

Our Terms of Business Agreement with you (“TOBA”)

Introduction

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third-party providers. The terms set out in this document come into operation on the day they are issued to you and remain valid until they are replaced by us with a later version. By asking us to quote for, arrange or handle your insurances you are proving an express agreement to these terms. **Please contact us immediately if there is anything in this document that you do not understand or with which you disagree.** We will use reasonable skill and care in the provision of our services. Notwithstanding anything to the contrary contained in this TOBA, we shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of our profession.

You agree to and accept these Terms of Business on your own behalf and on behalf of each of your Affiliates. You will procure that each of your Affiliates will act on the basis that they are a party to and bound by these terms. All references in these terms to “you” (and derivatives of it) will mean you and each of your Affiliates. For the purposes of these Terms of Business “Affiliates” means, in relation to a company, its subsidiaries and subsidiary undertakings and any holding company it may have and all other subsidiaries and subsidiary undertakings of any such holding company (as such terms are defined in the Companies Act 2006). As it applies to you, “Affiliate” shall also include your partners, co-venturer’s and/or other co-insureds to whom we or any of our Affiliates may assume a responsibility as a consequence of the provision of services.

We will assume that we are entitled to take instructions from any partner, officer (such as director or secretary), committee member, trustee (as appropriate), or senior employee unless you inform us, in writing, that we may not do so.

Definitions: “We” or “us” or “our” means Peter Hattersley & Partners Ltd
 “You” or “your” means you {and or your appointed agent(s)}
 “Consumer” means an individual who enters the contract wholly or mainly for purposes unrelated to any business, trade or profession.

Your particular attention is drawn to sections 7,9,16,17 & 19.

1. Explaining Our Status and Service

Peter Hattersley & Partners Limited are an Independent Insurance Intermediary authorised and regulated by the Financial Conduct Authority (FCA) for insurance mediation and consumer credit activities. PHP Insurance is a trading style used us. Our firm reference number is 307512. These details can be checked on the Financial Services Register by visiting the following website www.fca.org.uk or by contacting the FCA on 0800 1116768. As an independent intermediary we generally act as agent of the client unless we advise to the contrary. We are however subject to the law of agency, which imposes various duties on us.

We offer a wide range of insurance products and have access to leading insurers in the marketplace. The advice given by us is on a personal recommendation based on a fair and personal analysis of the market, however for some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service. In circumstances which we do not give a personal recommendation based on a fair and personal analysis, we will provide you with details of the markets we have approached. Where we have only one provider for your risk, we will advise you. We will give you details of these arrangements before you make any commitment on any product, we offer you. We will explain the main features of products and services that are available including details of cover and benefits together with unusual & onerous exclusions, conditions and other obligations. We will make a recommendation for you after we have assessed your needs or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis. We will also make clear in our documentation prior to conclusion of the contract areas where we are acting as agent for the customer, the insurer or both. As part of our service, we will also provide reasonable assistance with any claim you need to make.

In our dealings with you, there is an express obligation that conduct and behaviour toward our staff is always of a respectable and professional nature. No member of our staff should be required or feel obliged to deal with any customer either face to face, over the phone or in correspondence, who is exhibiting threatening, abusive, or violent behaviour. Threatening behaviour is defined as, but not limited to, behaviour or language, whether spoken or written that makes staff feel offended, afraid, threatened, or abused. For example, threats, personal abuse, offensive remarks, intimidating language or swearing. Should such behaviour be observed, we shall take all necessary and appropriate action to protect the safety and welfare of our staff and business, including contacting the relevant authorities. We may also choose to terminate our trading relationship.

2. Remuneration and Charges

For bringing into operation a contract of insurance we usually receive a commission based on a premium and/or a fee. You may also be charged a fee by other advisors we use in the placement of your business. These elements of remuneration are fully earned when the insurance incepts and is charged in relation to services executed over the lifetime of the policy period, usually annually. We may charge additional fees in relation to the following.

