ExecutiveLife

CLIENT DOCUMENT

TOBA

Terms of Business *Agreement*

Please read this document carefully. It sets out the terms on which Executive Life Limited provides its services to you.

CONTACT

020 4540 6009
www.executive-life.co.uk

REGISTERED OFFICE

Unit 6, Birchy Cross Business Centre
Broad Lane, Tanworth-in-Arden
Solihull, B94 5DN

01 The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Executive Life Limited is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number is 985058.

Our permitted business is non-investment insurance contracts. You can check this on the Financial Services Register by visiting the FCA's website at: https://register.fca.org.uk.

02 Whose products do we offer?

For General Insurance (e.g. Private Health Insurance) – we offer products from the whole of the market. In some cases we may use the services of other firms to place your insurance policy, such as other brokers, intermediaries, underwriters, cover-holders and/or agents, in which case we will provide you with the name of the firm, and the Insurer the policy is underwritten by. A list of Providers we offer General Insurance products from, is available upon request.

For Pure Protection (e.g. Life Insurance, Critical Illness and Income Protection) – we offer products from the whole of the market. A list of Insurers we offer Pure Protection products from, is available upon request.

03 Which service will we provide you with?

For General Insurance and Pure Protection – you will receive advice and a personal recommendation from us as to what we believe to be the most suitable insurance product for your requirements, once we have assessed your needs for the particular product.

Should you have a change in circumstances that requires a change to the policy terms, we will provide you with the necessary support to facilitate the required changes to your policy. Please note that all changes are subject to your insurer agreeing to make these changes and adjusting your Policy accordingly. The insurer may charge a fee and an increase in premium for making these changes.

Please note that we do not provide any advice in relation to Claims on the policies we have arranged, but where specifically requested by you to do so, we will notify the Insurer of your Claim and can provide you with an introduction to an independent Loss Assessor.

04 Disclosure of Information

It is important that any information, statements or answers you give to us or to your Insurer are complete and accurate. If they are not, your Insurer may reduce or refuse a claim, impose additional terms, or treat the policy as if it never existed.

The nature of this duty depends on who is taking out the policy.

If you are taking out the policy as a business – for example a limited company arranging Relevant Life, Key Person or Shareholder Protection cover – you have a duty of fair presentation of the risk under the Insurance Act 2015. This means disclosing every material circumstance you know, or ought to know, in a reasonably clear and accessible way. Your knowledge includes what your senior management and the people arranging the insurance know, or ought to know after a reasonable search of information available to you.

If you are taking out the policy as an individual consumer, you have a duty under the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable

care not to make a misrepresentation. In practice this means answering the Insurer's questions fully, honestly and to the best of your knowledge.

Circumstances which may be considered material include but are not limited to special or unusual facts relating to the risk, any particular concerns which led you to seek insurance cover and anything which would be understood as being something that should be disclosed for the type of risk in question.

These duties apply when you first take out the policy, at each renewal, and whenever you make a variation to it. If you are unsure whether something should be disclosed, please disclose it anyway or ask us — we would always rather you told us.

Responsibility for the accuracy of this information is yours, as we cannot be expected to have known facts which have not been disclosed to us. Please keep copies of any documentation sent to you for future reference.

05 What will you have to pay for the service?

General Insurance & Pure Protection: We will not charge you a fee for this service.

We will receive commission from the Insurance provider, which will be disclosed to you within the insurance documentation.

06 Cancellation rights

Insurance: If you wish to cancel your policy, please write to us at Executive Life Limited, Cancellations Department, Unit 6, Birchy Cross Business Centre, Broad Lane, Tanworth-in-Arden, Solihull B94 5DN or call us on 020 4540 6009 or you can contact the insurer directly as specified within your Policy Documentation.

Annually renewable policies (e.g. Group Private Medical Insurance). These policies renew each year. We will write to you in good time before your renewal date with the renewal terms offered by the insurer. Where those terms meet your originally stated demands and needs, and you have not told us otherwise, we will renew the policy on your behalf so that your cover does not lapse. You can tell us at any time before the renewal date that you do not wish to renew, or that you would like us to approach the market again first, and we will act on that instruction.

Term protection policies (e.g. Relevant Life, Key Person, Shareholder Protection and Income Protection). These policies run for a fixed term and do not renew annually. Premiums are either guaranteed for the term or reviewable at set intervals — your policy documentation confirms which applies to you. We will not make any change to these policies without your instruction.

Your statutory rights are not affected.

07 What to do if you have a complaint?

If you wish to register a complaint, please write to us at Executive Life Limited, Complaints Department, Unit 6 Birchy Cross Business Centre, Broad Lane, Tanworth-in-Arden or call us 020 4540 6009. If you wish to obtain a copy of the firm's Complaint Handling Procedure, please be in contact with Executive Life Limited. Please be assured that we treat complaints seriously. For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS').

You can write to them at Financial Ombudsman Service, Exchange Tower London, E14 9SR, or by email to complaint.info@financial-

ombudsman.org.uk

You can also call 0800 023 4567 or (18002) 020 7964 1000 using next generation text relay. Full details can be found on the FOS website at www.financial-ombudsman.org.uk.

08 We are 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.

Long-term insurance (including life insurance, critical illness cover and income protection): covered for 100% of the claim, without any limitation.

General insurance (including private medical insurance): advising and arranging of optional insurance policies is covered for 90% of the claim, without any limitation. Compulsory insurance policies are covered 100%.

09 Data Protection

Executive Life Limited is registered with the Information Commissioners Office and we comply with the relevant Data Protection legislation. If you provide Executive Life Limited with Personal Data of a third party, you should only do so if you are authorised to release such information by the data subject.

You hereby authorise Executive Life Limited to provide your Personal Data to any relevant providers for whom Executive Life Limited wish to make an application on your behalf, although any Sensitive Personal Data will not be obtained or disclosed without providing you the reasons, or without obtaining your explicit permission to do so.

The information you provide is subject to the Privacy Notice of the firm, a copy of which has been provided to you together with this TOBA. You may request confirmation of the information we hold about you, to which we will respond within 30 days.

You consent to us, or any company associated with us, processing your Personal Data in accordance with the Privacy Notice of the firm. If you wish to obtain a copy of the firm's Privacy Notice, please be in contact with us in writing at Executive Life Limited, Unit 6, Birchy Cross Business Centre, Broad Lane, Tanworth-in-Arden B94 5DN or by calling us on 020 4540 6009.

We may communicate with you via various methods including email. Although all of our emails are scanned for viruses, it is recommended that any attachment(s) be scanned by yourselves as we cannot be held liable for any loss or damage caused by software viruses. If you choose to communicate with us via email, please be aware that email communications without the use of encryption, may not be the safest method of communication.

If you wish to guarantee the safety and confidentiality of any information you send to us via email, encryption methods should be used.

STAY IN TOUCH

Join our social media platforms. ↗

ExecutiveLife

CONTACT

020 4540 6009

www.executive-life.co.uk

ADDRESS

Unit 6
Birchy Cross Business Centre
Broad Lane
Tanworth-in-Arden
Solihull
B94 5DN

Executive Life Limited is authorised and regulated by the Financial Conduct Authority.
Firm Reference Number 985058.