

# Terms of Business Agreement for Clients

This Terms of Business Agreement (TOBA) sets out the nature and scope of the services Engage Health Group will be providing to you and other information required by law. This Terms of Business Agreement should be read alongside our Privacy Policy. These Terms can only be varied by agreement in writing between us.

## About Engage Health Group and Who Regulates Us

Engage Health Group is authorised and regulated by the Financial Conduct Authority and its Financial Services Register number is: 812846.

Our permitted business is to sell and administer general insurance products. You can check this information on the Financial Services Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 1116768.

## Whose products do we offer?

We offer products from a range of insurers for private medical insurance, cash plans, dental cover and group protection.

We offer information only, from a limited number of insurers for travel insurance.

## Our Service to You

We will advise and make a recommendation for you after we have assessed your needs for: private medical insurance (UK and international), group protection, cash plans and dental cover. On occasions we may offer travel insurance on a non-advised basis. When we do this, it will be made clear to you.

In making our recommendation we will carry out a fair and personal analysis of the market. This means that we will compare products from a wide range of Insurers in terms of the cover provided, quality of service and other relevant features. In arranging insurance for our customers, we act as an independent intermediary and act on your behalf. Our service includes: advising you on your insurance needs, arranging your insurance cover with the recommended insurers and helping you with any ongoing changes you have to make. Where you ask us to we will provide advice and assistance on claims matters, however we will not become involved in the claims process in any other way and will not be involved in payment of claims. Claims generally are handled directly by insurers.

There may be exceptions to this, for example, business transacted on a non-advised, information only basis, or execution only (directly on your instructions whereby you will not have requested nor received advice) or on a restricted advice basis (where our recommendations are restricted by the providers available). If these situations exist, we will make it clear to you, and our responsibility to you will be limited accordingly.

Where received by us we will forward policy documentation to you.

## Your Responsibilities

### *Disclosure of Information and Changes in Circumstances*

### *Consumer Insurance Contracts*

You are responsible for providing us and the insurers with the information we request from you to enable us to seek the cover you require. It is important that you understand that any information, statements or answers made by you to us or the insurers are your responsibility and must be accurate and complete. Any failure to answer questions honestly, carefully and accurately may invalidate your insurance cover in part or whole. Please do consult us if you are in any doubt on any aspect. Further information on your duty to take reasonable care in answering questions will be detailed in your statement of demands and needs.

### *Commercial Contracts*

**Duty of Fair Presentation:** In order to fulfil our collective duty with you to provide the insurer with a fair presentation of the insurance risk involved, you must disclose every material circumstance which you know or ought to know, or failing that, you must provide the insurer with sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

A 'material circumstance' is one which would influence the judgement of a prudent insurer in determining whether to take the risk and if so on what terms and it is our collective duty to carry out a reasonable search in respect of these circumstances.

Examples of such circumstances could be any ongoing serious medical conditions such as cancer and heart conditions as well as planned medical treatment. Please note these examples are for illustrative purposes only and are by no means exhaustive or conclusive.

It is important that you understand that any information, statements or answers made by you to us or the insurers are your responsibility and must be correct. Any failure to disclose material circumstances to the insurer or any inaccuracies in your answers may invalidate your insurance cover in part or whole.

Please note that not only does this apply at the commencement or renewal of your policy but also at any time during the lifetime of your policy. You should therefore advise us as soon as reasonably practical of any changes in your circumstances (including changes of address) which may affect our service to you or the cover provided under your policy. This should include any changes to scheme membership (if relevant).

### *Importance of Reading Your Policy Documentation*

You are responsible for reviewing the evidence of insurance cover and other related documents which will be sent to you to confirm that it accurately reflects the cover, conditions, limits and other items that you require. Particular attention should be paid to policy conditions as failure to comply may invalidate your cover. If there are any discrepancies, please contact us immediately.

You are advised to keep copies of all documentation sent to or received from us for your own records.

### *Payment of Premiums*

You must provide settlement with cleared funds of all monies due in good time, direct to an Insurer in accordance with the payment date(s) as specified in either the policy documentation or other relevant payment documentation (payment date). Failure to pay by the payment date may lead to insurers cancelling your policy. Premiums will include insurance premium tax at the prevailing rate (where applicable).

## Client Money

We are unable to hold client money in any way.

## Our Remuneration

Our remuneration may be commission paid by the insurer or a fee paid by you. Should we decide to charge a fee for our services this will be discussed with you and confirmed in writing. The commission we receive is based on a percentage of the total annual premium.

