

# Terms of Business Agreement About Premierline

## About us

Premierline is a trading name of Allianz Business Services Limited, an insurance broker wholly owned by Allianz Holdings plc. The ultimate parent company of Allianz Holdings plc is Allianz SE, which forms part of the global Allianz group of companies ("Allianz Group").

This policy is administered by Allianz Business Services Limited, and underwritten by Allianz Insurance plc.

In this document 'we', 'us' and 'our' means Allianz Business Services Limited trading as Premierline.

## Who regulates us?

The Financial Conduct Authority is the independent watchdog that regulates financial services firms.

Allianz Business Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 304779. Our permitted business is intermediating on general insurance contracts. You can check this on the FCA's Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk).

## Scope and application

The purpose of this document is to describe our professional relationship and the terms upon which we will provide our services to you.

Please read this document carefully as it sets out the terms and our mutual responsibilities. Use this information to decide if our services are right for you.

These Terms come into force immediately on issue and remain in force until further notice. By asking us to, handle and arrange insurance cover on your behalf you are providing your informed agreement to these Terms of Business.

## The products we offer

We conduct insurance mediation business, offering insurance products from Allianz Insurance plc.

In the event that we are unable to offer a suitable insurance product from Allianz Insurance plc, we will offer alternative options through our Premierline Business Insurance Broker team (also a trading name of Allianz Business Services Ltd), or with your agreement, another provider.

## The service we provide

Our objective is to identify the best insurance product to meet your insurance needs.

## The service we provide (continued)

Our service includes helping customers enter into insurance contracts and providing administrative support to customers during the lifetime of their insurance contracts.

We will discuss with you or your representatives your insurance requirements, including the scope of cover needed, limits to be sought and cost. We will then advise and make a recommendation for you after we have assessed your demands and needs. It is important to note that determining suitable levels of cover remains your responsibility and we will not provide advice on the sums insured you may require.

We act as your agent when recommending the most appropriate product. When we arrange your insurance with the insurer Allianz Insurance plc, we act as agent to Allianz Insurance plc, which enables us to accept business on their behalf and immediately provide coverage for a risk.

## Disclosure of information

It is your responsibility to provide complete and accurate information in a timely manner throughout the life of the policy and when you renew it, as the information you provide will form the basis of a legally binding contract. You must disclose every material circumstance which you know or ought to know or, failing that, disclose sufficient information to put a prudent insurer on notice that it needs to make further enquiries. You must also ensure that any representation you make as to matters of fact are substantially correct and representations you make as to a matter of expectation or belief are made in good faith.

**Please note that if you fail to provide a fair representation of risk and/or disclose a change of circumstances to us and/or the insurer, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.**

We strongly recommend that the information you provide to us is checked thoroughly prior to submission and that you keep a record of all correspondence you send or receive from us or your insurers in relation to the arrangement of your insurance cover.

Please discuss with us if you have any doubts or concerns about the risk information or business characteristics you should disclose.

We will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information, or any misrepresentation made by you.

If false or inaccurate information is provided by you and fraud is identified your details will be passed to fraud prevention agencies. Further details on how the information held by fraud prevention agencies may be used, is available upon request.

# About Premierline - Terms of Business Agreement (continued)

## Policy documentation

We will issue documentation to you by email unless you tell us that you wish to receive correspondence by post. Where we have given a recommendation we will enclose a statement of demands and needs with your documentation. You should read this carefully as it will set out the reasons for our recommendation and to help you decide whether to accept the insurance cover.

You are responsible for reviewing all of the documentation we send to you recommending cover or confirming that you have cover to ensure that it is in accordance with your instructions. If you have any questions about the coverage, conditions, limits or other terms, or the cover does not meet your instruction you must contact us immediately.

## Changes in circumstances

You must advise us as soon as possible of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance contract.

