

# Terms of Business



## Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the section headed 'Use of personal data', specifically the paragraph explaining how 'sensitive personal data; will be used and the sub-section titled 'Credit Checks'.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

## The Financial Conduct Authority

Vantage Protect Ltd t/a Rhino Trade Insurance Services is authorised and regulated by the Financial Conduct Authority (FCA).

Our Firm Reference Number is 772055. Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts.

You may check this on the Financial Services Register by visiting FCA's website, <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

## Our Service

### Helping you to decide

We source and arrange products but do not offer advice or make recommendations when arranging your insurance (a "non-advised" service). However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

### The capacity in which we act for you

We select personal and commercial insurances from a limited number of insurers or only offer products from a single insurer. We will give you further information about this before we finalise your insurance arrangements; you may ask us for a list of the insurers we deal with for these products.

If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

We will not in any circumstance guarantee the solvency of any insurer.

## Complaints and Compensation

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact us:

### In writing:

The Nominated Complaints Handler  
Vantage Protect Ltd  
Windsor House  
Troon Way Business Centre  
Thurmaston  
Leicestershire  
LE4 9HA

**Telephone:** 01455 852050

**Email:** [feedback@vantageprotect.com](mailto:feedback@vantageprotect.com)

### Our commitment to you

#### What to do if you are unhappy with any aspect of your insurance

We believe that you deserve to be treated in a courteous, fair and prompt manner. Our goal is to provide an excellent service to all of our customers.

If there is an occasion when you feel let down then please let us know immediately. We take all customer complaints seriously and we have established the following complaint procedure to resolve your concerns quickly, fairly and by the appropriate department.

Raising your concerns and how we will respond:

### **Step 1: Seeking resolution from the department you have been dealing with:**

In the first instance we would encourage you to contact the department with which you are unhappy. Members of staff are empowered to support you and resolve any concerns you may have. You can write or telephone, whichever is the most convenient, and ask your contact to review the situation.

### **Step 2: Within five working days of receiving your complaint:**

If we are unable to resolve the matter immediately or a more detailed investigation is required, we will send you an acknowledgement letter. The letter will provide the contact details of the person who will be supporting you throughout your complaint, along with a unique complaint reference number.

Within four weeks of receiving your complaint: In our experience most complaints can be resolved within four weeks. If this is unlikely we will contact you to provide an update and confirm the date when we will next be in touch.

Within eight weeks of receiving your complaint: We will either provide you with a final response that explains the outcome of our investigation and the next steps, or a letter that confirms when we anticipate that our investigation will conclude.

### **Step 3: Referral to the Financial Ombudsman Service:**

On receipt of our final response, or if we have been unable to conclude our investigation within eight weeks, you may be able to refer your complaint to the Financial Ombudsman Service. We will provide full details of how to do this when we respond to your complaint. This information is also contained within your policy documentation.

The Financial Ombudsman Service can be contacted at:

Financial Ombudsman Service, Exchange Tower, London. E14 9SR.

**Telephone:** 0800 023 4567 or 0300 123 9123

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that The Financial Ombudsman Service may not be able to consider your complaint if you:

- Have not provided us with the opportunity to resolve it; or,
- Are a business with more than 10 employees and a group annual turnover of more than €2 million; or,
- Are a small business with an annual turnover of more than £6.5 million and either a balance sheet total of more than £5,000,000 or employees more than 50 persons; or
- Are a trustee of a trust with a net asset value of more than £5 million; or,
- Are a charity with an annual income of more than £6.5 million.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure does not affect your rights to take legal action.

## **Your Responsibilities**

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy. If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

### **If you are a consumer**

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy. If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

### **If you are a commercial customer**

You have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgment

of the insurer or that would put the insurer on notice that it needs to make further enquiries.

### **Examples of material circumstances are**

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size and complexity of your business, and allow yourself sufficient time before your renewal date to consider and/or assess your insurance requirements. Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis. You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

### **Use of Personal Data**

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect may include information relating to your name, address, date of birth and contact details.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing [dataprotection@vantageprotect.com](mailto:dataprotection@vantageprotect.com).

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties and product and service providers such as insurers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our Data Protection Champion by emailing [dataprotection@vantageprotect.com](mailto:dataprotection@vantageprotect.com), by writing to the Data Protection Champion at the address shown at the top of this document, or by telephoning 01455 852111. How we process your personal data is detailed further within our Privacy Policy.

### **Credit checks**

We may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

### **Conflict of interest**

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

### **Claims handling arrangements**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We act on behalf of insurers in negotiating and settling claims in relation to certain products. Where this is the case, the policy documentation clearly identifies Vantage Protect as the claim handler, and in the event of claims notified against those policies, we will act on behalf of the insurer, as their representative.