

Applying to General Insurance customers – You should carefully read these Terms that apply to our appointment by you and the services we will provide.

#### **Company Contact Details**

Sureplan Insurance Brokers, 256 Linthorpe Road, Middlesbrough, TS1 3QS

Telephone: 01429 869525 Email: [admin@sureplaninsurance.co.uk](mailto:admin@sureplaninsurance.co.uk)

Sureplan Insurance Brokers is a trading style John Paton (Insurance Services) Ltd is authorised and regulated by the Financial Conduct Authority (FCA) and our permitted business is to advise on, arrange, deal in, make arrangements with a view, and assist in the administration and performance of general insurance contracts. We are also permitted to provide credit broking, debt administration and debt collection services. Our Firm Reference Number (FRN) is 312537 is authorised and regulated by the Financial Conduct Authority.. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by telephoning the FCA on 0800 111 6768.

#### **Definition**

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"Consumer" means anyone acting outside their trade or profession in respect of the insurance cover requested or arranged.

"Company", "we", "us" or "our" means John Paton (insurance Services) LTD T/A Sureplan Insurance Brokers is an independent Insurance Intermediary:

"You" or "your" means you (and/or your appointed agent).

#### **About the firm**

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John Paton (Insurance Services) LTD T/A Sureplan Insurance Brokers is an independent Insurance Intermediary:

#### **Our service**

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As an insurance intermediary, we generally act as the agent of our client. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties, including the insurer. We will advise you when these circumstances occur, so you will be aware of any possible conflict of interest.

We offer a wide range of insurance products and services which may include:

- Offering you a single or range of products from which to choose a product that suits your insurance needs;
- Advising you on your insurance needs
- Arranging suitable insurance cover with insurers to meet your requirements;
- Helping you with any subsequent changes to your insurance you have to make;
- Providing all reasonable assistance with any claim you have to make.

In some cases, we act for insurers under a delegated authority agreement and can enter into insurance policies, issue policy documentation and/or handle or settle claims on their behalf. Where we act on behalf of the insurer and not you, we will notify you accordingly and in relation to claims we will advise you of this fact when you notify us of a claim. Notwithstanding this, we endeavour to always act in your best interest.

We offer a wide range of insurance products and have access to many leading insurance companies. Depending on the type of cover you require and where we have provided advice based on a personal recommendation, we will advise you when we offer you a policy on the basis of a fair and personal analysis. Where we have provided advice based on a personal recommendation but not on the basis of a fair and personal analysis, we will advise you:

- If we are under a contractual obligation to conduct insurance distribution exclusively with one or more insurers and will provide you with a list of those insurers; or
- If we are not under a contractual obligation to conduct insurance distribution with one or more insurers and will provide you with a list of insurers with which we may and do conduct business.

Before the insurance contract is concluded and after we have assessed your demands and needs, we will provide you with advice and make a personal recommendation, unless we advise otherwise. This will include sufficient information such as the main features of the product's cover, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover to enable you to make an informed decision about the policy, together with a quotation which will itemise any fees that are payable in addition to the premium. This documentation will also include a statement of your demands and needs which you should read carefully.

#### **Important Information (consumer customers only)**

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Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to **take reasonable care** not to make a misrepresentation to an insurer. Under the act, a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession. A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless or careless.

**If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations please contact us immediately.**

#### **The duty of fair presentation (non consumer customers only)**

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It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business. You must disclose every material circumstance which you know or ought to know, or failing that, disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith. If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium

**If in doubt about any point in relation to material circumstances and reasonable search please contact us immediately.**

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**Financial Crime**

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against The Office of Financial Sanctions Implementation (OFSI) HM Treasury consolidated list of Financial Sanctions Targets in the UK as part of the information gathering process. We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

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**Consumer Credit**

We are authorised and regulated by the Financial Conduct Authority in respect of Consumer Credit.

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**Solvency of Insurers**

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

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**Terms of Payment**

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due before the renewal date.