Mid-term alterations £ 75.00

Cancellations £ 150.00

Duplicate documents £ 20.00

We may make additional charges for the handling of your business or the performance of services. The specific purpose of any additional charges will always be advised to you in advance. This may happen for project specific work, one off tasks or other such work whereby we are required to fulfil certain duties that arise. Fees will usually be based on time spent and evaluated at a rate per hour. You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first. Whether we take our remuneration by way of commission, fees or a combination will be a matter of discussion and agreement, and no charges for additional fees, other than those set out above will be made without prior notification in writing. Hourly Rates are as follows:

Chartered Insurance Broker	£200	Account Executive	£155	Senior Account Handler	£135
and/or Account Director					
Account Handler	£130	Junior Handler	£95	Administrator	£80

Your attention is drawn to our charges in relation to claims services mentioned overleaf. Should we utilise the services of agents, intermediaries, or other specialists in the advising, arranging and the maintenance of your insurances, we will advise you of any additional costs this will involve. In addition to the above, we may receive income from interest on our various bank accounts and volume and profit agreements with suppliers which you consent to us retaining. You are entitled to request information regarding any commission which we have received because of placing your insurance business.

3. Quotations

The validity period of quotations is usually 30 days unless otherwise stated. We reserve the right to withdraw a quotation in certain circumstances, for example, where an insurer has altered their premium and/or terms.

4. Cooling off period

Depending upon the type of contract and if you are deemed to be a 'Consumer' under the FCA rules, you may have a 14-day cooling off period from either conclusion of the contract or receiving your policy documents whichever occurs the later.

5. Payment including Consumer Credit services

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 in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. Your account may also be subject to a late payment charge if you fail to adhere to the payment terms within this agreement. You may also be in breach of legally required insurance cover. When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically. 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 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 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 the firm. If this amount is not sufficient to cover all our costs, we reserve the right to pursue any additional debt owed to the firm 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 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. To use the finance provider's facility, you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status. We do not advance premiums on behalf of clients, and we therefore require receipt of cleared funds before paying insurers. At our discretion we may accept payment via Debit or Credit Card (MasterCard/Visa) and where using a business or corporate credit card, we shall pass on the transaction charges on a net basis. We do not retain payment card information once the transaction has been completed.

6. Handling Client Money

We keep client money in a separate account from our own money and under FCA rules we have elected to operate a Statutory Trust. In operating the trust, we are unable to make advances of credit to enable premium obligations to be met before we are in receipt of the funds. Usually, we act as agent for the insurers in handling payment of premiums and will advise where this is not the case. This is referred to as Risk Transfer under the FCA rules and under this arrangement, insurers assume the credit risk so that payment by you to us will be deemed as payment to insurers and return premiums paid by insurers to us will not be deemed as paid until received by you. We may transfer client money to another party, such as a broker or underwriting agent for the purposes of effecting a transaction. You must notify us if you do not wish your money to be handled in this way. Credit notes are issued for any net amount due to you and settlement will be made by bank transfer. Should returns be due where another balance exists, either to us or any premium finance provider, such balance(s) will be reduced and cleared before any return is provided to you. Cheques are not an accepted form of payment. Please also refer to Clause 8 below.

7. Security of Insurer

Whilst we endeavor to place your insurances with insurers that are financially sound, we do not guarantee or otherwise warrant the solvency of any insurer we place your insurances with. 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. We shall have no liability whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any unpaid amounts in respect of claims or return of premiums due to you from a participating insurer who becomes insolvent or delays settlement. If you have any concerns regarding any insurer chosen to meet your insurance requirements you should inform us as soon as possible and we will discuss them with you.

