



## **Terms of Business**

### **Introduction**

This Terms of Business comes into force on the date you receive it from us and will remain in force until you are provided with revised terms. Psychologists Protection Services Limited (PPS) provides the following services, the initial arrangement of cover, mid-term alterations and renewal processing of your Membership and Members Professional Protection Plan. We will not give any advice or make a recommendation. In addition to our Members Professional Protection Plan we offer Public Liability Insurance from Hiscox Insurance Company Ltd.

### **Our status**

Psychologists Protection Society and PPS are the trading names for the Psychologists Protection Society Trust (PPST). All plans and insurance policies are arranged and administered by Psychologists Protection Services Ltd (PPS Ltd). For the purposes of introducing insurance, the Psychologists Protection Society Trust (PPST) is an Introducer Appointed Representative of Steve Wassell Insurance Management Ltd (SWIM Ltd), and for the purposes of administering insurance Psychologists Protection Services Ltd (PPS Ltd) are an Appointed Representative of SWIM Ltd. SWIM Ltd is authorised and regulated by the Financial Conduct Authority. Psychologists Protection Services Ltd is registered in Scotland No. SC39274. Registered Office: The eCentre, Cooperage Way, Alloa, FK10 3LP. SWIM Ltd of Investment house, Tamar Street, Torpoint, PL11 2AW is authorised and regulated by the Financial Services Conduct Authority. Their FCA Register number is 231905. Their permitted business is advising and arranging general insurance contracts. You can check this on the FCA's Register by visiting the FCA's website [www.FCA.gov.uk/register/](http://www.FCA.gov.uk/register/) or by contacting the FCA on 0845 606 1234. The FCA is the independent watchdog that regulates financial services. You should use the following information to decide if our services are right for you.

### **Remuneration**

In the normal course of our business we receive income as follows:

- Commission paid to us by companies with whom we place business.
- We reserve the right to make charges, details of which will be provided to you in writing.

You will receive a quotation which will tell you about any other fees relating to any particular part of your membership.

### **Settlement terms**

We will be responsible for issuing invoices for all new and renewal premiums and mid-term alterations as soon as practicable either after inception or renewal of your plan or after any mid-term alteration has been affected. We will remit premiums to relevant product providers in accordance with the agreed terms of business. You will be responsible for paying promptly all of our invoices for premiums to enable us to make the necessary payments to third party product providers. For the avoidance of doubt, we have no obligation to fund any premiums on your behalf. We also have no responsibility for any loss that you may suffer as a result of cancellation or any other prejudicial steps as a result of the late payment of such sums if such delay is attributable to you. We normally accept payment by cheque, debit card or credit card.

### **Disclosure**

It is your responsibility to provide complete and accurate information to PPS when you take out and when you renew your membership. It is important that you ensure that all statements you make on the proposal form, claims forms and any other documentation are full and accurate. Please note that if you fail to disclose any material information or change of circumstances to PPS, this could invalidate your Members Professional Protection Plan or Public Liability insurance cover and could mean that part or all of a claim may not be paid. We strongly recommend that the information provided is checked thoroughly prior to submission and that you keep a record of all correspondence in relation to the arrangement of your cover.

### **Policy documentation**

We will issue membership documentation in a timely manner. Your membership documentation will confirm the basis of the cover and be accompanied by a cover/debit note. We will take reasonable steps to ensure that members will be provided in writing no less than 21 days before the expiry of the membership the renewal terms, or advised if renewal is not being offered. Commercial customers will be provided with renewal documentation in good time prior to the renewal. You will be given an explanation of any changes. We may keep certain documents, such as your Membership and Plan certificates until we receive full payment of premium and/or administration charges. In these circumstances we will ensure that you receive full details of your cover and any documents that you require by law.

### **Cancellation Rights**

Members have the right to cancel within 14 days of receiving the contractual terms and conditions where a full refund will be issued. In the event of cancellation, PPS may return a pro rata premium to us based on the time on risk.



PPS, The eCentre, Cooperage Way,  
Alloa, FK10 3LP, United Kingdom  
General Enquiries: 00 44 (0) 333 320 8074  
Email: [ppsenquiries@ppstrust.org](mailto:ppsenquiries@ppstrust.org)  
Website: [www.ppstrust.org](http://www.ppstrust.org)

## **Claims**

You must notify us promptly of any claims. Although this can be done by phone initially, it must be confirmed in writing and full details supplied as soon as practicable. We will inform you what information is required.

## **Quotes**

When we supply you with a quotation we will confirm how long this will be valid for on the terms we have quoted, give you a written quotation including all the information you need to make an informed decision and give you a summary of the policy coverage.

## **Conflicts of Interest**

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

## **Complaints**

We take all complaints seriously. If you wish to register a complaint then please write to PPS:

The Psychologists Protection Society, The eCentre, Cooperage Way, Alloa, FK10 3LP

PPS will acknowledge your complaint in writing and tell you how they will handle it.

## **Compensation**

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Advising and arranging the insurance elements of your membership is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## **Confidentiality**

All personal information held by us in relation to you will be treated with the utmost care and where appropriate, in accordance with data protection legislation, including the Data Protection Act 2018. You confirm that we may use and disclose information that we have about you in the normal course of arranging and administering your membership.

## **Third Party Rights.**

Unless otherwise agreed in writing, no term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999. Activities undertaken by us under this agreement are provided for your sole use and you shall not be entitled to permit third party access to this information without our express written permission.

## **Termination**

You or we may terminate our authority to act on your behalf at any time without notice period or penalty. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already initiated. Any business currently in progress will be completed unless we receive your instructions to the contrary. Any fees outstanding at the date of termination will be due within four weeks of the termination date.

## **Security**

We do not guarantee the solvency of any product providers we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating product provider becomes insolvent. In the event that a product provider becomes insolvent or delays making a claims settlement we do not accept liability for any unpaid amounts.

## **Governing law**

This terms of business shall be governed by and construed in accordance with, the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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