



PROFESSIONAL
INSURANCE AGENTS LTD

TERMS OF BUSINESS
AGREEMENT
ONLINE



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

1. Introduction

- 1.1.** This agreement is designed to lay out the terms on which Professional Insurance Agents Ltd also t/as Business Insurance 247 ('we') agrees to act for 'you' (our client), and we are required to provide you with this document to help you decide whether our services are right for you.
- 1.2.** We are highly committed to providing you with a service which is second to none when dealing with your insurance requirements.
- 1.3.** It is crucial that you take the appropriate time to read and understand the terms of this business agreement, as it sets out our undertaking to you, highlights your responsibilities owed to both us and Insurers and confirms limitations of our liability.
- 1.4.** In the event that there are aspects of this agreement that you do not understand or agree with, please ensure that you contact us immediately to discuss this further. Otherwise, this agreement will be concluded once you have confirmed your acceptance to proceed with our quotation/s.

2. Our details

2.1. Who we are

2.1.1. We are a Private Limited Company registered in England (company number: 3012122) with no other involvements, associated companies or interests and commenced trading in 1995. Since this time, we have operated as an independent brokerage and developed a solid reputation in both the domestic and international insurance market. We implement and maintain a client centric ethos within our company, supported by extensive experience in our field.

2.2. Regulatory status

2.2.1. The UK's financial services industry is regulated by the Financial Conduct Authority (FCA), a financial regulatory body who operates independently to the UK Government. The FCA's mission is to monitor and regulate financial firms who provide services to consumers/businesses to ensure that integrity is maintained, consumers/businesses are protected and healthy competition is promoted in the market. The FCA is financed by charging fees to authorised members of the financial services industry.

2.2.2. We are authorised and regulated by the FCA. Our FCA reference number is 305328 and our permitted business is arranging/ advising on general insurance contracts and assisting with claims handling. We are also authorised and regulated by the FCA in respect of our current Consumer Credit Licence – (Licensed Credit Broker Number: 390031).

2.2.3. You can check this on the FCA's Register by visiting the FCA's website - www.fca.org.uk/register or by contacting the FCA on 0845 606 1234.



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3. Our commitment to you

- 3.1. Being an authorised and regulated insurance intermediary means that we are required to meet certain criteria, however, we do not just see this as a regulatory tick in the box exercise and strive to provide you with the highest quality service.
- 3.2. We endeavour to use all reasonable care and skill to conduct business with integrity and to honour the FCA's Treating Customers Fairly (TCF) principle.
- 3.3. Please refer to our 'TCF' document which can be downloaded [here](#), or found on the footer of www.professionalinsuranceagents.co.uk.

4. General

- 4.1. There shall be no waiver of any right or provision in this agreement, unless such waiver has been agreed in writing and signed by us, and the failure of us to enforce or exercise any term or condition in this agreement will not constitute a waiver in any capacity.
- 4.2. We reserve the right to make changes to the site/s and also retain the right to withdraw the listing of any services at any time, at our sole discretion and without prior notice being given to you. Furthermore, we hold the right to remove any services which in our sole discretion fail to meet the applicable industry standards, or if we receive complaints from the users of our site/s. Again, these rights can be actioned at any time by us, without prior notice being given to you.
- 4.3. You shall not issue press releases or public statements regarding any event which may occur as part of this agreement.
- 4.4. Any person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement and you are not allowed under any circumstance to assign any of your rights applicable to this agreement without our prior written approval.
- 4.5. Should the courts deem that any section of this agreement is invalid or unenforceable, it is agreed by all parties that the remainder of the agreement shall remain in full force and effect.

5. Intellectual Property

- 5.1. All information and material contained on our website/s, including but not limited to the data, images, text, graphics and audio, is subject to copyright owned by us, or owned by a third-party whom has granted us permission to use such information/material.
- 5.2. You are permitted to view, copy and print any documents from the site/s, solely for your own internal business purposes and in accordance with the nature of this agreement.
- 5.3. We strictly prohibit any sale, transmission or redistribution of the site/s as well as any republishing, copying, modification, or any other use of the site/s or its information/material, which is not solely for your own internal business purposes and not in accordance with the nature of this agreement.