If payment is not received from you in accordance with the above terms, we, or your insurer may cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

If you choose to pay for your insurance premium using a finance provider, your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and subsequently a document outlining key features of their credit agreement with you including any fees they apply and the cost of default charges. It is important that you take time to read this document and must contact us if you do not receive this. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. Where your policy is paid via the finance provider and you choose to renew your cover, we will again continue to pass your details to them. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement, we will be informed of such events by the finance provider. In certain circumstances we may be contractually obliged by the finance provider to notify your insurer to cancel the policy. Where we are not contractually obliged to do so by the finance provider, if you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being informed of non-payment under the credit agreement, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use this refund to offset the amount levied by the finance provider on us. If this amount is not sufficient to cover all our costs, we reserve the right to pursue any additional debt owed to us through a due legal process. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need. Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful. Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. Credit is available subject to

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**How we hold your money**

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer(s) in collect premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust account set up in accordance with FCA rules. Interest earned on monies held in such a Statutory Trust account will be retained by us.

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**Quotations**

Unless otherwise agreed, any quotation given will normally remain valid for a period of 30 days from the date it is provided to you. We reserve the right to withdraw or amend a quotation in certain circumstances, for example, where the insurer has altered their premium/terms for the insurance since the quotation was given, where there has been a change in the original risk information/material circumstances disclosed or if a claim/incident has occurred since the terms were offered.

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**Renewals**

You will be provided with renewal terms in good time before expiry of the policy, or notified that renewal is not being invited. Unless you advise otherwise, renewals are invited on the basis that there have been no changes in the risk or cover required, other than those specifically notified to us or your insurers (see 'Important Information' and 'The Duty of Fair Presentation' sections).

It is very important that you check the information provided at renewal to confirm it remains accurate and complete. If any of the information is incorrect or if your circumstances have changed, you should contact us immediately so we can update your details.

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**Mid-term Transferred Business**

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise, we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

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**Notification of Incidents/Claims**

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to

a third party then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

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### Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the 'Refunds' section. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

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### Remuneration, Fees & Charges

In most cases we are paid by commission from the insurer, but in some circumstances, we may charge you a fee instead of commission or a combination of both, in which case this will be confirmed to you in writing at the time of incepting or renewing your policy. Our fees will be confirmed to you clearly and in writing at the time of incepting or renewing your policy and will always be disclosed to you before you commit to purchasing the product. There may also be occasions when an additional fee is sought, for example changes to the risk that required significant further advice and placement of additional coverage or substantial involvement in any large, difficult, or complex claims.

In addition, we also make charges as detailed below to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. These fees are non-refundable.

	Consumer	Commercial Customer
<b>New Business</b>	£35	£75
<b>Renewal</b>	£35	£75
<b>Mid Term Adjustments</b>	£35	£35
<b>Temporary Change</b>	£35	£35

We may occasionally receive additional remuneration from insurers, claims management providers and others. Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a Finance Provider selected from a limited panel. Where we arrange premium finance on your behalf, we are remunerated for our assistance in putting this financing in place by way of commission. We will advise you of any commission payable by the finance provider in relation to a credit agreement where knowledge of the existence or amount of commission could affect our impartiality in recommending a particular product or that may have a material impact on your transactional decision. You are entitled at any time to request further information regarding the amount of any remuneration which we may have received as a result of placing or renewing your insurance cover. To the extent that this is not possible for an amount to be given, we will provide the basis for its calculation.

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### Refunds

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

**Your attention is specifically drawn to the following:** Where you cancel your policy **after** the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, **we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled.** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned. For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £20. Bank details may be retained for the purposes of refunds and claims payments that may be made by BACS.

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### Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However, we recognise that things can go wrong occasionally and if this occurs, we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so:

- In writing to the Complaints Manager Clare Dougherty
- By telephone on 01429 869525
- By e-mail at [clare.dougherty@sureplaninsurance.co.uk](mailto:clare.dougherty@sureplaninsurance.co.uk)
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Further details will be supplied at the time of responding to your complaint

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### Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme depending on the type of business and circumstances of the claim if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk).

