



PROFESSIONAL  
INSURANCE AGENTS LTD

**Head Office**  
Lion Works  
Sidley Road, Eastbourne  
East Sussex, BN22 7HB  
Tel: +44 (0) 1323 648 000

**London Office**  
Dawson House  
5 Jewry Street  
London, EC3N 2EX  
Tel: +44 (0) 203 857 5270

# Terms and Conditions Online MultiQuote & Buy System

## Professional Insurance Agents Ltd (Trading as Business Insurance 247)

By using this online quote and buy system you agree to the following terms. Please read them carefully. In these conditions of use 'our', 'we', 'us' mean Professional Insurance Agents Ltd also t/as Business Insurance 247.

### Your Responsibilities

In order to get a quote for an insurance or financial services product, you will need to answer a number of questions on our site. The answers you give will determine the amount you pay and the level of cover you receive.

It is very important that you answer all questions truthfully and that you disclose all relevant facts. If you do not provide your insurer or financial services provider with the information they have asked for, or fail to tell them about any circumstance likely to influence the insurer's/provider's assessment of the risk involved, or any change in the facts supplied or your circumstances, it could invalidate your insurance or product. Any failure on your part to supply complete and accurate information could have serious repercussions. If you are in any doubt whether any information is relevant, please contact us on +44 (0) 1323 648000.

By requesting any quote, you are confirming that you, your business and any other relevant individuals meet the insurers' requirements and that you will immediately notify us if any of those requirements cease to be met.

You should read and check all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to any terms and conditions of your policy as failure to comply with them could invalidate it.

In the event of a claim, you should take note of the required procedures, which are stated in the policy documentation. You also have an obligation to take reasonable steps to mitigate any loss.

As a result of the new legislation introduced under the Insurance Act 2015, you, as the policy holder, have a legal requirement placed on you to ensure that you make a 'fair presentation of the risk' to Insurers. This is a continuous duty which means that you are obliged to comply with this legal requirement when you take out your cover, throughout the full policy period and also when you come to renew your insurance.

A condition of this new duty includes the need for your 'nominated insurance contact' to make sufficient enquiries to your company's principals, directors, senior management, or any other member of staff with key decision making responsibilities, to reveal all material information which is known, reasonably expected to be known, or which the decision making members of staff believe should be disclosed to Insurers.

There is no specific requirement for you, the policy holder, to nominate an internal 'insurance contact' to handle the insurance on your behalf, although if you do, we will need your written confirmation of the appointed contact before we can discuss any changes with them.

You are obliged to ensure that all material statements which are declared are factually correct and not misleading and all estimations/projections need to be provided in good faith. If your request for insurance cover was due to a particular concern, or if you have knowledge of any un-common or unique facts relating to your risk, you will need to advise us accordingly.

Failure to declare any material information or report any material changes in circumstances to your Insurers which could influence their decision as to the cost of the policy and/or whether or not they would have even provided the cover in the first place, has serious consequences. The implications of failing to comply with your duty could range from your policy being cancelled without a refund or being deemed invalid, to only a percentage of or none of your claim/s being paid by your Insurers.

'Material information/statements/facts/circumstances' are factors which could influence the decision of a prudent Insurer when they are ascertaining whether or not to provide you with a quotation, and on what specific terms. Please refer to our 'Demands & Needs' information sheet (which can be downloaded online) for examples of what may constitute a 'material fact'.



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Insurance policies include clauses and conditions precedent with which you must adhere to for your cover to remain valid. In certain cases, policies may also include additional endorsements and warranties which are stern requirements that Insurers attach to policies, if they deem this necessary, based on the details you have declared to them. Failure to continuously comply with the terms of a policy clause, endorsement, warranty or condition precedent throughout the policy period, and subsequently after you renew the policy, could leave you un-insured in the event of a claim and may also allow the Insurers to completely void your policy, without a refund.

Due to the above, it is therefore critical that you always fully review and understand the applicable policy wording, terms, conditions, endorsements and exclusions contained within your policy documentation; issued to you subsequently after purchase. It is also important that you update us immediately if you cannot comply with the conditions, or if you have any queries relating to your cover.

## Sales of Insurance Products

Policies are underwritten by either the sole insurer clearly stated on the website or by the insurer chosen by you, when more than one quote is presented to you.

All quoted premiums are subject to Insurance Premium Tax levied by the Government at the prevailing rate (10% as of October 2016). Quotations are valid for 30 days from the time that they are given.

The decision as to whether to offer you insurance cover is at the insurers' discretion and they are not bound to do so.

If the automated system is unable to provide a quotation, you will be prompted to answer further questions. Your responses will then be sent to the underwriters who will assess your application and decide whether or not you can be provided with an online quotation. If they choose to accept you, you will receive an email with your quotation and a link to the website to complete your purchase. If they choose not to accept you, your application will be brokered in the traditional manner, one of our brokers will contact you and you may be asked to complete a proposal form.

Once insurance has been effected, (usually as soon payment has been approved) you will receive an email containing your policy schedule, relevant wordings, your proposal form and our own information sheets. You must confirm receipt of these documents and a link is provided in the email to do this automatically.

You should keep a copy of all information submitted to or received from us for your records.

## Payment & Fees

As an insurance intermediary we earn a commission from the insurance company for placing business with them. Should you need any further information about any commission received in placing the business, please confirm your policy details in writing. You may pay your insurance premium by credit or debit card.

In order to make a credit or debit card payment, you will be taken to the secure server of one of our online payment providers, SagePay or SecureTrading. Your card details are not stored in the Professional Insurance Agents t/as Business Insurance 247 system, but are passed to this third party for payment processing.