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6. Our software

6.1. Your conduct

6.1.1. When using our site/s, you agree to the following:

- To not in any way whatsoever upload or transmit files that contain malicious software, viruses, bugs, corrupted files, or any other software or programs that may cause damage to our computer systems.
- To not in any way whatsoever conduct any interference, or disruption to our site/s or network/s. This includes using any device, software or methods to interfere with the functioning of our site/s or network/s.
- To not upload any defamatory, obscene, fraudulent or any other illegal information on our site/s.
- To not in any way whatsoever imitate any other person or entity, or illegally declare/misrepresent your connection to another person or entity.
- To not in any way whatsoever use our site/s to gather personal information belonging to other users of our site/s, including but not limited to, financial information, confidential business information etc.
- To not use the services available at our site/s for any other illegal purposes.
- To comply at all times with all related network regulations, policies and procedures.

6.2. Licensing

6.2.1. All software used on our site/s and platforms is the sole property of Professional Insurance Agents Ltd also t/as Business Insurance 247. In order for you to use our site/s for the intended purpose and in accordance with the terms of this agreement, we grant you a non-exclusive, non-transferable, royalty-free license, which is revocable at our discretion.

6.2.2. Without our prior written consent, any modifications, reverse engineering or translation of our software is strictly prohibited.

6.3. Monitoring

6.3.1. Any use of our site/s by you, constitutes your consent to us from time to time when necessary, monitoring any and all activity, including information uploaded, transmitted or received through our site/s. At our discretion and without notice to you, we may restrict, prohibit, censor or review any activity on our site/s which we see as an act of inappropriate usage of our site/s, or which we see as breaching any term or condition of this agreement. Throughout any monitoring service, information and activity may be analysed, recorded and copied by us under authorised purposes.

7. The services being provided to you

7.1. The platform and our role in the online insurance transaction

7.1.1. As an independent insurance broker, we act on behalf of you, our client, and provide a platform that facilitates the arrangement of commercial insurances, online.



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7.1.2. The platform has been developed by us to provide you with a facility to obtain insurance quotations and to then subsequently purchase these online.

7.1.3. All quoted premiums are subject to Insurance Premium Tax levied by the Government at the prevailing rate and remain 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.

7.1.4. With regard to all policies purchased directly by you via our website/s (on a B2C basis), these are deemed execution only sales where no advice or any recommendations are given by us to you. This means that you will be responsible for making your own choice regarding the suitability of your chosen insurance product/s.

7.1.5. Once you have purchased an online policy via our platform, you will be able to manage such policies and request certain changes via your back-office client area. A username and password, which enables you to access your own client area, will be confirmed shortly after you have purchased a policy.

7.1.6. We will automatically send out renewal reminder emails to you before your policy expires, and via the link contained in these reminder emails you will be able to request your renewal quote/s.

7.2. Product range

7.2.1. As an independent insurance brokerage, we offer products from a range of insurance providers for a number of commercial lines insurances.

7.2.2. We tend to specialize in financial lines products, such as Professional Indemnity, Medical Malpractice and Directors & Officers (including Employment Practice Liability) and also niche/emerging products such as Intellectual Property, Clinical Trials and Cyber Liability.

7.2.3. Our expertise is not solely restricted to the above-mentioned insurance products and we are suitably placed to offer the majority of the main SME insurance products, including and not limited to the following; Commercial/Office Combined, Business Interruption, Property, Travel, Kidnap & Ransom, Landlords Insurance, Legal Expenses, Simple Life Key Person, Group Life & Critical Illness.

7.2.4. If you require a full list of the insurance providers that we use, please contact us.

7.3. Conflicts of interest

7.3.1. Due to the nature of an intermediary's role, certain circumstances may arise whereby we have to act for and owe a duty of care to another third party. Although we will not intentionally place ourselves into a position of conflict, should a conflict arise, as part of our client centric ethos we will do all we can to ensure that the matter is dealt with fairly to avoid prejudice to any party.

8. Your responsibilities, demands and needs

8.1. Product suitability

8.1.1. As referred to above, when you purchase a policy via our website/s (on a B2C basis) you are doing so on your own accord and no advice or any recommendations are given by us to you. Therefore, you will be responsible for determining the suitability of your chosen insurance product/s.



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8.2. Your disclosure of information under the new Insurance Act [2015]

8.2.1. On 12 August 2016, the new Insurance Act came into force and changed certain rules regarding disclosure of information, remedies and warranties. The new Act has been designed to update the statutory framework (first major change since 1906), in line with a more modern approach to best practice.

8.2.2. A key aim of the new law is to make it fairer for you in the event of a claim, by making it harder for Insurers to void policies in their entirety for non-disclosure of all material information, which was perhaps sometimes too much of a common occurrence under the old law.

8.2.3. That said, 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 and 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.

8.2.4. To help make sure that you are complying with your duty of fair presentation you will need 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.

8.2.5. 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 clearly disclose this.

