

Professional Insurance Agents Online Quote and Buy System

Terms and Conditions

By using this online quote and buy system you agree to the following terms. Please read them carefully. In these conditions of use 'our', 'we', 'us' mean Professional Insurance Agents Ltd.

Your Responsibilities

In order to get a quote for an insurance or financial services product, you will need to answer a number of questions on our site. The answers you give will determine the amount you pay and the level of cover you receive.

It is very important that you answer all questions truthfully and that you disclose all relevant facts. If you do not provide your insurer or financial services provider with the information they have asked for, or fail to tell them about any circumstance likely to influence the insurer's/provider's assessment of the risk involved, or any change in the facts supplied or your circumstances, it could invalidate your insurance or product. Any failure on your part to supply complete and accurate information could have serious repercussions. If you are in any doubt whether any information is relevant, please contact us on +44 (0) 1323 648000.

By requesting any quote, 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 any terms and conditions of your policy as failure to comply with them could invalidate it.

In the event of a claim, you should take note of the required procedures, which are stated in the policy documentation. You also have an obligation to take reasonable steps to mitigate any loss.

Sales of Insurance Products

Policies 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.

All quoted premiums are subject to Insurance Premium Tax levied by the Government at the prevailing rate (5% as of March 2008). 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 application and decide whether or not you can be provided with an online quotation. If they choose to accept you, you will receive an email with your quotation and a link to the website to complete your purchase. If they choose not to accept you, your application will be brokered in the traditional manner, one of our brokers will contact you and you may be asked to complete a proposal form.

Once insurance has been effected, (usually as soon payment has been approved) you will receive an email containing your policy schedule, relevant wordings, your proposal form and our own information sheets. 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.

Payment & Fees

As an insurance intermediary we earn a commission from the insurance company for placing business with them. Should you need any further information about any commission received in placing the business, please confirm your policy details in writing.

You may pay your insurance premium by credit or debit card or by Direct Debit.

The Direct Debit facility is provided by Premium Credit Ltd. You will be sent a full credit agreement from them no less than 5 days before the first instalment is collected.

Premium Credit will notify us in the event of default at which time we will contact you and ask for full payment of the remainder of your premium plus an administration fee.

In order to make a credit or debit card payment, you will be taken to the secure server of our online payment provider, Protx. Your card details are not stored in the Professional Insurance Agents system, but are passed to this third party for payment processing.

Our premium rates are 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 documents to yourself 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 an additional administration fee, provided that no claims have been notified under the insurance.

Any refunds may take up to 60 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 directly on +44 (0)1323 648000. You will need to provide your policy number, and full details of the claim, including the date, amount and circumstances of the loss.

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 purpose of the information and related graphics published in this site, which may contain technical inaccuracies and typographical errors.

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This is a comprehensive limitation of liability that applies to all damage of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and third party claims. However, nothing shall exclude or restrict liability for death or personal injury resulting from the negligence of us, our directors, employees or agents. Also, nothing shall exclude or restrict our obligations under the Financial Services and Markets Act 2000 or any other current or future Financial Services legislation.

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Regulation

Professional Insurance Agents Ltd. is authorised and regulated by the Financial Services Authority.

Our FSA reference number is 305328.

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 or by contacting the FSA on 0845 606 1234.

Complaints

If you wish to register a complaint, please contact us:

in writing

Professional Insurance Agents Ltd., Lion Works, Sidley Road, Eastbourne, BN22 7HB

by telephone

01323 648000

If you cannot settle your complaint with us, you may be entitled to refer to the Financial Ombudsman Service.

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 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit

Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN

Tel: 0207 892 7300

Please note this may not apply to commercial clients.

Governing 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.

Data Protection

Personal details provided through this website will only be used in accordance 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.

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 our site 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.

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