new insurer in the event of the holding insurer withdrawing from the scheme or whose terms are no longer competitive or no longer meet the needs of our clients insured under the binding authority.

### Our Selection

Single Insurer: Scheme Business. We only offer this product from one insurer. For this insurance cover we have offered you a policy from one insurer arranged with our Binding authority. We will check the competitiveness of price and adequacy of policy cover on a regular basis to ensure it is suitable which may involve moving your cover to another insurer at a future renewal. This will be after conducting comparisons with a limited panel of Insurers.

### Your Duty of Disclosure and Fair Presentation

In arranging this Policy you must have provided us with a fair presentation of the risks to be insured. This means you must have clearly disclosed all material facts which you knew or ought to have known. If you have not made a fair presentation, this could mean part or all of a claim may not be paid. Please be aware that in some circumstances, if you have not made a fair presentation of the risk, we may avoid the contract and the premium

may not be returned. You must also make a fair presentation to us when the policy is to be renewed and any time you make an amendment to the policy.

If you are in any doubt as to what is or is not a material fact, please do not hesitate to contact us. Examples of material facts include, but are not limited to:

- Alterations in location or occupancy
- Any change in treatment qualifications or expiry of approval
- Any changes in occupation, manufacturing processes or additional products or services
- Removal of sprinkler systems or alarm systems and/or their response
- Deterioration of health
- Personal Information such as a criminal conviction

### **Insurance Premium Tax (IPT)**

Your premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect this change. Some policies are subject to Value Added Tax (VAT) not IPT and should the rate of VAT be amended by the Government, your premium will be amended by the insurer to reflect the change.

### **Insurer Solvency**

We will endeavour to place business with insurers who demonstrate an adequate level of financial solvency. We cannot guarantee this solvency and your acceptance of any quotation is on the understanding we cannot be liable for any losses you suffer by the insolvency of any insurer.

### **Cancellation and Termination**

You can cancel your policy at any time by telling us in writing. If you cancel before your policy is due to start, we will return any premium you have paid in full. If you cancel within 14 days of the policy starting (Cooling Off Period) and confirm you have destroyed all copies of our certificates and state you have not suffered any loss and no incidents have arisen that could result in a claim under the policy, we will treat on the basis there has not been any cover provided and return any premium paid. We will not refund any premium if you have made a claim or if one has been made against you during the period of cover. Before deciding to cancel any policy you should call us to discuss the matter on 01732 757615.

Our authority to act on your behalf may be terminated at any time, without penalty, by either of us giving written notice to that effect. Such termination will be without prejudice to either party's obligations to complete transactions already initiated on your instructions whether written or oral. Premiums may be returned in line with policy conditions but commission will be retained unless otherwise agreed.

### **Payment Options and Money**

We normally accept payments by debit or credit card. We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers. This will include holding your money in the following way.

An Insurer Trust bank account in accordance with our agreements with Insurance Companies that transfers the risk of money we receive from customers to them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to you. By holding your money by this method, it means that in the event that this firm becomes insolvent your money remains protected.

### **Our Fees, Commissions and Charges**

We derive our income from commission and fees. 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 business. All premium rebates from insurers will be transacted net of commission. You may be charged fees for processing short term changes where the work necessary to process such changes outweighs the premium generated. We may receive additional marketing support or profit commissions from Insurers based on the performance of our binding authority. These make no impact on the gross pricing we charge individual policyholders.

## Complaints

At InEvexco Ltd we are proud of our reputation for high quality and excellent service. If, on any occasion our service falls below the standard you expect, you should contact The Complaints Officer, at 39 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4SD or telephone 01732 757615. If we are unable to resolve the issue to your satisfaction within the close of 3 working days of receipt of your complaint, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process. We will then aim to investigate and provide a resolution as quickly as possible, informing you of the position at no later than 4 weeks and a final response no later than 8 weeks.