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### Confidentiality and Data Protection

We are a data controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history).

Details of our legal basis for processing your information, along with details of any third party recipient whom it may be necessary to share your personal data with in order to fulfil the contract, retention period for data held, security of your data, your rights under the General Data Protection Regulations (GDPR) including the right to complain can be found in our full 'Privacy Notice' attached to these terms of business and on our website at [www.sureplaninsurance.co.uk](http://www.sureplaninsurance.co.uk)

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**Communications/Documentation**

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We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately. If documents are issued by electronic means or via an internet portal, paper documents are available free of charge on request.

**Termination of our authority to act on your behalf**

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You or we may terminate our authority to act on your behalf by providing at least 14 days notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to these terms of business unless we agree otherwise in writing.

You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of written termination.

**Third Party Rights**

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Unless otherwise agreed between us in writing, no term of this Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999.

**General**

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If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.

# Privacy Notice

## Important notice

This is the privacy notice of John Paton (Insurance Services) LTD T/A Sureplan Insurance Brokers (registration number: 312537) whose registered office is 84 Lister Street, Glasgow, G4 0BY referred to as we, **us** or **our** in this privacy notice.

This privacy notice sets out how we collect and process your personal data. This privacy notice also provides certain information that is legally required and lists your rights in relation to your personal data.

This privacy notice relates to personal information that identifies you as a natural person (whether you are an actual or potential customer, an individual who browses our website or an individual outside our organisation with whom we interact). We refer to this information throughout this privacy notice as personal data or personal information and further detail of what this includes are set out in this privacy notice below.

The privacy and security of your personal information is very important to us so we want to assure you that your information will be properly managed and protected by us at all times. Please read this privacy notice carefully as it explains how we may collect and use your personal data.

This privacy notice may vary from time to time so please check it regularly. This privacy notice was last updated on 01/04/2023

## How to contact us

### Controller and contact details

For the purposes of relevant data protection legislation, we are a **controller** of your personal data. As a controller, we use (or **process**) the personal data we hold about you in accordance with this privacy notice.

If you need to contact us in connection with the use or processing of your personal data, then you can do so using our contact details as set out below.

### Data Protection Representative

*Our Data Protection Representative is Clare Dougherty who you can contact at [clare.dougherty@sureplaninsurance.co.uk](mailto:clare.dougherty@sureplaninsurance.co.uk)*

## What information we hold about you and where we obtain this from

The personal data that we collect about you may include the following information:

- Personal data you provide to us in person, via our website or by telephone
- Personal data you provide when you enquire about insurance, or when you purchase a policy, through us, including information about what and/or who you want to insure, such as vehicle details, business activities, your home or travel details
- General information about you, such as your name, address, contact details and date of birth
- Personal data you provide if you subscribe to any of our mailing or newsletter services
- Your claims and credit history
- Financial details, such as your bank account and card details
- Criminal convictions
- Information about your use of our website such as your IP address, which is a unique number identifying your computer, including personal data gathered using cookies

In addition, we may obtain certain special categories of your data (**special categories of data**) and data about criminal convictions, and this privacy notice specifically sets out how we may process these types of personal data. The special categories of data are data concerning health.

We collect your personal data from you as a controller when we obtain quotations for insurance for you, when we set up your policy for you and when we make changes to your policy for you. This may also involve the collection of data from or about others who are associated with you and your insurance policy such as other persons insured on your policies or your employees or representatives. By giving us information about someone else for the purpose of arranging insurance for them under your policy such as named driver, employee or travel companion etc. you confirm that you have their permission to do so and that you have shared this privacy notice with them.

By asking us to arrange a contract of insurance for you where this involves passing information to us relating to children, you confirm to us that in doing so you are the responsible guardian of the child.

We also collect information from publicly available sources and third party databases made available to the insurance industry for the purposes of reducing fraud and financial crime as well as any other third party databases where your personal data may be held, provided such third parties have lawful bases on which to share such personal data with us.

