Terms of Business Agreement and Privacy Notice

This Terms of Business Agreement (TOBA) sets out the nature and scope of the services Hooray Health & Protection will be providing to you and other information required by law and should be read alongside our Privacy Policy. These Terms can only be varied by agreement in writing between us.

About Hooray Health & Protect and Who Regulates Us

Hooray Health and Protection is a trading style of Engage Health Group Limited which is authorised and regulated by the Financial Conduct Authority and its Financial Services Register number is 812846.

Our permitted business is to sell and administer general insurance products. You can check this information on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 1116768.

Whose products do we offer?

We offer products from a range of insurers for private medical insurance, cash plans, dental cover and group protection.

We offer information only, from a limited number of insurers for travel insurance.

Our Service to You

We will advise and make a recommendation for you after we have assessed your needs for: private medical insurance (UK and international), group protection, cash plans and dental cover. On occasions we may offer travel insurance on a non-advised basis. When we do this, it will be made clear to you.

In making our recommendation we will carry out a fair and personal analysis of the market. This means that we will compare products from a wide range of Insurers in terms of the cover provided, quality of service and other relevant features. In arranging insurance for our customers, we act as an independent intermediary and act on your behalf. Our service includes: advising you on your insurance needs, arranging your insurance cover with the recommended insurers and helping you with any ongoing changes you have to make. Where you ask us to, we will provide advice and assistance on claims matters, however we will not become involved in the claims process in any other way and will not be involved in payment of claims. Claims generally are handled directly by insurers.

There may be exceptions to this, for example, business transacted on a non-advised, information only basis, or execution only (directly on your instructions whereby you will not have requested nor received advice) or on a restricted advice basis (where our recommendations are restricted by the providers available). If these situations exist, we will make it clear to you, and our responsibility to you will be limited accordingly.

Where received by us we will forward policy documentation to you.

Your Responsibilities

Disclosure of Information and Changes in Circumstances
Consumer Insurance Contracts

You are responsible for providing us and the insurers with the information we request from you to enable us to seek the cover you require. It is important that you understand that any information, statements or answers made by you to us or the insurers are your responsibility and must be accurate and complete. Any failure to answer questions honestly, carefully, and accurately may invalidate your insurance cover in part or whole. Please do consult us if you are in any doubt on any aspect. Further information on your duty to take reasonable care in answering questions will be detailed in your statement of demands and needs.

Commercial Contracts

Duty of Fair Presentation: In order to fulfil our collective duty with you to provide the insurer with a fair presentation of the insurance risk involved, you must disclose every material circumstance which you know or ought to know, or failing that, you must provide the insurer with sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

A 'material circumstance' is one which would influence the judgement of a prudent insurer in determining whether to take the risk and if so on what terms and it is our collective duty to carry out a reasonable search in respect of these circumstances.

Examples of such circumstances could be any ongoing serious medical conditions such as cancer and heart conditions as well as planned medical treatment. Please note these examples are for illustrative purposes only and are by no means exhaustive or conclusive.

It is important that you understand that any information, statements or answers made by you to us or the insurers are your responsibility and must be correct. Any failure to disclose material circumstances to the insurer or any inaccuracies in your answers may invalidate your insurance cover in part or whole.

Please note that not only does this apply at the commencement or renewal of your policy but also at any time during the lifetime of your policy. You should therefore advise us as soon as reasonably practical of any changes in your circumstances (including changes of address) which may affect our service to you, or the cover provided under your policy. This should include any changes to scheme membership (if relevant).

Importance of Reading Your Policy Documentation

You are responsible for reviewing the evidence of insurance cover and other related documents which will be sent to you to confirm that it accurately reflects the cover, conditions, limits, and other items that you require. Particular attention should be paid to policy conditions as failure to comply may invalidate your cover. If there are any discrepancies, please contact us immediately.

You are advised to keep copies of all documentation sent to or received from us for your own records.

Payment of Premiums

You must provide settlement with cleared funds of all monies due in good time, direct to an Insurer in accordance with the payment date(s) as specified in either the policy documentation or other relevant payment documentation (payment date). Failure to pay by the payment date may lead to insurers cancelling your policy. Premiums will include insurance premium tax at the prevailing rate (where applicable).

