

# Terms of Business

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By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. For your own benefit, please read this document carefully and if you do not understand any point then please contact us for clarification.

Absence Protection Limited is authorised and regulated by the Financial Conduct Authority. You can check this on the FCA register by visiting the FCA's website [www.fca.gov.uk/pages/register](http://www.fca.gov.uk/pages/register) or telephone the FCA on 0845 606 1234. Company registration number: 04136959. We will gather information from you in respect of specific insurance policies to ascertain your needs and we will give you enough information about our policies for you to make an informed decision about its suitability for your school. We select staff absence insurance from a single insurance provider, a separate policy for maternity lump sum benefit and do not offer any financial advice.

All information about you will be treated as private and confidential and kept secure. We will only use and disclose the information we have about you in the normal course of arranging and administering your policy, processing claims and implementing a wellbeing package through our chosen occupational health providers, Smart Clinic. The services provided by Smart Clinic fall under a separate contract and is charged at £33 per FTE, and is included as part of your premium. We may also use the information we hold about you to provide you with information on other products and services we can offer which we feel may be beneficial to you. If you cancel or lapse your policy we may contact you the following year to provide a quotation. If you do not wish to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes please write to us at the above address. Under UK data protection law you have rights of access to any personal information we hold about you in our records. Please refer to our company privacy notice for full details on individual's data protection rights and how you can access these rights by visiting [www.absenceprotection.co.uk/privacy](http://www.absenceprotection.co.uk/privacy)

It is your responsibility to provide complete and accurate information to us when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance. It is important that you ensure all statements you make on proposal forms, claim forms and other documents such as statement of fact are full and accurate. Please note that if you fail to disclose any material information to us, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide.

We hold a delegated binding authority on behalf of the Insurers and as such any monies we collect from you are deemed to be paid to the Insurer. Payments may be made via finance agreements and we will treat these in the same way. Failure to either make payment in accordance with our credit terms or maintain payments may result in cancellation of your policy and you incurring a time on risk charge.

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 days of receiving your policy documentation, provided no claim has been made. Where you cancel a policy before renewal outside of any cooling off period you may be responsible for paying a charge to meet the cost of cover provided, including administration expenses which means that you may not receive a proportionate refund depending upon the terms of the particular policy. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to insurers within 30 days of your notice to cancel.

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## Terms of Business (continued)

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We reserve the right to cancel your policy at any time by giving you seven days written notice to your last known address where there is a valid reason for doing so. A valid reason for cancellation may include but is not limited to: non-payment of your insurance premium within the arranged credit terms, any fraudulent or illegal activity in connection with your policy or the use of any threatening, abusive or discriminatory language or behaviour against our staff or service providers.

We are covered by the Financial Services Compensation Scheme. 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 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme (<http://www.fscs.org.uk>).

We are remunerated by commission from the insurance provider. In addition we charge non-refundable fees for handling your insurances and we may detail these on your quotation. If you are a commercial customer you are entitled to ask us to disclose the amount of commission that we will receive in respect of any policy you take out. We reserve the right to retain commission in respect of any premium refunds made by insurers.

It is our intention to provide you with the highest possible level of customer service at all times. Should we not meet your expectations, we have a complaints procedure, which is explained below. Should you wish to complain please contact The Compliance Manager, either: In writing: 8 Brunel Court, Northwich, Cheshire, CW9 7LP, By telephone: 0800 862 0077, By Fax: 01565 621169, By e-mail: [compliance@absenceprotection.co.uk](mailto:compliance@absenceprotection.co.uk)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of our final letter: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, 0845 080 1800 or 020 7964 0500, complaint. [info@financial-ombudsman.org.uk](mailto:info@financial-ombudsman.org.uk), [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

It is essential to notify us of all incidents that may result in a claim against your insurance policy within the time limits set down within your policy. You should do this before incurring any costs or committing to any payment. Your policy summary and policy document will provide you with details on who to contact to make a claim or you can contact us for advice.

If any part of this agreement should be found to be unenforceable or invalid the remainder for the terms and provisions will not be affected. The jurisdiction of the courts of England and Wales will govern any dispute arising.