8. Cancellation

Your insurance contract may include a cancellation clause. If your policy is cancelled, for example because you fail to pay your premium by the due date, the insurers may return a premium to us. However, no part of any commission or fees earned by us will normally be refundable. Where insurers have specified that the premium must be received by a certain date, failure to comply can result in the automatic termination of your insurance contract. Consumers are entitled to cancel an insurance policy within 14 days of purchasing cover or receipt of the policy documentation whichever is the later. The insurer however is entitled to charge to you a reasonable time-on-risk charge. **Your attention is specifically drawn to the following:** Where you cancel your policy (after the expiry of the cooling off period should one apply) 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 most 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 and/or fees (or combination thereof) 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 £25.00

9. Material Circumstances and Your duty to give information and set appropriate levels of cover

It is your responsibility to provide complete and accurate information at all times, both prior to quotation, during the policy period and at subsequent renewals. It is important to ensure that all statements you make either orally or otherwise are accurate and not misleading. We have included a guidance document headed "Your Obligations when arranging insurance cover" which set out important information which you should take time to understand. If you are unsure of your obligations, you must contact us for assistance.

The setting of adequate levels of cover i.e. sums insured, values at risk, limits of liability and other estimates used within the insurance contracts arrangement and operation remains your responsibility as do the implications of Value Added Tax. We shall have no liability whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for under insurance or other omissions. We recommend that you seek professional guidance from competent parties in the setting of such figures.

You must advise us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

10. Intellectual Property

All broking reports, marketing presentations and other material information is confidential to you and your professional advisers and under no circumstances may it be passed on or reproduced in whole or in part, nor may it be relied upon by third parties for any use whatsoever. We shall have no liability for any use by you and your professional advisers of such reports, presentations, and information for any purpose other than that for which it was prepared or provided by us.

11. Prior Insurance Contracts

In circumstances where you appoint us to act as your insurance intermediary and administer policies arranged by another intermediary or intermediaries. We shall have no liability whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any loss resulting from the advice or possible negligence of your previous intermediary or intermediaries howsoever caused. Unless instructed otherwise we will not undertake to review any of your previous insurance contracts other than contracts currently in force at the time of appointment. We will discuss with you how current and future claims arising from policies not arranged by us will be administered.

12. Policy Wordings

It is important that you read all insurance and any associated documents issued to you and ensure that you are fully aware of the cover, limits and other terms that apply. If you require additional copies of policy documentation, please contact us. Particular attention must be paid to any conditions, clauses, and warranties (whether express or implied) contained within the insurance we have arranged. Failure to comply can result in the insurer automatically terminating your policy. Further, where the insurance has been placed with conditions, it may be invalidated, or coverage prejudiced whilst the condition is outstanding.

13. Communication

The use of email as a means of communication is acceptable to us. There are however certain concerns we have with this medium including confidentiality and integrity of information; delay of receipt and the transmission of harmful viruses, worms and trojans. It is recommended that you telephone us to alert of important/urgent emails. Unless you specifically request otherwise, we may email policy and other documentation electronically in the 'pdf' (portable document format) or 'Word'. Any requests to incept insurance cover or to effect amendments to existing cover will NOT take effect until we have confirmed in writing. We cannot act upon instructions out of standard business hours as we may be unable to complete the instruction. Our standard business hours are listed in the clause 14.

14. Documentation

We may keep certain documents while we are waiting for full payment of premiums or if you wish for us to retain them for you. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents you are required to have by law. You are strongly advised to read all documentation carefully ensuring that the protection given is in accordance with your requirements. If you are in doubt over any of the policy terms or conditions, you must contact us as soon as is practicable during standard business hours which are usually Monday to Friday 09.00 – 17.00 excluding Public/Bank Holidays We reserve the right in exceptional circumstances, to have to open and/or close the office outside of the standard business hours stated. We usually supply your documents via email, if you prefer we can supply your documents on paper at no additional cost. We will send out documents by second class mail and therefore they will take at least 2-3 days to arrive. If you wish to receive a paper copy please contact our office.

15. Customer Protection Information

We are covered by the Financial Services Compensation Scheme (FSCS), which deals with claims against FCA regulated firms that are insolvent or are no longer trading. You may be entitled to compensation from the FSCS if we or the insurers cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full details and further information on the scheme are available from the FSCS. (website: www.fscs.org.uk). You should be aware that in certain circumstances we may place your cover with an intermediary or insurer outside the UK. If you object to this you should notify us immediately otherwise your agreement to place business in this manner and acceptance of these Terms of Business will constitute your informed consent. Please note that in these circumstances the legal and regulatory regime applying to the insurance intermediary or insurer may differ from that in the UK and consequently if the insurance intermediary or insurer fails the premium or claim may be treated in a different manner from that which would apply if the placement of cover was held with an intermediary or insurer subject to the UK regulatory framework.