Client Money

We are unable to hold client money in any way.

Our Remuneration

Our remuneration may be commission paid by the insurer or a fee paid by you. Should we decide to charge a fee for our services this will be discussed with you and confirmed in writing. The commission we receive is based on a percentage of the total annual premium.

If you require us to disclose the level and indemnity term of our commission receivable from an Insurer, please ask and we will send you a letter setting out the amount we receive. This applies to both consumer (Individual) clients, and commercial (Group) clients. If you are a client with an individual protection product, then we will automatically inform you of the level of commission we earn from the Insurer at the quotation stage.

On occasion we may be remunerated by both commission and a fee. This will be discussed with you and confirmed in writing.

Cancellation within the cooling off period

We will give you enough information and help so you can make an informed decision before you make a final commitment to buy your insurance policy. If you are a consumer (that is an individual buying insurance for personal use only i.e. wholly outside your business or profession) you will have the right to cancel your insurance policy within 14 days for general insurance e.g.

private medical insurance or travel. For protection policies there is a 30-day cancellation period e.g. term life or critical illness.

Please note, that these cancellation periods can vary between insurers and may exceed the minimum number of days as stated here. This information will be confirmed to you in your policy documentation.

The cancellation period begins (the later of):

- the day of the conclusion of the contract (for general insurance contracts),
- the day after the customer was informed that the contract was concluded (for pure protection contracts); or
- if later, the day after the customer receives full policy documentation.

You may be required to pay for the time on risk should you invoke cancellation, and this will be at the discretion of the insurer.

Cancellation of this agreement

Our arrangement may be terminated by either party upon the giving of notice in writing to the other party. In the event our services are terminated by you, we will be entitled to receive all fees payable and any commission(s) payable in respect of the current policy year.

Confidentiality and Data Protection

We will treat any information in our possession which relates to you as confidential. It will be necessary however, for us to disclose information that you consider confidential to insurers or other parties when acting on your behalf, where we reasonably consider such information to be material to the risks being covered, or for internal review and audit purposes.

Engage Health Group Ltd is committed to safeguarding all the information that is provided to us in the course of our business and to support the changes in European data law, known as the General Data Protection Regulation (GDPR). Full details of how we handle your data are included in the Privacy Notice section of this document.

COMMERCIAL CLIENTS ONLY

Data Protection Legislation**:** the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

UK Data Protection Legislation**:** any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

Applicable Laws**:** (for so long as and to the extent that they apply) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

Hooray Health & Protection will comply with all applicable requirements of the Data Protection Legislation and all Applicable Laws. We will require you to adhere to the same standard of compliance. This obligation is in addition to, and does not relieve, remove, or replace, either party's obligations under the Data Protection Legislation.

For the purposes of the Data Protection Legislation, Hooray Health & Protection is the data controller (where Data Controller has the meaning defined in the Data Protection Legislation).

You must ensure that you have all necessary appropriate consents, notices, and data security measures in place to enable lawful transfer of the Personal Data for the duration and purposes of this engagement.

In the event of a personal data breach, you must notify Hooray Health & Protection without undue delay on becoming aware of such breach.

Please refer to the Privacy Notice section of this document for further information.

If you are not happy with our service

It is always our intention to provide you with a high level of customer service. However, if you have any reason to be unhappy with the arrangement or servicing of your insurance, please contact: Nick Hale, Director, Engage Health Group at the address below or by emailing him on nick.hale@engagehealthgroup.co.uk

Engage Health Group, First Floor, 26 Strouldley Road, Brighton, BN1 4BH

If you remain dissatisfied following our final response to your complaint you may refer your complaint to the Financial Ombudsman Service. Their contact address is as follows:

0300 1239123 / www.financialombudsman.org.uk

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Are we 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. Insurance advising and arranging is covered for 90% of the claim without any upper limit. Further information about the compensation scheme is available from the FSCS.

Introducer Arrangements

We have an Introducer Arrangement in place with an Independent Financial Adviser (Regulated by the Financial Conduct Authority) for the purposes of making introductions only for advice on investment linked products. Where it is relevant, such introductions will only be made with the client’s agreement.