## How we use your personal data and the lawful basis for doing so

### Where we are relying on a basis other than consent

We may rely on one or more of the following legal bases when processing your personal data for the following purposes:

Purposes for which we process your personal data	The basis on which we can do this (this is what the law allows)
In order to perform our contractual obligations to you. This would include our fulfilling your requests for insurance services (including obtaining insurance for you, fulfilling requests for mid-term adjustments and obtaining renewals)	The processing is necessary in connection with any contract that you may enter into with us
To administer your account, including financial transactions for insurance broking	The processing is necessary in connection with any contract that you may enter into with us
To assist in the prevention and reduction of fraud and other financial crime	The processing is necessary for us to comply with the law and our legal requirements
In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded	The processing is necessary to pursue our legitimate interest in the management and operation of our business
To let you know about similar products and services that may be of interest to you	The processing is necessary to pursue our legitimate interest in operating our business
To make automated decisions, automated profiling and fraud detection	The processing is necessary in connection with some contracts that you may enter into with us

#### Special categories of data and criminal convictions

We may also need to collect special categories of data from you such as information about your health, personal data revealing racial or ethnic origin, religious or philosophical beliefs or trade union membership and generic data. We may also collect information on criminal convictions which we may share with third parties. The lawful basis on which we can do this is the processing is necessary for reasons of substantial public interest relating to insurance purposes.

Insurance purposes mean (a) advising on, arranging, underwriting or administering an insurance contract (b) administering a claim under an insurance contract or (c) exercising a right or complying with an obligation, arising in connection with an insurance contract, including a right or obligation arising under an enactment or a rule of law.

#### Who we pass your personal data to

We may need to pass your personal data to other companies which may include:

- Other companies or brands within our group of companies, for example if we are unable to provide a suitable insurance policy on request or at renewal we will check if any of our associated group companies can provide you with suitable cover
- The insurers, intermediaries and third party service providers that we use for the purpose of arranging and administering your insurance policy. This may also include risk management assessors, uninsured loss recovery agencies, premium finance providers and other third parties involved (directly or indirectly) in the administration of your insurance and its associated benefits
- Firms that provide administration and processing services to us or on our behalf under contract in order to complete activities such as claims handling, IT systems and administrative services and other activities set out in this privacy notice, as well as support activities such as finance and auditing services
- Organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies
- Other organisations where we have a duty to or are permitted to disclose your personal information by law, for example if we received a valid request from the police or other third party organisation in the interest of preventing and detecting crime
- Fraud prevention agencies and operators of registers available to the insurance industry to check information and prevent fraud
- Credit reference agencies to check your credit history. This check will be recorded on your credit reference file without affecting your ability to apply for credit or other financial products
- Third parties we use to recover money you may owe us or to whom we may sell your debt
- Another company, if our business or part of it is bought or taken over by that company to make sure your insurance policy can continue to be serviced or as part of preliminary discussions with that company about a possible sale or take over

The information you share with us may be transferred by us or any of the types of firms or organisations we have noted above, to other countries in order for processing to take place, including locations outside of the UK. We will only do so if there are adequate levels of protection in place as required by applicable data protection laws.

#### Accessing our website and cookies

When you visit one of our websites, we may collect information from you such as your email address, IP address and other online identifiers. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit. We may use third parties to collate IP addresses to help us understand our Internet traffic data and data regarding your browser type and computer. We may also use web usage information to create statistical data regarding the use of our website. We may then use or disclose that statistical data to others for marketing and strategic development purposes, but no individuals will be identified in such statistical data.

We may use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer, mobile phone or tablet depending on the device used to access our website. A pixel tag is an invisible tag placed on certain pages of our website, but not on your computer.

Pixel tags usually work together with cookies to help us to give you a more tailored service. We may also use cookies and pixel tags in our email communication to personalise the email and track whether the email has been opened and whether the recipient has used any website links contained in the email communication. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found at <http://allaboutcookies.org>.