16. Limitation of Liability

We will exercise reasonable skill and care in the performance of all our services for you, but we cannot be held responsible for advice, recommendations or actions that are based upon incorrect or inadequate disclosure of material information by you or your agents. The following provisions set out our entire financial liability to you. You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise (including our liability for the acts or omissions of our senior management, employees and any appointed representatives) shall be limited in all circumstances to the lesser of either £5,000,000 per claim, or the amount, if any, recoverable by us by way of indemnity against the claim or claims in question under professional indemnity insurance taken out by us and in force at the time that the claims or (if earlier) circumstances are reported to the Insurers in question. Any claim or series of claims arising from one act, error, omission, incident or original cause shall be considered to be one claim. We shall only be liable to you for any reasonably foreseeable losses, damages, costs or expenses arising directly from breach of contract, breach of duty or fault, negligence or otherwise, in connection with this engagement. We shall not be liable to you in any circumstances for any special, indirect or consequential loss. Nothing in this paragraph shall

exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you. In respect of any loss suffered by you, for which we and any other party are (on any basis) liable, our liability shall be limited so as to be proportionate to our relative contribution to the overall fault giving rise to the loss in question. The above shall not apply to any liability arising as a result of fraud or willful default on the part of Peter Hattersley & Partners Ltd nor to any liability which cannot lawfully be excluded or limited, nor to the extent that the exclusion or restrictions of such liability would not be permitted by virtue of the FCA's regulatory requirements. You are welcome to contact us to discuss increasing the limitations of our liability and or varying the exclusions set out above.

17. Financial Crime Prevention

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 HM Financial Sanctions List 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.

18. Complaints Procedure

It is our intention to always provide you with a high level of customer service. If however, you should wish to make a complaint please contact a Director by telephone on 01625 919470 or by writing to Peter Hattersley & Partners Ltd, The Motorworks, Chestergate, Macclesfield, Cheshire SK11 6DU or info@phpl.co.uk. Unless your complaint can be resolved within three working days we will provide you with a written acknowledgement promptly and with that acknowledgement we will send you a copy of our complaints handling procedures. A copy of these procedures can also be obtained on request from the above-mentioned address. If, after we have had a reasonable opportunity to deal with the matter, you remain dissatisfied with our handling of your complaint, or its outcome, you may be eligible to take your complaint direct to the Financial Ombudsman Service who can be contacted on 0800 0234567 (website: www.financial-ombudsman.org.uk)

19. Claims

If you have occasion to claim on your policy you must notify us immediately and we will promptly advise you of the appropriate course of action, which will also be set out to you in the insurance summary/register or if supplied verbatim, the policy document. Your policy document is likely to demand that claims or circumstances that could, may or are likely to give rise to a claim be reported within strict timescales. It is your responsibility to present your claim promptly, clearly and supported with evidence. The impact of your failure to report the claim in this manner may result in delayed processing of your claim. Insurers will not be responsible for any such delay caused by any failure on your part to present the claim in this manner. Your failure to report such matters to your insurers either directly or via ourselves cannot be understated and **could have the effect of the claim not being met by the policy**. Notification to us does not mean that you have fulfilled your obligation to report the claim to insurers. You should not admit liability nor agree to any course of action, other than emergency measures carried out to minimise the loss until you have agreement from your insurers. Unless otherwise agreed, we will provide you with *reasonable* guidance in pursuing your claim for as long as you remain a customer. Should you cease to have a current policy with us, we reserve the right to charge for providing continuing claims services. The scale which will apply to such future claims services performed by us will be in accordance with those Hourly Rates set out in section 2 above.

20. 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 – How we handle your information' attached to these terms of business.