## Claims

If you need to make a claim you must liaise directly with your insurer, Allianz Insurance plc and notify them as soon as possible of a claim or circumstances which may result in a claim. Full details of how to claim can be found in your policy wording.

## Renewal

If Allianz Insurance plc does not wish to invite renewal of the policy you will receive notification of their decision.

Prior to the annual renewal date you will receive an invitation to renew the policy. If you have received advice and a recommendation from us, we will enclose a statement of demands and needs with your documentation.

You should read the renewal invitation documentation to ensure the insurance cover continues to meet your insurance needs and contact us if anything is inaccurate or you need advice on any aspects of cover.

Unless otherwise agreed we operate an automatic renewal process, therefore:

- If you pay by Direct Debit, you will:
  - Continue to pay equal monthly instalments to Premium Credit (see Premium finance section), providing the Direct Debit Mandate remains in force.
  - If you do not wish to renew your policy or do not wish to continue paying by Direct Debit you must notify us and Premium Credit before the policy expires.

## Renewal (continued)

- If you pay by credit or debit card and have provided consent to the use of continuous payment authority, we will:
  - Attempt to take payment using the card that was used to pay the annual premium the previous policy year. The request for payment will be taken no earlier than 7 days prior to your renewal expiry date.
- If you do not pay by Direct Debit or have not provided consent for continuous payment authority, you must contact us to make arrangements to pay the premium in full prior to your renewal date.

The policy will then remain in force unless you choose to exercise your right to cancel the policy in accordance with these Terms of Business.

If a valid Direct Debit instalment plan is not in force or you do not pay the insurance premium in full prior to your renewal date then your insurance cover will cease on the renewal date.

## Premium finance

We enlist the services of Premium Credit Limited (Premium Credit) in the facilitation of Direct Debit payments and Premium Credit is our approved credit provider, Premium Credit's registered office address is; Premium Credit Limited, Ermyn House, Ermyn Way, Leatherhead, KT22 8UX. Premium Credit is registered in England and Wales, (Companies House registration number 02015200) and is authorised and regulated by the Financial Conduct Authority.

If you choose to manage your insurance premium payment through Direct Debit your credit agreement will be with Premium Credit. In the event you default on this credit agreement, Premium Credit has the right to recover any losses from us. In this instance, we have the right to cancel your insurance policy and you will need to reimburse us for any losses we incur in compensating Premium Credit.

## The cost of our service

We make charges for some of the services we carry out. You will be charged an administration fee of:

- £25 if you cancel your policy after the initial 14 day cooling off period
- £20 if you amend your policy in the duration of cover

Other fees may be applied by Allianz Insurance plc. Details are included within your policy wording.

# About Premierline - Terms of Business Agreement (continued)

## Our remuneration

Allianz Insurance plc will pay us a commission for placing your insurance business with them. The commission is a percentage of the insurance premium paid by you and allowed to us by Allianz Insurance plc, and if appropriate an administration fee.

Commission and fees are ordinarily earned for the period of the contract at inception, and unless otherwise agreed with you, we will retain all fees and commission in respect of the full period of the contract in relation to contracts placed by us including in circumstances where your insurance contract has been terminated and Allianz Insurance plc have returned prorated net premium. Consistent with market practice, we will deduct our commission and other fees from the premium once received.

In addition we may also receive an introductory fee payment from other intermediary firms, where we have provided a direct introduction which has resulted in the third party intermediary conducting intermediated activities on your behalf in regards to placement of your business insurance.

You are entitled, at any time, to request information regarding any commission or fee which may be received as a result of you placing your insurance business through us.

We will promptly disclose details of any commission or any other form of remuneration that we or any of the companies within the Allianz Group receives, on your request.

## Complaints

Our aim is to get it right, first time every time. If we make a mistake we will try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected. If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

In the first instance should you wish to make a complaint then it should be directed to:

### **Customer Experience Team**

Premierline  
4 Mannin Way  
Lancaster  
LA1 3SW  
Email: [complaints@premierline.co.uk](mailto:complaints@premierline.co.uk)  
Alternatively phone: 0345 330 1800  
Lines are open Monday to Friday 8am to 6pm and Saturday 9am to 12:30pm.

