

# Terms and Conditions

These terms and conditions explain how you are allowed to use this website and the operation of the online quote and buy site offered by Pro-Visions Insurance Services Ltd. By accessing any part of this website you will be deemed to have accepted these terms and conditions in full. In these conditions, 'our', 'we', 'us' mean Pro-Visions Insurance Services Ltd.

## **Your responsibilities when arranging insurance**

You are responsible for deciding whether any of our products or services are suitable for your needs. Please read the relevant policy terms and conditions carefully before buying any insurance policy.

You are responsible for providing complete and accurate information, which insurers require in connection with any proposal for insurance cover. In order to get a quote for a new insurance policy, you will need to complete the online proposal form and answer a number of questions on this website. The answers you give will determine the amount you pay and the level of cover you receive. It is extremely important that you answer all questions truthfully and that you disclose all relevant facts. If you do not provide the insurer with the information they have asked for, or fail to tell them about any facts or information that are likely to influence the insurer's assessment of the risk involved, or any change in the facts supplied or your circumstances, it could invalidate your insurance which means that claims might not be paid. You should check all details given on this website before submitting and pay attention to any declaration you may be asked to confirm that you have read. This is particularly important before taking out a policy and at the renewal, but it also applies throughout the life of the policy.

You must satisfy yourself that the limit of indemnity and sum insured offered under the insurance is adequate to cover any potential claim made against you now or in the future and when applicable meets with any institution or governing body requirements. If you are in any doubt about what information to provide, please contact us on 01837 650030.

By requesting a quotation, you are confirming that you, your business and any other relevant individuals meet the insurer's requirements and that you will immediately notify us if any of those requirements cease to be met.

You should read and check all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to the terms and conditions of your policy as failure to comply with them could invalidate the insurance. You should take note of the required procedures in the event of a claim, which will be stated in the policy documentation. Insurers generally require immediate notification of claims or circumstances that might lead to a claim. In the event of a claim, you have an obligation to take reasonable steps to mitigate any loss.

## **Insurance products purchased through this website**

The policies available through this website are underwritten by either the sole insurer clearly stated on the website or by the insurer chosen by you, when more than one quote is presented to you. For Professional Indemnity, Public & Products Liability, Employers Liability and Office Contents/Equipment Insurance, these policies are arranged through one insurer, Catlin Insurance Company (UK) Ltd.

All quoted premiums are subject to Insurance Premium Tax levied by the Government at the prevailing rate (6% as of January 2011).

Quotations are 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.

If the automated system is unable to provide a quotation, you will be prompted to answer further questions. Your responses will then be sent to the underwriters who will assess your online proposal form and decide whether or not you can be provided with an online quotation. If they accept your online proposal form, you will receive an email with your quotation and a link to the website to complete your purchase. If they choose not to accept your online proposal form, we will use our traditional insurance broking service to present your risk information to insurers and we will contact you if further information or a separate completed proposal form is required.

Once insurance has been arranged, (usually as soon as payment has been approved) you will receive an email containing your policy schedule, policy wording, copy of your proposal form and our own information documents. You must confirm receipt of these documents and a link is provided in the email to do this automatically. You should keep a copy of all information submitted to or received from us for your records.

Access to some parts of this website is only possible by password, for example to retrieve an insurance quote. You may only access these parts of the website if you have a valid quote number.

#### **Payment for our services.**

We normally receive commission from the insurers or product providers and, therefore, do not impose an administration fee for handling your insurance.

You may pay your insurance premium by credit or debit card and in some cases by Direct Debit.

In order to make a credit or debit card payment, you will be taken to the secure server of our online payment provider, Paypoint. Your card details are not stored in the Pro-Visions Insurance Services Ltd system, but are passed to a third party for payment processing.

Our premiums are normally calculated on the basis that documents are despatched by email and that renewal invitations are sent to you by email. In the event that you wish us to post a hard copy of the documents to you, we reserve the right to charge you an additional administration fee. We also reserve the right to charge you an additional administration fee in respect of mid-term adjustments or cancellation requests to your record.

#### **Cancellation**

The Insurer shall be entitled to terminate the policy or withdraw its quotation, with immediate effect upon notice to you upon non-receipt of payment. There is a cooling-off period of 14 days, during which the cover can be cancelled with a full refund. After this period, you may cancel the insurance by giving us 30 days' notice in writing of your intention to do so. The insurer may cancel the insurance by giving us notice in writing, the duration of which will be detailed in the policy wording, which we will then forward to you immediately. In both cases, we will return to you the amount of premium which relates to the unexpired period, minus our commission, provided that no claims have been notified under this insurance.