Third Party Rights

Unless otherwise agreed between us in writing no term of this Agreement is enforceable under the Contracts (Right of Third Parties) Act 1999, except by Engage Health Group.

Governing Law

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.

Business Privacy Notice

During the course of dealing with us, we will ask you to provide us with detailed personal information relating to your business and your employees. This may include information in respect of their existing circumstances, financial situation and, in some cases, their health and family health history **(Personal Data).** This section is important as it allows us to explain to you what we will need to do with this Personal Data, and the various rights you and your employees have in relation to Your Personal Data.

What do we mean by "Your Personal Data"?

Your Personal Data means any information that describes or relates to you or your employees' personal circumstances. The Personal Data may identify each individual directly, for example their name, address, date of birth, National Insurance number. The Personal Data may also identify them indirectly, for example, employment situation, physical and mental health history, or any other information that could be associated with their cultural or social identity.

In the context of providing you with assistance in relation to your insurance requirements the Personal Data may include:

- Title, names, date of birth, gender, nationality, civil/marital status, contact details, addresses and documents that are necessary to verify identity.
- Employment and remuneration information, (including salary/bonus schemes/overtime/sick pay/other benefits) and employment history.
- Bank account details, family circumstances and details of dependents.
- Health status and history, details of treatment and prognosis, medical reports (further details are provided below specifically with regard to the processing we may undertake in relation to this type of information).
- Any pre-existing insurance products and the terms and conditions relating to these.

The basis upon which our Firm will deal with the Personal Data

When we speak with you about your insurance requirements, we do so on the basis that both parties are entering a contract for the supply of services.

In order to perform that contract, and to arrange the products you require, we have the right to use the Personal Data for the purposes detailed below.

Alternatively, either in the course of initial discussions with you or when the contract between us has come to an end for whatever reason, we have the right to use the Personal Data provided it is in our legitimate business interest to do so and your rights are not affected. For example, we may need to respond to requests from insurance providers and our Compliance Service Provider relating to the advice we have given to you, or to make contact with you to seek feedback on the service you received.

On occasion, we will use the Personal data for contractual responsibilities we may owe our regulator; The Financial Conduct Authority, or for wider compliance with any legal or regulatory obligation to which we might be subject. In such circumstances, we would be processing the Personal Data in order to meet a legal, compliance or other regulatory obligation to which we are subject.

The basis upon which we will process certain parts of Your Personal Data

Where you ask us to assist you with your insurance requirements, in particular life insurance and insurance that may assist you or your employees in the event of an accident or illness, we will ask you information about ethnic origin, health, and medical history (**Special Data)**. We will record and use the Special Data in order to make enquiries of insurance providers in relation to insurance products that may meet your needs and to provide you with advice regarding the suitability of any product that may be available to you.

If your employees have responsibility for children under the age of 13, it is also very likely that we will record information on our systems that relates to those children and potentially, to their Special Data.

The arrangement of certain types of insurance may involve disclosure by you to us of information relating to historic or current criminal convictions or offences (together "**Criminal Disclosures**"). This is relevant to insurance related activities such as underwriting, claims and fraud management.

We will use Special Data and any Criminal Disclosures in the same way as the Personal Data generally, as set out in this Privacy Notice.

Information on Special Category Data and Criminal Disclosures must be capable of being exchanged freely between insurance intermediaries such as our Firm, and insurance providers, to enable customers to secure the important insurance protection that their needs require.

Hooray Health & Protection

How do we collect Your Personal Data?

We will collect and record the Personal Data from a variety of sources, but mainly directly from you. You will usually provide information during the course of our initial meetings or conversations with you to establish your circumstances and needs and preferences in relation to insurance. You will provide information to us verbally and in writing, including email.

We may also obtain some information from third parties, for example, credit checks and searches of information in the public domain such as the voter's roll. If we use technology solutions to assist in the collection of Personal Data (for example, software that is able to verify your credit status), we will only do this if we have consent from you for us or our nominated processor to access your information in this manner. With regards to electronic ID checks, we would not require your consent but will inform you of how such software operates and the purpose for which it is used.

What happens to Your Personal Data when it is disclosed to us?