21. Termination

You or we may terminate authority to act in connection with your insurance arrangements at any time. However, notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business and 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.

22. Conflicts of Interest

There may be occasions when a potential conflict of interest arises. If this happens, we will inform you and obtain your consent before we carry out your instructions.

23. Governing Law & Jurisdiction

These Terms of Business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the exclusive jurisdiction of the English court.

24. Force Majeure

If the performance of any part of the engagement by any party is prevented, restricted or delayed by reason of any cause beyond the reasonable control of that party (including (without limitation) fire, flood and other Act of God, industrial action including strike and lock out, riots, war, armed conflict, trade sanctions, contamination, disease and epidemic, interruption or failure of a utility service, failure of computer or other machinery, and change in law or regulatory requirements) the party so affected shall, upon giving written notice to the other party or parties, be excused from such performance to the extent of such prevention, restriction or delay, provided that the affected party shall use commercially reasonable endeavours to avoid or remove such causes of non-performance or to find an alternative manner or means of performance and shall continue performance as soon as reasonably practicable after such causes are removed. Upon such circumstances arising, the parties shall discuss what, if any, modifications of the terms of this engagement may be required in order to arrive at an equitable solution.

25. Breach of Sanctions

We reserve the right to suspend or terminate the engagement (in whole or in part) where we believe performance could be a breach of applicable economic or trade sanctions. We are unable to provide insurance broking, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose us or our affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

26. General

If any provision of these Terms Of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms Of Business and the remainder of the provision in question will not be affected. These Terms Of Business 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 Of Business 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 Of Business, by conduct, upon your instructing us to quote for, arrange, renew or otherwise act for you in connection with insurance matters.

Privacy Policy – How We handle your information

This is the privacy notice of Peter Hattersley & Partners Ltd (registration number 04095352) whose registered office is at The Motorworks, Chestergate, Macclesfield, Cheshire SK11 6DU. 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. We will use reasonable skill and care in the provision of our services. Notwithstanding anything to the contrary contained in this Privacy Notice, we shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of our profession

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 always protected by us. 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.

Legal basis and purpose for holding data:

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 (<i>this is what the law allows</i>)
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 provide information which may be used to evidence trends, behaviour's and actions of individuals or businesses.	The processing is necessary for reasons of substantial public interest

Information we collect about you:

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 property, possessions 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
- 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.

Use of personal data for which consent is required

In some circumstances, we (and other insurance market participants) may need to collect and use **special categories personal data** (e.g. health information) or information relating to criminal convictions and offences. Where this is required, unless another ground applies, consent to this processing is necessary for us to provide relevant services. Although consent may be withdrawn at any time, this may mean we are unable to continue to provide products, services and/or process enquiries and/or claims and that insurance cover will stop. Where you are providing us with personal data about a person other than yourself, you agree to provide this notice to them and confirm that you have obtained their consent as outlined here.

How we Collect this information:

Information is collected during our meetings, telephone conversations, letters, e-mails with you and through the completion of proposal forms and fact finds.

We store your personal data:

Peter Hattersley & Partners Ltd use several data storage methods which include:

- Restricted Access network drive
- Manually in paper records
- On secure servers within the EU

Digital Information held is securely backed up and your data encrypted to protect your data from cyber-attacks and on-line hackers and where applicable, manual records are stored in secure locked premises.

How your information will be used and who might it be shared with:

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.
- Affiliates business' whom we believe may offer a product and or service of relevance and potential interest to you.
- 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 and the European Union. We will only do so if there are adequate levels of protection in place as required by applicable data protection laws.

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.

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.

Contact Details

If you need any further information please contact a Director by telephone on 01625 919470 or by writing to Peter Hattersley & Partners Ltd, The Motorworks, Chestergate, Macclesfield, Cheshire SK11 6DU or info@phpl.co.uk. Our business hours are normally Monday to Friday 09.00 – 17.00 excluding Public/Bank Holidays.

Version February 2022

Your obligations when arranging cover

We would remind you of **your obligations** under the terms of your insurance policy include but are not limited to the following matters.