Our premium rates are calculated on the basis that documents are dispatched by email and that renewal invitations are sent to you by email. In the event that you wish us to post a hard copy of documents to yourself we reserve the right to charge you an additional administration fee. We also reserve the right to charge you an additional administration fee in respect of mid-term adjustments or cancellation requests to your record.

## Cancellation

The insurer shall be entitled to terminate the policy or withdraw its quotation, with immediate effect upon notice to you upon non-receipt of payment. There is a cooling-off period of 14 days, during which the cover can be cancelled with a full refund. After this period, you may cancel the insurance by giving us 30 days notice in writing of your intention to do so. The insurer may cancel the insurance by giving us notice in writing, the duration of which will be detailed in the policy wording, which we will then forward to you immediately.

Beyond the 14 day cooling-off period, cancellation terms differ between insurers and also types of insurance (e.g. Directors and Officers insurance is non-cancellable). Some insurers may be willing to return a pro-rata premium up to 3 or 6 months after inception of the policy, but after this period no refunds will be given.

Any refunds may take up to 60 days to process.



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## Claims

If you need to make a claim, please contact us directly on +44 (0)1323 648000. You will need to provide your policy number, and full details of the claim, including the date, amount and circumstances of the loss.

## Legal exclusions and limitations

We take care to ensure that the information contained in this website is accurate and up-to-date. However, we make no representations or warranties about the accuracy, completeness, reliability or suitability for any purpose of the information and related graphics published in this site, which may contain technical inaccuracies and typographical errors.

If you choose to obtain an online quote, you understand and accept that we are not providing any legal or other professional advice or opinion on specific facts or matters. Also, neither we nor any of our directors, employees or agents will be liable for damages arising out of or in connection with the use of this site or the information in it.

This is a comprehensive limitation of liability that applies to all damage of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and third party claims. However, nothing shall exclude or restrict liability for death or personal injury resulting from the negligence of us, our directors, employees or agents. Also, nothing shall exclude or restrict our obligations under the Financial Services and Markets Act 2000 or any other current or future Financial Services legislation.

We reserve the right, at any time and without notice, to revise the contents of this site including these conditions of use. Any changes to these conditions will be posted on this site and by continuing to use this site following any such change, you will signify that you agree to be bound by the revised conditions.

We can give no warranty that this site and its content are free from viruses or anything else that has contaminating or destructive properties. If you are in any doubt as to the validity of information made available within these pages, or if you wish to rely on this information, then it may be in your best interest to seek verification by contacting us.

## Regulation

- Professional Insurance Agents Ltd. is authorised and regulated by the Financial Conduct Authority.
- Our FCA reference number is 305328.
- Our permitted business is arranging general insurance contracts.
- You can check this on the FCA's Register by visiting the FCA's website - [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0845 606 1234.

## Complaints

If you wish to register a complaint, please contact us:

- **In writing:** Professional Insurance Agents Ltd., Lion Works, Sidley Road, Eastbourne, BN22 7HB
- **By telephone:** 01323 648000

If you cannot settle your complaint with us, you may be entitled to refer is to the Financial Ombudsman Service.

Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London, E14 9SR

**Tel: 0845 080 1800.** Website: <http://www.financial-ombudsman.org.uk>

### European Online Dispute Resolution Platform

The European Commission has launched the European Online Dispute Resolution platform (ODR platform). The ODR platform is a website which helps customers who've bought something online in the EU if a dispute arises.

The platform will send your complaint to a certified Alternative Dispute Resolution Provider who works to solve the problem. In the UK that would be the UK Financial Ombudsman Service. The ODR can also offer translation services if your complaint is with a company in a different country.

You can access the ODR platform by [clicking here](#)

You can still [contact us](#) directly



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## FSCS – Financial Services Compensation Scheme

### Non-compulsory Insurance (e.g. home and general)

The maximum level of compensation for claims against firms declared in default on or after 1 January 2010 is 90% of the claim with no upper limit.

The maximum level of compensation for claims against firms declared in default before 1 January 2010 is 100% of the first £2,000 plus 90% of the remainder.

### General Insurance Advice and arranging

The maximum level of compensation for claims against firms declared in default on or after 1 January 2010 is 90% of the claim with no upper limit

The maximum level of compensation for claims for business conducted on or after 14 January 2005 and against a firm declared in default before 1 January 2010 is 100% of the first £2,000 plus 90% of the remainder. Advice and arranging of compulsory insurance from the same period is protected in full.

Please contact us for more details.

## Governing law

The content of this site and the products and services offered by us comply with appropriate UK legislation and regulation. Unless we have agreed otherwise with you, the insurance contract shall be subject to the law of England and Wales and the exclusive jurisdiction of the courts.

If any of these provisions shall be unlawful, void or for any purpose unenforceable, then the particular provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

## Data Protection

Personal details provided through this website will only be used in accordance with our privacy policy. Please read this carefully before proceeding. By providing your personal details to us, you are consenting to its use in accordance with our privacy policy.

## Force majeure

We shall not be liable to you for any breach of these conditions of use or any failure to provide, or any delay in providing, our services through our site that results from any event or circumstance beyond our reasonable control. This includes without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, fire, explosion, accident, insurrection and war.

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## Links to other websites

In this website certain links, including hypertext links, will lead you to websites or pages that are not under our control. These links are provided for your information and convenience and the inclusion of any link does not imply endorsement by us in any way of the site to which a particular link leads. We accept no responsibility or liability for the content of other websites. If you are redirected to another website via our website, you will need to contact that organisation separately to remove your details from their records.



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