In the course of handling the Personal Data, we will:

- Record and store the Personal Data in our paper files, mobile devices and on our computer systems (*email, hard drives, and cloud facilities*). This information can only be accessed by employees and consultants within our Firm and only when it is necessary to provide our service to you and to perform any administration tasks associated with or incidental to that service.
- Submit the Personal Data to insurance providers, both in paper form and on-line via a secure portal. The provision of this information to a third party is essential in allowing us to progress any enquiry or application made on your behalf and to deal with any additional questions or administrative issues that providers may raise.
- Use the Personal Data for the purposes of responding to any queries you may have in relation to any insurance policy you may take out, or to inform you of any developments in relation to those products and/or polices of which we might become aware.

Sharing Your Personal Data

From time to time the Personal Data will be shared with:

- Insurance providers and/or product providers
- Third parties who we believe will be able to assist us with your enquiry or application, or who are able to support your needs as identified. These third parties will include but may not be limited to, our Compliance Advisers, Insurance/Product specialists, providers of legal services (in each case where we believe this to be required due to your particular circumstances).

In each case, the Personal Data will only be shared for the purposes set out in this Privacy Notice, i.e. to progress your insurance enquiry and to provide you with our professional services.

Please note that this sharing of Personal Data does not entitle such third parties to send you marketing or promotional messages: it is shared to ensure we can adequately fulfil our responsibilities to you, and as otherwise set out in this Privacy Notice.

Depending on the Insurance product and Insurer chosen, it may involve the Personal Data being transferred outside of the European Economic Area.

Security and retention of Your Personal Data

Your privacy, and the privacy of your employees is important to us, and we will keep the Personal Data secure in accordance with our legal responsibilities. We will take reasonable steps to safeguard the Personal Data against it being accessed unlawfully or maliciously by a third party.

We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted and only using secure methods of postage when original documentation is being sent to us.

The Personal Data will be retained by us either electronically or in paper format for a minimum of six years, or in instances whereby we have legal right to such information we will retain records indefinitely.

Your rights in relation to the Personal Data

You can:

- Request copies of the Personal Data that is under our control.
- Ask us to further explain how we use the Personal Data.
- Ask us to correct, delete or require us to restrict or stop using the Personal Data (details as to the extent to which we can do this will be provided at the time of any such request).
- Ask us to send an electronic copy of the Personal Data to another organisation should you wish.
- Change the basis of any consent you may have provided to enable us to market to you in the future (including withdrawing any consent in its entirety).

How to contact our Firm in relation to the use of the Personal Data

If you have any questions or comments about this document, or wish to make contact in order to exercise any of your rights set out within it please contact us at enquiries@engagehealthgroup.co.uk or in writing to:

Engage Health Group, First Floor, 26 Stroudley Road, Brighton, BN1 4BH

If we feel we have a legal right not to deal with your request, or to action, it in different way to how you have requested, we will inform you of this at the time.

You should also make contact with us as soon as possible on you becoming aware of any unauthorised disclosure of the Personal Data, so that we may investigate and fulfil our own regulatory obligations.

If you have any concerns or complaints as to how we have handled the Personal Data you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at https://ico.org.uk/global/contact-us/ or by writing to

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

Terms of Business read and Data Subject Consent Form

By providing you with this document and you supplying us with data you agree to grant **Hooray Health & Protection** permission to process the personal data for the purpose stated in the Privacy statement above.

Marketing Consent

I, hereby grant **Hooray Health & Protection** permission to process my personal data for the purpose of Marketing. By providing your consent, you agree that you have given your express permission for us to market you regarding products and services that we think may be of interest to you and by any means of communication that is suitable at the time.

IMPORTANT NOTES: Marketing by our Firm

If you do not indicate your agreement for **us** to contact you, we may be unable to provide you with details of products and/or services that may suit your needs and circumstances.

We would like to maintain a record of your express consent for **us** to contact you by post, telephone, SMS, email and instant messaging for marketing our products or services that we think may be of interest to you. Please indicate your consent to **us** contacting you by any of the means specified below:

Post ☐ Phone ☐ SMS ☐ Email ☐

Signature: Date: