



## Terms of Business Agreement

**Fitness Professionals is authorised and regulated in the UK by the Financial Conduct Authority (705177).**

### Law and language

This Terms of Business is subject to English Law and the jurisdiction of the English Courts. We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

### Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully and, in particular, if you do not agree to any part of the information, please tell us. We assume that you accept the terms of this agreement unless we hear from you.

### Limit of liability

This clause restricts the amount that may be recoverable as a result of our negligence. Other than injury or death of any person (that no cap on liability will apply), our liability to you for the services we provide shall not exceed £1,200,000 in connection with any one event or connected events.

### The regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of general insurance policies.

Our Financial Services Register number is 705177 and you can check our status and permissions at [fca.org.uk](http://fca.org.uk) or by contacting the FCA on 0800 111 6768.

### Confidentiality and Data Protection

We will exchange the information that you provide to us with insurance companies and other brokers or agents for the purposes of obtaining quotations and arranging cover, this may result in a credit check to confirm your identity and minimise the risk of fraud. We will treat all information as private and confidential, and in strict accordance with the General Data Protection Regulation (GDPR), even when you are no longer a customer, and only share information if we are required to do so by law, or regulation.

Under the GDPR, you have a right to a copy of any personally identifiable information about you that we hold in our records, you can obtain details by writing to us at the usual address.

**FitPro has a privacy policy that sets out how we hold and use your personal data. Please refer to this policy for full information which is available via the following link - [https://www.fitpro.com/fitpro\\_live/privacy.cfm](https://www.fitpro.com/fitpro_live/privacy.cfm)**

### Our fees, commission and charges

We usually receive a commission from the insurance provider with whom we place your business, and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or when the insurer has received cleared funds from us in respect of the premium due

under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. We may also receive a commission or fee for passing introductions to other professional firms.

In addition, we may make small charges to cover the administration of your insurance. Payment by Direct Debit will be collected over 12 monthly installments and may incur a small additional charge.

Policies voided or cancelled from inception by insurers will be treated as a cancellation and we will retain any commission and fees before returning the net premium to you. By accepting these terms of business, you agree that we may retain the portion of the premium that relates to commission that would have been due to us.

Occasionally we may arrange a policy on which we earn no commission (a 'net premium policy') and in these cases we will advise you of the arrangement fee before you take the policy out.

Specific charges, which apply to individual policies, will be advised to you prior to the commencement of each contract applicable to that policy. The specific charge and purpose of any additional charges will always be advised to you in advance.

You are entitled to request, at any time, information about the commissions that we may have received in connection with your insurance. If you want this information, please contact us.

## Our service

We can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf.

We also act on behalf of the insurer when collecting premiums under risk transfer.

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking We will confirm to you the level of service we are providing as part of our sales process.

In all cases our service will include arranging and administering your insurance, including helping you with on-going changes and assisting you if you need to make a claim, or where we outsource claims handling facilities to give you an enhanced service.

If we use the services of another intermediary to place your insurance we will advise you of the name of the intermediary we use and the name of the insurer.

**If you mislay your policy at any time, we will arrange a replacement policy document, if you request it.**

## Our selection (single insurer)

We only offer products from one insurer who is Aviva.

## Financial strength

We regularly assess the financial strength of Aviva. The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and A M Best published with other readily available information within industry guides, newsletters and press releases. While we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

## Money

We will hold money that you pay to us under a risk transfer agreement with the insurer. This will include holding your money in the following way.

**A non-statutory trust insurer bank account** in accordance with our agreements with insurance companies that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims, money or premium refunds we receive prior to being paid to you.

**By holding your money in this way means that in the event that this firm becomes insolvent your money**

**remains protected.**

In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

## Payment options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter into a finance arrangement, this will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company, not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment, the finance provider could approach the insurer to seek a termination of the insurance contract to recoup its outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

**Please note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.**

## Complaints

Our aim is always to provide our customers with a first-class service; however, we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible by calling our main office, or write to:

Darren Orton (Scheme Manager)  
Fitness Professionals Ltd  
First Floor  
Saxonbury House  
High Street  
Wanstead  
London  
E11 1QQ  
**Phone: +44 (0)20 8586 8635**  
**Email: [info@fitpro.com](mailto:info@fitpro.com)**

If we are unable to resolve the issue to your satisfaction by the end of the next business day, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within five working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of the position at no later than four weeks and a final response no later than eight weeks.

If you are not happy with our response or the position after a period of eight weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a 'fixed line', for example a landline at home) or **0300 123 9123** (free for mobile phone users paying a monthly charge for calls to No's starting 01 or 02). Alternatively you can contact them at The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
[financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

**A full copy of our complaints procedure is available on request.**

## Financial Services Compensation Scheme (FSCS)

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit; however, compulsory classes of insurance (such as motor insurance) is covered for 100% of a claim. Further information is available from the FSCS helpline on 0800 678 1100 and [fscs.org.uk](http://fscs.org.uk)

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent.

### **Insurance Premium Tax (IPT)**

Your premium detailed in the policy will include IPT at the prevailing rate, currently 12%. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Some policies are subject to Value Added Tax (VAT) not IPT, and should the rate of VAT be amended by the Government, your premium will be amended by the insurer to reflect the change.

### **Termination**

You may cancel this agreement with us at any time. You must provide at least 30 days written notice of instructions. We also reserve the right to cancel this agreement at any time. In any event, we will provide you with reasonably sufficient time to re-arrange your insurance and we will notify you of termination in writing together with an explanation if appropriate.

### **Bribery Act**

It is our intention to meet the requirements of the Bribery Act 2010. We have appointed Darren Orton, Scheme Manager, with overall responsibility for the prevention of bribery. If at any time you feel that we have not acted in a way that meets the requirements of the Bribery Act 2010 you should contact us immediately.

### **Claims Service**

A 24 hour 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

The prompt notification of claims is a requirement of all insurance policies and failure to comply with this might prejudice the position should a claim occur. It is, therefore, essential that we are advised immediately of any claim made against the Client or any occurrence which may give rise to a claim under this policy.

In the event of a claim please contact the AVIVA Claims Team on 0345 300 7586 and quote the policy number which is shown on your insurance certificate.

FitPro is a trading name for Fitness Professionals Ltd who is authorised and regulated by the Financial Conduct Authority - FCA number 705177

**FITNESS PROFESSIONALS LTD** • First Floor Offices • Saxonbury House • High Street • London • E11 1QQ  
tel: +44 (0)20 8586 0101 • email: [info@fitpro.com](mailto:info@fitpro.com) • web: [fitpro.com](http://fitpro.com)  
Reg No. 2499039 • Registered in England and Wales