

# CUSTOMER TERMS OF BUSINESS

## 1. TERMS OF BUSINESS ("TERMS")

In these Terms references to "Paymentshield", "we" or "us" are to Paymentshield Ltd and Paymentshield Services Limited. We recommend that for your own benefit and protection you should read these Terms carefully. These Terms constitute our standard customer agreement upon which we intend to rely. If you do not understand any aspect please ask for further information. IN PARTICULAR, we draw your attention to Sections 11 and 13 of these Terms which relate to the amount you will receive if you cancel your policy and the maximum amount we will be liable for in the event of our negligence. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance and related services. These Terms constitute an offer by us to act on your behalf. If you do not wish to be bound by these Terms then you should not appoint us to arrange, renew or otherwise deal with your insurance needs.

## 2. OUR REGULATOR

The Financial Conduct Authority ("FCA") is an independent watchdog that regulates financial services. We are authorised and regulated by the FCA and you can check our details on the Financial Services Register ([www.fca.org.uk/register](http://www.fca.org.uk/register)) or by contacting the FCA on 0800 111 6768.

Paymentshield Ltd's FCA Reference Number is 312708. Paymentshield Services Limited (FCA Reference Number 745326) is an Appointed Representative of Paymentshield Ltd.

Our permitted activities, which are all connected with general insurance, include: recommending insurance policies (in cases where we do not give a recommendation we will tell you); arranging insurance cover; dealing as agent; and assisting with the administration of policies. Paymentshield Ltd also has permission from the FCA to enter into regulated credit agreements as lender.

## 3. THE FINANCIAL SERVICES COMPENSATION SCHEME ("FSCS")

You may be entitled to compensation from the FSCS if we or your insurance company cannot meet all obligations. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

## 4. OUR COMPLAINTS PROCEDURE

Our objective is to provide a high standard of service to you at all times. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. If you wish to register a complaint please contact us by telephone, email, in writing or in person, at the address shown on the documentation that you receive from us. Our Complaints Procedure is available on request and information about what to do and who to contact if you are unhappy with our service can be found under 'Contact Us' on our website <https://policyholders.paymentshield.co.uk/complaints.aspx>

If you are unhappy with our decision, or if we do not complete our investigation within 8 weeks, you will be entitled to refer your complaint to the Financial Ombudsman Service (FOS) ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). This is an independent service for settling disputes between businesses providing financial services and their customers. This service is free to customers.

## 5. OUR SERVICES

Our services may include: advising you on your general insurance and related financing needs; arranging your insurance with insurance companies; issuing policy documentation to you; helping you with any changes you wish to make; and helping you make a claim against your insurance policy.

We will endeavour to ensure that the products or services we offer you match your requirements. We will seek to identify your insurance needs relying on information you provide to us. If we cannot match all your requirements, we will seek to provide you with enough information so you can make an informed decision about your insurance.

We will explain the main features of the products and services we offer you, including: details of the insurance company; main details of cover and benefits; any unusual restrictions or exclusions; and any significant conditions or obligations which you must meet. If you need extra time to consider the products or services we have offered you, we will give you a written quote if you request one.

Where we are not providing advice or a recommendation we may ask you some questions to narrow down the selection of products we will provide details on. You will then need to make your own choice about how to proceed.

In helping to arrange your insurance, we act as an insurance intermediary. The insurance policies are underwritten by independent insurance companies. Much of our work is done on your behalf, for instance, helping you to find an insurance policy that meets your needs and in such instances we act as your agent.

We also perform a range of services on behalf of insurance companies. These services may include administration of insurance policies, issuing insurance contracts and handling insurance claims. We also design and develop insurance policies. Such policies may be branded as products of Paymentshield but will always be underwritten by independent insurance companies.

For policy administration and associated services performed on behalf of insurance companies in connection with insurance contracts, we will charge in addition to the insurance companies' premium a Policy Administration Fee on which Insurance Premium Tax (IPT) is levied. When we charge you a Policy Administration Fee this will be clearly identified and confirmed to you in writing.

## 6. INFORMATION ON OUR REMUNERATION

In all situations where we act on your behalf with insurance companies, we receive commissions and fees from those insurance companies. Such commissions and fees may vary depending on the performance and profitability of the underlying insurance products provided by those insurance companies.

In addition to commission paid to us by insurance companies we may earn a margin, profit-share or other payment from insurance companies for managing business transacted with them. These payments may be calculated by reference to various criteria such as the overall annual profitability of the insurance business transacted. Profit-share payments are not directly referable to individual policies and, consequently, we do not calculate such payments on an individual policy basis, meaning that we are unable to disclose to you how much your policy contributed to any profit-share payment we might receive. If such a payment is received, it will be retained by us.

You have a right to request information regarding any remuneration that we have received as a result of arranging and administering your insurance business.

## 7. TERMS OF PAYMENT

Our payment terms for annual policies are as follows:

- new policies - full payment of premium and fees on or before the inception date of the policy;
- renewals - full payment of premium and fees prior to the renewal date.

We accept payment by debit or credit card or, for monthly policies, by direct debit. You may opt to finance your annual premium through monthly instalments which would be the subject of a regulated credit agreement operated by us. If you decide to pay by instalments, details of the facility will be explained at the point of sale with full terms and conditions of any credit agreement confirmed in writing before you commit to the facility.

It is imperative that you comply with all payment terms and due dates set out in this paragraph or any such other terms and dates which we advise to you. In the event that you fail to pay any premium or other fees due within the payment terms, your policy may be cancelled from the inception or renewal date and any claims submitted may be rejected.

