

# PlanProtect Limited - Terms of Business Agreement

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you (and/or your appointed agent), contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third-party providers. Please contact us immediately if there is anything in this document that you do not understand or with which you disagree. Your receipt of this document constitutes your informed consent to its contents.

# 1. Who we are?

PedalPlan Insurance is a trading name of PlanProtect Limited, registered office Brookfield Court, Selby Road, Leeds, LS25 1NB, registered in England and Wales (Registered company number 14519486).

# 2. Who regulates us?

PlanProtect Limited is an appointed representative of Bspoke Commercial Ltd, a company authorised and regulated by the Financial Conduct Authority (FRN 709456).and you can check our permissions and the names under which we trade on the FCA's Register <u>https://register.fca.org.uk/</u> or by phoning the FCA on 0800 111 6768.

# 3. Our services and products we provide

We are committed to providing you with good quality service and insurance products and will always act in your best interest. We operate under delegated authority arrangements on behalf of the insurers and act as agent of the insurer when arranging and issuing your policy and in the event of a claim.

Our permitted business activities are advising, arranging (bringing about) deals, making arrangements with a view to transactions, dealing as agent, assisting in the administration and performance of a contract and agreeing to carry on a regulated activity in respect of General Insurance contracts.

We only use a single insurer for each product; you will be advised of the insurer at quotation stage and in your policy documents. Unless we have informed you to the contrary in writing we will not assess your specific insurance needs and will not make a personal recommendation but will provide you with the information to enable you to make a decision on whether the product meets your needs.

# 4. Duty to disclosure accurate and full information

It is your responsibility to take reasonable care and, when asked, to answer all questions fully and accurately to insurers and us prior to and when you purchase an insurance policy, throughout the life of the policy and when you renew that policy. Failure on your part to immediately disclose accurate information when asked or provide misleading information could result in your insurer imposing different terms on the policy, charging a higher premium, or in some circumstances may avoid the policy from inception and any claims would not be paid.

All material facts disclosed to us and insurers should be full, true and accurate. Material facts are those that would influence an insurer in deciding whether or not to accept a risk and the terms and conditions that would apply. Where forms are completed or partially completed on your behalf, you should check them for accuracy before signing. If you are in any doubt as to whether a fact is relevant, you should disclose it and then ask for guidance.

# 5. Our remuneration and charges

We are remunerated by commission which is paid to us by your insurer(s). We may receive additional payments from your insurer(s) reflecting the profitability of our account with them.

We do not make any individual charges to cover the administration of arranging a new policy, cancellations, or renewals.

We will charge £10 to cover the administration costs of any mid-year policy adjustment.

# 6. Client and insurer money

We act as agent of the insurer for the collection of premiums and payment of claims and refunds of premiums. This means that premiums are treated as being received by the insurer when received in our bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you.



### 7. Data protection

We believe that all personal data we request is necessary to conduct our business and perform our duties as an insurance intermediary and at all times confirm we comply with the provisions of the applicable UK, EU and any other data protections laws including the Data Protection Act 2018.

We will collect and use personal data such as individual's name and contact details and some sensitive personal data such as criminal convictions and health details, where relevant. We will use this data for services such as arranging insurance, marketing and claims handling. For more information, please refer to our Privacy Policy.

#### 8. Complaints

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you can call, email or to write to us:

Tel: 0333 400 9070

Email: <u>CustomerRelations@bspokeunderwriting.co.uk</u> Post: PlanProtect Limited, Customer Relations Department, Brookfield Court, Selby Road, Leeds, West Yorkshire LS25 1NB

We need you to help us by summarising the problem, policies affected and the resolution you expect. We will endeavour to rectify the problem immediately but if we are unable to do so your complaint will be dealt with in accordance with our formal Complaints Procedure, a copy of which will be provided to you.

Should you remain dissatisfied with our final decision or more than 8 weeks have passed since receipt of your complaint then if you wish, you may contact the Financial Ombudsman Service (FOS), details of which can be found at www.financial-ombudsman.org.uk.

#### 9. Compensation

We are covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the FSCS if we cannot meet our obligations. Full details and further information on the scheme are available at www.fscs.org.uk.