If following our investigation you are unhappy with our response and you are a private customer or a business with a turnover of less than €2,000,000 and fewer than 10 employees you may have the right to refer the matter to the Financial Ombudsman Service, who can be contacted at the following address:

Exchange Tower, London, E14 9SR

Tel: 0800 023 4567, Switchboard: 0207 964 1000

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Our Liability

Despite our best efforts we may make a mistake, by which we mean any breach of our duties to you. If we do, and are liable to compensate you, you agree that our liability is limited in the following respects:

- our maximum liability for any mistake (except for fraud) is £5 million including contractual and statutory interest (unless we agree a different amount with you in writing);
- this overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake;
- for the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;
- we have no liability for any indirect or consequential loss or loss of anticipated profit or other benefit;
- we are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it);

The provisions above may be varied, but only if agreed in writing and signed by the Managing Director of InEvexco.

Contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above.

The above provisions do not affect any right to compensation you may have under the Financial Services Compensation Scheme, as described below.

## Notification of Claims

It is essential that you notify us immediately of the discovery of all incidents or allegations that may result in a claim against you regardless of whether you consider yourself liable or not. Any failure to do so could result in your insurer refusing a claim. Do not acknowledge or accept any liability and send correspondence direct to us for advice on how to proceed. To allow Inevexco to support your claim or provide claims advice please contact us on 01732 757615.

## Financial Compensation Scheme (FSCS)

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. This depends on the type of business and the circumstances of the claim. The scheme provides cover for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS helpline on 0800 678 1100 and [www.fsca.org.uk](http://www.fsca.org.uk) The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unlikely to pay claims usually because it has ceased trading or become insolvent

## Quotations

Unless otherwise agreed any quotation given will remain valid for a period of thirty days from the date of issue of the quotation.

### **Confidentiality and Data Protection**

Security of Your data is very important to Us. We will ensure that Your data is processed with appropriate security measures in place. We will collect and process personal data about You and any other persons insured under the Policy, including information about health and criminal convictions. We will use the data to effect and administer the contract of insurance and any claim you may make.

If You provide any data to Us about other people to be insured on the Policy, such as family, friends or other associates, You must have their permission. It is Your responsibility to inform them about Our use of use of their data.

You may ask Us to erase Your data, or You may decline to provide data. If so, we may no longer be able to provide You with insurance services or deal with any claims, but We may still be required to process data about You for legal or regulatory reasons.

We will share data about You, including where applicable about health and criminal convictions, with other parties to provide You with, and administer this insurance and any claims. These parties may include the insurers, service suppliers, underwriting agents, credit reference agencies, anti-fraud databases, solicitors, claims administrators and their suppliers and agents, public and regulatory bodies. We will not use Your data or pass it to any other party for marketing products or services to You unless You have given consent.

We will not keep Your data for longer than necessary. We will delete data about You within eight years after Your cover ends, though for some types of insurance, We may be required to retain data for longer due to legal or regulatory obligations. If We transfer Your data outside the EEA, We will ensure it has equivalent protection. You have a number of rights in relation to Your data, including rights of access and in certain circumstances, of deletion.

If You need more information about how We process Your data or if You wish to exercise Your rights under the Data Protection laws, please see our full Privacy Policy on our website or contact The Data Controller, InEvexco Ltd, 39 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4SD, or [info@inevexco.co.uk](mailto:info@inevexco.co.uk).

If You are not satisfied with the way We have managed Your personal data, You may complain to the Information Commissioners Office. Further information can be found at [www.ico.org.uk/concerns](http://www.ico.org.uk/concerns), or you can telephone them on 0303 123 1113.

We will, in addition use information for marketing similar products or services by us and carefully selected companies. Contact may include SMS, text, post, telephone or e-mail. If you do not want us to use your personal information in this way, please let us know.

### **Law and Language**

This Terms of Business is subject to English Law and the jurisdiction of the English Courts. We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.