8.2.6. Material information/statements/facts/circumstances are factors which could influence the decision of a vigilant Insurer when they are ascertaining whether or not to provide you with a quotation, and on what specific terms. We encourage you to [click here](#), (or refer to the footer of www.professionalinsuranceagents.co.uk) to see some examples of what constitutes a 'material fact'. If in doubt, always disclose.

8.3. Consequences of failing to comply with your duties

8.3.1. 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 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.

8.3.2. 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 endorsements and warranties which are requirements that the Insurers attach to policies based on the details you have declared to them.

8.3.3. 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.

8.3.4. Furthermore, if you have made deliberate or reckless misrepresentations to the Insurers (i.e. you fail to declare a material fact that would influence their decision to offer cover), this may allow the Insurer to completely void your policy, without a refund.

8.3.5. Due to the above, it is therefore critical that you always examine and understand the applicable policy wording, terms, conditions, endorsements and exclusions contained within your policy documentation; issued to you subsequently after purchase. You should also retain all policy documentation and related correspondence on file.

8.3.6. You will need to update us immediately if you cannot comply with any conditions, otherwise we will assume that the documentation is in order.



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8.4. Reporting a claim on your policy

8.4.1. The conditions relating to reporting claims on your insurance will be outlined in your policy documentation, usually shown in the policy wording and policy schedule. You should examine these regularly to ensure that you understand what to/when to report to Insurers. Please [click here](#) (or refer to the footer of www.professionalinsuranceagents.co.uk) for our general guidance on the claims process.

8.5. Your password

8.5.1. As referenced above, after you have purchased a policy from our website/s you will receive a username and password which will enable you to access your own client area, where policies can be managed and certain changes can be requested. You are solely responsible for maintaining the confidentiality of your log in details (username and password), together with being fully responsible for all activities that may occur under your unique log in details.

8.5.2. By purchasing an online policy via ourselves, you agree to notify us immediately if any of the following occur:

- Unauthorised use of your log in details
- Any other security breaches

In addition, you also agree to ensure that at all times you log out of your client area at the end of each activity period.

9. Payments: Who pays us and what will you have to pay for our services?

9.1. Who pays us?

9.1.1. We are paid commission by either the insurance company or underwriting agency with whom we have placed your business.

9.2. What will you have to pay for our services?

9.2.1. Nothing, unless you decide to accept and proceed with the insurances that we have presented to you.

9.2.2. In the event that you purchase a policy/ies via ourselves, please see below a guideline of the current additional (minimum) charges applied to our online products:

- 1) £12.95 administration fee on each policy and mid-term adjustment.

9.2.3. Our quotations will clearly highlight the breakdown in price and we will be more than happy to discuss any queries that you may have regarding the total price of the insurances, before you have committed to proceed with cover.

9.3. Paying your premium

9.3.1. Payment for online policies must be made immediately in full via credit/debit card. In some limited circumstances, we may be able to accept payment via cheque or bacs, however, this will be offered at our discretion only and cover will not be in force until we have received the full payment from you.



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9.3.2. It is important to note that if you breach the payment clause, Insurers have the right to cancel your insurance and there is no guarantee that cover on the same basis as before will be offered to you after the policy has been cancelled due to non-payment.

10. Termination

10.1. As part of this agreement you agree that we may, in our sole discretion, revoke your access to our website/s and withdraw your ability to log in to your own client area for any reason, including (without limitation), if we believe in our sole discretion that you have breached any term or condition relating to this agreement. We also reserve the right at any time to amend or withdraw the services offered under our site/s, on a temporary or permanent basis with or without providing notice to you. You agree that we shall not be liable in any way whatsoever to you or any third party for any alleged losses which are claimed to have occurred as part of any amendment, suspension or withdrawal of the services being offered to you under this agreement. Even if termination of this agreement does occur, this clause, together with the general, intellectual property, payment, legal and governing law and jurisdiction clauses, shall still continue in full force and effect.

11. Legal

11.1. Limitation of liability

11.1.1. Professional Insurance Agents Ltd also t/as Business Insurance 247 and its shareholders / affiliates / officers / directors / employees shall not be liable, whether in contract, tort (including negligence), or otherwise for any losses arising out of this agreement, including any loss of business, interruption of business, loss of use/of data, lost profits or goodwill, or any indirect, special, incidental, exemplary or consequential damages of any kind. This is a comprehensive limitation of liability and, without limitation, we also exclude any liability that may arise out of third-party claims against you.

11.1.2. We do not accept any liability for any direct or indirect losses attributed to the financial failure or insolvency of any Insurer transacting business in the UK and overseas.