Depending on the nature of your complaint, we may pass the complaint to the relevant department within the insurer.

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

You have the right to refer your complaint to the Financial Ombudsman service, free of charge – but you must do so within six months of the date of the complaint final response letter.

## Complaints (continued)

If you do not refer your complaint in time, the Ombudsman will not have the firms' permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of "exceptional circumstances".

## Laws and ethical business practice

We are regulated, accountable and committed to following and complying with all applicable laws, rules, regulations and accounting standards, demonstrating transparency and integrity in all that we do, and upholding our reputation for ethical business practices at all times.

## Conflicts of interest

Occasions can arise where we, or one of our other customers, will have some form of interest in business which we are transacting for you. If this happens, or we become aware that our interests, or those of one of our other customers, conflict with your interests, we will inform you and obtain your consent before we carry out your instructions.

## Economic sanctions

Economic sanctions are measures imposed by international bodies (e.g. the EU) and national governments aimed at restricting the economic activity of a specified individual, organisation or national government. We are unable to give advice on the applicability of sanctions regimes to you. It is your responsibility to consider and understand sanctions, informing us of any insurance requirements which may have sanction considerations such as territories. We would encourage you to take independent advice as you deem appropriate in this regard.

We will comply with all applicable sanctions regimes and legislation and cannot be held responsible for the actions of third parties who may have their own sanctions policy restrictions and constraints.

## Termination

Our services may be terminated either by us or you upon the giving of one month's notice in writing to the other or as otherwise agreed. In the event our services are terminated by you, we will be entitled to receive any and all brokerage commission or fees payable (whether or not the same have been received by us) in relation to contracts placed by us.

## How we use personal information

We will use personal information that is provided to us by you and/or your organization in the following ways:

- to administer policies and policyholder claims to fulfil our obligations

# About Premierline - Terms of Business Agreement (continued)

## How we use personal information (continued)

- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business and conduct market research to meet the legitimate needs of our business
- to send marketing information if we have received consent.

We may share your personal information with:

- other companies within the global Allianz Group – [www.allianz.com](http://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example ; the Motor Insurance Database (MID) and the Insurance Fraud Bureau
- our approved suppliers to help deal with claims or provide our services, for example, legal advisors, loss adjusters, premium finance companies and risk surveyors
- insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement, the Financial Ombudsman Service (FOS); and other organisations that provide services to us or you
- prospective buyers in the event Allianz Holdings plc wishes to sell all or part of its business

You can find a full copy of our 'Fair Processing Notice – how we use personal information' on our website.

For full details of how your insurer, Allianz Insurance plc, may use your personal information please refer to your policy documentation.

## Entire agreement

These Terms of Business and any amendments constitute the entire terms on which we will provide general insurance business with you and no alternative will have effect unless issued or agreed by us in writing.

## Amendments

You agree that we have a right to amend these Terms of Business by sending you either a notice of amendment in writing or a revised Terms of Business Agreement. Any amendment will apply in respect of any service transaction entered into by us after notice of the amendment is given, and may take effect either immediately or at such later date as the notice may specify. We will however give you at least ten business days' notice of any change.

## Third party rights

Unless otherwise agreed between us in writing no term of these Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999, except by members of the Allianz Group.

## Employers' Liability Tracing Office (ELTO)

If your policy provides Employers' Liability cover, information relating to your insurance policy will be provided to the ELTO and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law. The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk). By entering into this insurance policy you are contractually obliged to allow your insurance policy data in this way and for these purposes.

## The Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the FSCS if we/or Allianz Insurance plc are unable to meet our/their liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English law and any dispute arising under these Terms of Business shall be subject to the exclusive jurisdiction of the English courts.