If you require us to disclose the level and indemnity term of our commission receivable from an Insurer, please ask and we will send you a letter setting out the amount we receive. This applies to both consumer (Individual) clients, and commercial (Group) clients. If you are a client with an individual protection product, then we will automatically inform you of the level of commission we earn from the Insurer at the quotation stage.

On occasion we may be remunerated by both commission and a fee. This will be discussed with you and confirmed in writing.

## Cancellation within the cooling off period

We will give you enough information and help so you can make an informed decision before you make a final commitment to buy your insurance policy. If you are a consumer (that is an individual buying insurance for personal use only i.e. wholly outside your business or profession) you will have the right to cancel your insurance policy within 14 days for general insurance e.g. private medical insurance or travel. For protection policies there is a 30 day cancellation period e.g. term life or critical illness. Please note, that these cancellation periods can vary between insurers and may exceed the minimum number of days as stated here. This information will be confirmed to you in your policy documentation.

The cancellation period begins (the later of):

- the day of the conclusion of the contract (for general insurance contracts),
- the day after the customer was informed that the contract was concluded (for pure protection contracts); or
- if later, the day after the customer receives full policy documentation.

You may be required to pay for the time on risk should you invoke cancellation, and this will be at the discretion of the insurer.

## Cancellation of this agreement

Our arrangement may be terminated by either party upon the giving of notice in writing to the other party. In the event our services are terminated by you, we will be entitled to receive all fees payable and any commission(s) payable in respect of the current policy year.

## Confidentiality and Data Protection

We will treat any information in our possession which relates to you as confidential. It will be necessary however, for us to disclose information that you consider confidential to insurers or other parties when acting on your behalf, where we reasonably consider such information to be material to the risks being covered, or for internal review and audit purposes.

Engage Health Group Ltd is committed to safeguarding all the information that is provided to us in the course of our business and to support the changes in European data law, known as the General Data Protection Regulation (GDPR). Full details of how we handle your data are included in our Privacy Notice which accompanies this document.

### **COMMERCIAL CLIENTS ONLY**

**Data Protection Legislation:** the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

**UK Data Protection Legislation:** any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

**Applicable Laws:** (for so long as and to the extent that they apply) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

Engage Health Group will comply with all applicable requirements of the Data Protection Legislation and all Applicable Laws. We will require you to adhere to the same standard of compliance. This obligation is in addition to, and does not relieve, remove or replace, either party's obligations under the Data Protection Legislation.

For the purposes of the Data Protection Legislation, Engage Health Group is the data controller (where Data Controller has the meaning defined in the Data Protection Legislation).

You must ensure that you have all necessary appropriate consents, notices and data security measures in place to enable lawful transfer of the Personal Data for the duration and purposes of this engagement.

In the event of a personal data breach, you must notify Engage Health Group without undue delay on becoming aware of such breach.

Please refer to our privacy policy for further information.

### **If you are not happy with our service**

It is our intention to provide you at all times with a high level of customer service. However, if you have any reason to be unhappy with the arrangement or servicing of your insurance, please contact:

Nick Hale, Director, Engage Health Group at the address at the bottom of this agreement or by emailing him on [nick.hale@engagehealthgroup.co.uk](mailto:nick.hale@engagehealthgroup.co.uk).

If you remain dissatisfied following our final response to your complaint you may refer your complaint to the Financial Ombudsman Service. Their contact address is as follows: [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
0300 1239123

## Are we covered by the Financial Services Compensation scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without any upper limit. Further information about the compensation scheme is available from the FSCS.

## Introducer Arrangements

We have an Introducer Arrangement in place with an Independent Financial Adviser (Regulated by the Financial Conduct Authority) for the purposes of making introductions only for advice on investment linked products. Where it is relevant, such introductions will only be made with the client's agreement.

## Third Party Rights

Unless otherwise agreed between us in writing no term of this Agreement is enforceable under the Contracts (Right of Third Parties) Act 1999, except by Engage Health Group.

## Governing Law

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.

### Trading Address

Engage Health Group  
Lees House  
21-33 Dyke Road  
Brighton  
BN1 3FE

### Registered Address

1a City Gate  
185 Dyke Road  
Hove  
BN3 1TL

Telephone: 01273 974419

Email: [enquiries@engagehealthgroup.co.uk](mailto:enquiries@engagehealthgroup.co.uk)

[www.engagehealthgroup.co.uk](http://www.engagehealthgroup.co.uk)

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