## 8. HOW WE HOLD YOUR MONEY

Premium(s) and any other monies we may hold on your behalf will be held in trust until such time as they are remitted by us to your insurance company or to you. The trust account will be operated in accordance with FCA regulations. All of the insurance companies we deal with have agreed to deem any premiums that you pay to us as having been received directly by them. It is our practice to set-off any amounts owed by you against any monies which we may receive or hold on your behalf (such as claims monies or premium refunds). You consent to the way we will hold your premium and/or other insurance related money in accordance with this paragraph.

## 9. RENEWAL OF POLICIES

Prior to the expiry of your policy where we will be inviting a renewal, we will send you details of the cost and terms to renew your policy.

In order to protect your interests relating to the risks/property you have insured, and in the event that we do not receive your instructions and payment prior to the date of renewal, we reserve the right (but shall have no obligation) to renew your policy and, in the case of instalment payments, to continue to accept payment from you unless and until you specifically notify us in writing that you wish to cancel your policy. In circumstances where we have assumed, in the absence of your instructions to the contrary, that renewal is required you may be liable to make payment to us and/or your insurance company.

## 10. YOUR DUTY IN RELATION TO THE QUESTIONS ASKED

In arranging your insurance we will ask a number of questions which you are required to answer. Please take reasonable care to answer all the questions honestly, to the best of your knowledge, and provide full answers and relevant details. If you do not answer the questions honestly or to the best of your knowledge then your policy may be cancelled, or your claim rejected or not fully paid.

## 11. CANCELLATION RIGHTS AND MID-TERM ADJUSTMENTS

You will find details of your cancellation rights in the terms and conditions of your insurance policy. We do not charge for mid-term adjustments.

Depending on the type of insurance you will have a minimum of 14 days (the "Cooling Off Period") to cancel your policy with effect from: the day the policy is sold; or the day you receive the full terms and conditions of the policy - whichever is the later.

To exercise your right of cancellation, contact us either by telephone, email or in writing within the time limits set out in your policy documentation. If you exercise your right to cancel your policy within the Cooling Off Period you will be charged for the period during which you were temporarily covered.

Where you are paying for your insurance by instalments and a payment is not received by us on or before the date when it is due to be paid, you agree that we may on your behalf instruct the insurance company to cancel the insurance or, where the first instalment payment has not been received, notify the insurance company that the policy has not been taken up; and, in either case, offset any refund of premium which may be received against any money which you owe for the cover provided to us or the insurance company. In such circumstances you will remain liable for any time on risk or other charges. You will also be responsible for putting in place any alternative insurance.

## 12. INCIDENTS, POTENTIAL CLAIMS AND HOW TO MAKE A CLAIM

If you wish to report a claim or potential claim, please follow the instructions provided in your insurance documentation, quoting your policy number or other reference given to you.

It is essential that you notify your insurance company or us promptly after discovery of all incidents or allegations that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any failure to do so may result in your insurance company refusing to accept a claim. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests.

For some policies, insurance companies give us authority to act on their behalf in settling claims. We have recognised this may give rise to a potential conflict of interest and have appropriate procedures in place to mitigate the risk.

## 13. LIMITATION/EXCLUSION OF LIABILITY

Your attention is specifically drawn to this section which limits or excludes our liability to you.

Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £5,000,000 per claim. In respect of any other claim arising out of our performance or non-performance of our services, our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to the claim arising.

We shall not be liable to you for any economic loss, loss of profit or loss of business, whether directly or indirectly occurring, which arises out of or in connection with these Terms. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence, or for loss caused by our fraud, wilful misrepresentation or breach of regulatory obligations.

## 14. INSURANCE COMPANY SOLVENCY

We always endeavour to place business with regulated insurance companies but cannot guarantee the solvency of any insurance company and shall not be liable for losses suffered by you in the event of the insolvency of an insurance company.

## 15. FAIR PROCESSING NOTICE

Our Fair Processing Notice, full details of which can be found here: <https://www.Paymentsshield.co.uk/Fair-Processing-Notice>. It explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it and informs you of certain rights you have regarding your personal information. If you are unable to access this website, details can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails you have received from us.

## WHO ARE WE?

Paymentsshield Limited (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us. You can contact us for general data protection queries by email to [DataProtection@ardonagh.co.uk](mailto:DataProtection@ardonagh.co.uk) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS.

## HOW WE USE THE INFORMATION YOU PROVIDE US

We will use your personal information to:

- assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis
- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to our websites
- Cross reference with information from publicly available sources

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

## YOUR RIGHTS

You have rights relating to your personal data, such as to request access to a copy of the data we hold about you, to request a review of any automated decision taken about you and correct any erroneous information we hold about you. More details on your rights can be found on the Information commissioner's website: <https://ico.org.uk/>

## 16. NO WAIVER OR AMENDMENTS AND OUR RIGHT TO ASSIGN

Any delay on our part in enforcing any of the rights under these Terms, either in whole or in part, shall not be deemed to be a waiver of such rights.

Neither we nor you may alter these Terms at any time during our appointment (including for the avoidance of doubt during the term of your insurance). We reserve the right to make amendments that are required to reflect a change of applicable law or regulation. Whenever possible, we will provide at least one month's written notice to you, before any such changes take effect.

We may freely assign or delegate all or any part of these Terms and/or the services to any third party. In the event that we assign or delegate all or any part of these Terms to a third party, your rights under these Terms will not be adversely affected.

## 17. GOVERNING LAW

These Terms are governed by English Law and we both agree to submit to the non-exclusive jurisdiction of the English courts.

Paymentsshield and the Shield logo are registered trademarks of Paymentsshield Limited (registered number 02728936) which is a company registered in England and Wales at Paymentsshield House, Southport Business Park, Wight Moss Way, Southport PR8 4HQ. Authorised and regulated by the Financial Conduct Authority. Telephone calls to Paymentsshield may be recorded for training and quality. © Paymentsshield Limited 2017. PP00310 (02/17).