Any refunds following cancellation may take up to 90 days to process and will be paid by cheque, regardless of the original method of payment.

## **Claims**

If you need to make a claim, please contact us on 01837 650030. You will need to provide your policy number, and full details of the claim, including the date, amount and circumstances of the loss. If you have received any written correspondence regarding a claim, you should pass this to us immediately and unanswered.

## **Legal exclusions and limitations**

We take care to ensure that the information contained in this website is accurate and up-to-date. However, we make no representations or warranties about the accuracy, completeness, reliability or suitability for any purposes of the information and related graphics published in this site, which may contain technical inaccuracies and typographical errors.

If you choose to obtain an online quote, you understand and accept that we are not providing any legal or other professional advice or opinion on specific facts or matters. Also, neither we nor any of our directors, employees or agents will be liable for damages arising out of or in connection with the use of this site or the information in it.

## **Links to other websites**

This website includes certain links, including hypertext links, to external websites that are not under our control. These links will help you find relevant services and/or products quickly and easily and are provided for your information and convenience. You are responsible for deciding whether any of these services and/or products are suitable for your purposes. Pro-Visions Insurance Services Ltd is not responsible for the suppliers of these services and/or products or the goods or services they supply or for their website content and does not give or enter into any conditions, warranties or other terms or representations in relation to any of these. We accept no responsibility or liability for the content of other websites. The inclusion of such links does not imply endorsement by us in any way of the website to which a particular link leads.

## **Changes to terms and conditions and disclaimer**

Pro-Visions Insurance Services Ltd may change the terms and conditions and disclaimer set out above from time to time. By browsing this website, you accept the current terms and conditions and disclaimer. You should check these each time you visit this website.

## **Data protection**

We will only use your personal details in line with our privacy policy. Please read this carefully before proceeding. By providing your personal details to us you are consenting to its use in accordance with our privacy policy.

## **Changes to/operation of website**

We may change the format and content of this website (or of any insurance products or services offered via this website) at any time.

We may suspend the operation of this website (or suspend provision of any insurance products or services offered via this website) for support or maintenance work, for content updates or for any other reason.

We reserve the right to stop access to this website (and to products and services offered via the website) at any time and without notice.

## **Jurisdiction**

This website is for UK residents and businesses only.

These terms and conditions are governed by and are to be interpreted in accordance with English Law. The content of this site and the products and services offered by us comply with appropriate UK legislation and regulation. Unless we have agreed otherwise with you, the insurance contract shall be subject to the law of England and Wales and the exclusive jurisdiction of the courts. If any of these provisions shall be unlawful, void or for any purpose unenforceable, then the particular provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

## **Regulation**

Pro-Visions Insurance Services Ltd is authorised and regulated by the Financial Services Authority.

Our FSA reference number is 476854

Our permitted business is arranging general insurance contracts.

You can check this on the FSA's Register by visiting the FSA's website – [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

## **How we handle complaints**

If you have a question or complaint, you can contact us in one of the following ways:

### **In writing:**

Pro-Visions Insurance Services Ltd, 8 Cranmere Road, Okehampton, EX20 1UE

### **By phone:**

01837 650030

### **By email:**

[info@provisionsinsurance.co.uk](mailto:info@provisionsinsurance.co.uk)

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Tel: 0845 080 1800

Website: <http://www.financial-ombudsman.org.uk>

Please note this service may not apply to commercial clients.

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 with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS. Financial Services Compensation Scheme, 7<sup>th</sup> Floor Lloyds Chambers, Portsoken Street, London, E1 8BN

Tel: 0207 892 7300

**Copyright**

All copyright and other intellectual property rights in any material (including text, photographs, graphics and other images including sounds) contained in this website is either owned by Pro-Visions Insurance Services Ltd or has been licensed to Pro-Visions Insurance Services Ltd by the rights owner(s).

**Force majeure**

We shall not be liable to you for any breach of these conditions of use or any failure to provide, or any delay in providing our services through this website that results from any event or circumstance beyond our reasonable control. This includes without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, fire, explosion, accident, insurrection and war.