11.1.3. However, nothing shall exclude or restrict liability for death or personal injury resulting from the negligence of us, our officers, shareholders, affiliates, directors, or employees - or other liability which cannot be limited or excluded under English law.

11.2. Force majeure

11.2.1. Neither party shall be liable for any breach, failure or delay in the performance of this agreement for the period that such failure or delay is:

- (a) beyond the reasonable control of either party,
- (b) materially affects the performance of any of its obligations under this agreement, and
- (c) could not reasonably have been foreseen or provided against, but

will not be excused for failure or delay resulting from only general economic conditions or other general market effects.



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This includes without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, fire, explosion, accident, insurrection and war (including Terrorism).

11.3. Data Protection

11.3.1. Personal details provided by you to us will only be used for the purposes of delivering our services / duties owed to you, all in accordance with our privacy policy ([click here](#)) – (also found on the footer of www.professionalinsuranceagents.co.uk) please read this document carefully before proceeding. By providing your personal details to us you are consenting to its use in accordance with our privacy policy, however, nothing will restrict your rights to make a subject access request.

11.4. Financial crime

11.4.1. When delivering our services, we are legally bound to abide by certain rules which are designed to eliminate financial crime. As part of this, we are legally required to perform certain types of checks on you and report any breaches of financial crime legislation (anti-money laundering, anti-terrorism etc.). Details of the types of searches can be found in our privacy policy ([click here](#)) – (also found on the footer of www.professionalinsuranceagents.co.uk) and we are happy to discuss any queries you may have regarding this.

11.5. No warranties

11.5.1. We do not provide any guarantees, including but not restricted to the following: that (i) the services on our site/s will meet your requirements, (ii) the services being offered on our site/s will be error-free, secure, efficient or free from interruption, (iii) any results received from the use of our site/s will be correct or reliable, (iv) the content available on our site/s is complete, always available or accurate, or (v) the standard of any products, services, content or material purchased or received by you, as a result of using our site/s, will satisfy your expectations.

11.6. Links to other websites

11.6.1. Certain links, including hyperlinks, will be present on our website/s and 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/s to which a particular link leads. We accept no responsibility or liability for the content or security 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.

11.7. Indemnity

11.7.1. You agree to indemnify, defend and hold harmless Professional Insurance Agents Ltd also t/a BI247 and its shareholders, officers, directors, employees and affiliates from any litigation, losses, demands, liabilities, claims, costs and expenses that may be brought against us as a result of, (i) your use of our website/s, including the platform and other related software available on our site/s, (ii) your breach of any related regulations and laws, (iii) your inappropriate use of the information available on our website/s, (iv) your breach of any term or condition applicable to this agreement, (v) any taxes due from you on the purchase of the products, (vi) any misrepresentations by you when providing your information to us or the Insurer(s). You agree to not settle any claim on our behalf and understand that we shall always reserve the right to conduct any litigation at your expense in relation to any breach, by you, of any term or condition laid down in this agreement.



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12. Client money

12.1. Once you have sent us payment for your insurances, your money is always kept in separate bank accounts, banked daily and recorded as per the FCA's recommended methods of calculations. We also have an open access policy where you can ask to see how your monies are being dealt with by us.

13. Cancellation

13.1. Your rights to cancel the policy

13.1.1. Under most policies there is a 14-day cooling off period whereby you can cancel the policy and receive a full refund. After this period, you may cancel the insurance by giving us 30 days' notice. All requests to cancel must be confirmed to us in writing by you. However, please note that some policies such as those underwritten on a 'minimum and deposit' basis, cannot be cancelled and no refund will be available.

13.2. Insurers' rights to cancel the policy

13.2.1. The Insurer shall be entitled to terminate the policy with immediate effect in the event that you fail to pay before the premium payment clause deadline or there is a deliberate or reckless misrepresentation, or evidence of fraud on your part. Should any of the aforementioned events occur, you will be notified in writing by us.

13.3. Refunds

13.3.1. Beyond the 14-day cooling off period, cancellation terms differ between each Insurer and insurance product. 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 it is unlikely that any refund will be given.

13.3.2. All refunds are at the discretion of the applicable Insurer and any refund may take up to 60 days to process.

14. Complaints and compensation

14.1. You can find all details of our complaints procedure and access to the financial service compensation scheme via this [link](#) – (or found on the footer of www.professionalinsuranceagents.co.uk)

15. Governing law and jurisdiction

15.1. The terms of this agreement are strictly subject to English law. In respect of any legal action or proceedings which may arise out of or in connection with the terms of this agreement, all such circumstances will be governed by the exclusive jurisdiction of the English courts, on an irrevocable basis.



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