1. Duty of Disclosure.

You are responsible for providing complete and accurate information, which insurers require in connection with any proposal for insurance cover. Depending on how you are defined under FCA rules will determine the nature of disclosure demanded.

If you are a **commercial customer** you have a duty to make a *fair presentation* of the risk to insurers at inception, renewal and when making a variation to your policy cover. This means that you must disclose all facts and circumstances which may be material to the risks covered by your policy in a clear and accessible manner or provide sufficient information to alert insurers of the need to make enquiries about such facts or circumstances. Material circumstances are those which are likely to influence an insurer in the acceptance of or assessment of the terms or pricing of your policy. If you are in any doubt as to whether a fact is material, you should disclose it. Such facts or circumstances could include but are not limited to trade processes, previous claims, CCJ's or defaults, bankruptcies, insolvencies, liquidations, receivership or administration relating to the business, you or any past or current director. Similarly, the duty also applies to the submission and substantiation of all claims.

You must carry out a reasonable search for information, with what is reasonable depending on the size, nature and complexity of your business. You are advised to include in your *reasonable search* anyone who plays a significant role in deciding how the business' activities are to be managed or organised. Furthermore, relevant information held by any other party or person(s) (even those outside the company, such as the company's agents or beneficiaries of cover) should be included in the reasonable search. Examples of parties with whom enquires should be made include but are not limited to the following.

Senior managers and those with accountability for managing functions of the business.	Persons covered by the insurance e.g. joint insured's (policyholders) or sub-contractors/consultants.	Employees who may have in-depth or specialist knowledge of processes and procedures.
Outsource contractors and service providers.	Non-Executive Directors, Advisors or Consultants.	Risk Managers.

You are advised to record the enquiries made with such parties during your search as this may be called upon to evidence and substantiate a particular course of action taken.

If you are a **consumer** i.e. an individual who enters into a contract wholly or mainly for purposes unrelated to your trade, business or profession. Your duty to disclose all material information to the insurer is replaced with a duty to answer all questions in relation to any proposal for insurance cover honestly and to the best of your knowledge. Providing complete and accurate information which will require taking reasonable care not to make misrepresentations to the insurer. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for the insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a midterm amendment to your policy.

Here are some examples of Material circumstances, although this list is not exhaustive.

Special or unusual facts relating to the risk.	Any particular concerns which influence you to seek insurance cover.	Matters which should be dealt with in a ' <i>fair presentation</i> ' of the risk of the type in question, in view of those involved in purchasing that insurance.
Changes to your premises use, your activities, products or services.	Alteration to occupancy or tenancy be it temporary or permanent.	Alteration or withdrawal of risk protection devises – locks, alarms etc.
Prosecutions or convictions including those pending.	Carriage of dangerous or hazardous loads or goods.	Health or disability conditions.
Breaches of legislation which are alleged to have occur or found to have actually happened. E.G Health and Safety law.	Withdrawal, removal or suspension of permits or licenses to perform a service, function or process.	Breaches of data protection laws
Imposition of terms or refusals to offer cover on other insurance policies.	Financial problems of you or those involved in this or other businesses.	Loss incidents which did not result in an actual claim.

If you are in any doubt as to what constitutes material information, you should disclose it.

2. Awareness of and compliance with policy terms.

You have a duty to be aware of the terms and conditions of the policies you purchase or are considering purchasing. The policy will set out information over the level of cover you have chosen, obligations on you and restrictions or limitations in the cover. We would draw your attention in particular to the following types or policy terms and conditions:

- (a) Warranties – A Warranty is a policy term that must be complied with literally. Insurance warranties may consist of undertakings that certain things shall be done (e.g. waste removed from premises daily) or things shall not be done (e.g. certain changes in risk factors) or a declaration whereby the policyholder affirms or negatives a certain state of affairs, e.g. the construction of a roof or wall.
- (b) Conditions - Conditions are parts of a policy that must be complied with. The effect of a breach by the you depends upon whether it relates to;
 - a condition precedent (things to be done before the contract is concluded, e.g. utmost good faith);
 - a condition subsequent (things to be done during the policy term, e.g. maintaining certain standards);
 - a condition precedent to liability (things to be done before the insurer is liable for a particular loss, e.g. proper notification (see (c) below).
- (c) Claims Notification – Your policy document will demand that claims or circumstances that could, may, or are likely to give rise to a claim be reported within strict timescales, and that your conduct in dealing with that claim does not prejudice the insurers position. Your failure to report such matters to your insurers either directly or via ourselves cannot be understated. Notification to us does not mean that you have fulfilled your obligation to report the claim to insurers in itself.