Internet browsers normally accept cookies by default, although it's possible to set a browser to reject cookies. However, refusing to accept cookies may restrict your use of our website and/or delay or affect the way in which our website operates. You can find more information on cookies when you visit our website.

The open nature of the internet is such that data may flow over networks without security measures and may be accessed and used by people other than those for whom the data is intended. While this is outside of our control, we do take the protection of your information very seriously and aim to apply appropriate levels of security at all times.

### **Closed circuit television (CCTV)**

Where CCTV is used, we have identified and documented the potential impact on individuals' privacy and have taken this into account when installing and operating the CCTV system. We regularly review whether CCTV is still the best security solution.

We will clearly inform individuals of our use of CCTV and we only retain recorded CCTV images for long enough to allow for any incident to come to light (e.g. for a theft to be noticed) and to investigate it. We will respond to individuals or organisations making requests for copies of their images on our CCTV footage and will seek prompt advice from the Information Commissioner where there is any uncertainty. We securely store CCTV images, limit access to authorised individuals and regularly check that the CCTV system is working correctly. We have a nominated individual who is responsible for the operation of the CCTV system.

### **Telephone Recording**

Where telephone conversations are recorded, we will inform you of this at the beginning of the call together with our reasons for doing so and any objections should be raised immediately. Telephone recordings will be stored securely for no longer than necessary and you have the right to request a copy where this is still available. The call recordings will only be passed to third parties where we have a legal right or legal obligation to do so. Payment card data is protected in accordance with the Payment Card Industry Data Security Standard (PCI DSS) and our system prevents us from recording Sensitive Authentication Data (SAD) or where this is not possible, is immediately deleted after card authorisation.

### **Your rights**

We will only store your data for as long as is necessary to comply with the requirements of your insurance contract(s) and any legal obligations or lawful processing conditions that may exist as a result. You have a number of rights concerning the personal information we use, which you may ask us to observe. In some cases, even when you make a request concerning your personal information, we may not be required, or be able to carry out your request as this may result in us not being able to fulfil our legal and regulatory obligations under the lawful processing conditions under which we hold your data or because there is a minimum statutory period of time for which we have to keep your information. If this is the case, we'll let you know our reasons.

You can ask us to:

- Provide a copy of your personal information
- Correct or delete unnecessary or inaccurate personal information
- Restrict or to object to the use of your personal information at any time
- Object to any automated decision, including profiling which may have been used by insurers when underwriting your quotation. Where an automated decision has been made we will advise you of this and of your rights
- Provide your personal data in a structured, commonly used and machine-readable format and to have your personal data transferred to another controller. This right only applies where our processing of your personal data is automated and the processing took place initially with your consent or for the performance of a contract with you
- Where we rely on your consent to use your personal information, you can withdraw that consent at any time. Where your consent is withdrawn, your previous consent will remain valid in respect of our use of your information prior to the date you withdrew it, or if any marketing material has been sent prior to you advising that you don't want us to contact you again.

If you have any questions or concerns about this privacy notice or your data protection rights, please contact us using our details set out at the beginning of this privacy notice.

You also have the right to make an enquiry or to complain to the Information Commissioner's Office (ICO) if you are unhappy with our use of your data, or if you think we have breached a legal requirement. Further details about the ICO are available at: [www.ico.org.uk](http://www.ico.org.uk).

### **How we contact you about other products and services**

We may from time to time process your personal data to let you know about similar products and services that may be of interest to you. This is because we value your custom and we pride ourselves in offering professional and tailored advice which meets your specific insurance needs. This includes keeping you informed on the latest insurance and industry information and details of any offers or promotions relating to the insurance services we provide to you. Our lawful basis for processing your personal data in this way is as is necessary to pursue the legitimate interests of our business, unless we have otherwise obtained your consent to do so. We may contact you by post, telephone or e-mail. You will be given the option to stop receiving any communications from us in this regard at any time however please note that this will not affect us contacting you about the servicing of products that you have specifically requested from us.