Here are some examples of those states of affairs which the Warranty, Condition or policy term demands.

Setting a security device e.g. alarm or lock.	Store equipment in a certain manner or at a certain height.	Report a claim or circumstance in a particular time or fashion.
Notify the insurer of a change in circumstance e.g. new products being sold.	Inspecting a premises/location at specified intervals and keeping a record.	Issuing staff with safety equipment and having them sign for it.
Meeting at all times any and all legal or statutory requirement you have as a business.	Removing keys from the vehicle when not in use/unattended/out of sight.	Ceasing something – e.g. using a portable heater.

3. Consequences of a breach of policy terms, warranties and conditions.

The Act also includes changes to the way that the law deals with insurers rights in the event of breaches of warranties and terms. These changes will affect **both commercial and personal insurance contracts**.

An insurer will no longer be able to avoid a policy where a breach of policy term occurs; instead cover will be suspended for the period that you are in breach of the warranty. This means that where it is possible you may be able to remedy the breach of warranty and continue with the insurance policy. However, Insurers will not be responsible for a loss during any period where cover was suspended for a breach of warranty.

Remedies for Breach of Policy terms and conditions, Material Non-Disclosure or Misrepresentation fall into two categories.

1. Policy Avoidance

This will happen if you fail to make a *fair presentation* of the risk. Insurers may avoid your policy (that is treat it as if it had not existed) and refuse to pay any claims where any failure to make a *fair presentation* is:

- i) deliberate or reckless; or
- ii) of such other nature that, had you told insurers about the material circumstance they would not have issued, renewed or varied your policy.

2. Proportionate Remedies

In all other cases, if you fail to make a *fair presentation* of the risk, insurers will not avoid your policy but may instead adopt the following:

- i) If the insurer would not have entered into the contract on any terms: the insurer may avoid the contract and refuse all claims but must in that event return the premiums paid.
- ii) If the insurer would have entered into the contract but on different terms (other than terms relating to the premium): the contract is to be treated as if it had been entered into on those different terms if the insurer so requires, even if you would never have accepted such terms.
- iii) In addition, if the insurer would have entered into the contract but would have charged a higher premium (whether the terms relating to matters other than the premium would have been the same or different): the insurer may reduce proportionately the amount to be paid on a claim.

In sub-paragraph iii) above, '**reduce proportionately**' means that the insurer need only pay on the claim X% of what it would otherwise have been under the terms of the contract (or, if applicable, under the different terms provided for by virtue of paragraph i, because ii and iii can apply together).

The calculation is as follows:

$$X \text{ (claims payment)} = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

For these reasons it is important that you check all of the facts, statements and information are accurate and complete.

An insurer may wish to contract out of certain elements of the Act subject to your understanding and agreement and we will advise you of the implications of this should the situation arise.

4. Maintaining adequate policy cover at all times.

You must ensure that the levels of cover i.e. sums insured, values at risk, limits of liability and other financial rating estimates declared to us are adequate at all times. This is and will remain solely your responsibility. We recommend that you seek professional guidance from competent parties in the setting of appropriate figures such as rebuilding costs, assets/equipment replacement and other materials. We would remind you that when setting the levels of cover for your Business Interruption cover, the insurance definition of Gross Profit **differs considerably** to that of the one used by all Accountants, book-keepers and finance professionals.

Remember - You must advise us immediately of any changes in circumstances which may affect the cover provided by your policy.

We are here to help you, so if you do not understand your obligations you must contact us **immediately.**