

# Milne Friend and Partners

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## Terms of Business – Insurance Services

<b>Terms of Business</b>	This document is effective from <b>1 October 2018</b> and replaces all previous terms you may have received from us. Please read it carefully. It sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.
<b>About Our Company</b>	Milne Friend and Partners is an independent Chartered Insurance Broker, authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Our FCA Registration number is 120848. You can check this information on the FCA's Register by visiting the FCA's website at <a href="http://www.fca.org.uk">www.fca.org.uk</a> or by contacting the FCA on 0800 111 6768.
<b>Our Products and Services</b>	We usually select products from a wide range of insurers on the basis of a fair analysis of the market. If we select products from a limited number of insurers, or just one insurer, we will tell you when we provide a quotation for a new policy or at renewal. Our services, for which we act for you, the Customer, includes advice on risk exposure and insurance needs; arranging cover to meet requirements; help with ongoing changes; assistance on claims made on insurance policies we have arranged.
<b>Communication</b>	We will normally communicate with you by post, telephone and, where available, fax or e-mail, in addition to any meetings we may have with you.
<b>Insurer Security</b>	Whilst we monitor the financial strength of the insurers with whom we place business, it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.
<b>Credit Checks</b>	To make sure you get the best offer from insurers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. The search will appear on your credit report whether or not your applications proceed. We may monitor credit ratings of our customers on an ongoing basis using Experian for the purposes of determining our credit exposure.
<b>Your Duty of Disclosure</b>	<p><i>Consumers (for personal lines insurances such as private motor, home and travel):</i> You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.</p> <p><i>Commercial Customers:</i> Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search. Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.</p>
<b>Fees, Charges and Remuneration</b>	Unless we tell you otherwise when you take out or renew a policy with us, we make no charges in addition to the insurer's premium from which we are paid a percentage commission. In the event of a policy being cancelled mid term and not replaced by another policy, or a return of premium allowed following a reduction in the level of cover, we reserve the right to retain the commission earned on the original transaction. Premium finance providers may pay us a commission for arranging the finance through them. Insurers may pay us an additional bonus if specific volume and profit targets are met. An additional administration fee may be applied to smaller policies to cover costs which will be made clear before you take out or renew a policy with us.
<b>Method of Payment</b>	We accept payments by cash, cheque or by bank transfer. It is often possible to spread payments through insurers' instalment schemes or a credit facility we have arranged with a specialist premium finance provider. If requested, we will give full information about premium payment options when we provide quotations and at renewal.
<b>Settlement Terms</b>	You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.
<b>Client Money</b>	Client money is money of any currency that we receive and hold in the course of carrying out insurance mediation on behalf of clients. For certain insurers, our agency agreement with them allows us to hold the premiums you pay as agent of the insurer, but where an insurer does not allow us to act as agent, we will hold your premiums as client money in a statutory trust account in accordance with the FCA client assets sourcebook. Holding your premiums in a statutory trust account means we will not use your money to pay another client's premium to insurers. Any interest earned on client money held by us will be retained by us. We may transfer client money to another broker for the purpose of effecting the transaction where we have used another broker to place the insurance on your behalf.
<b>Confidentiality and Data Protection</b>	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.

<b>Quotations</b>	Unless stated otherwise in our documentation all quotations provided for new insurances are valid only for a period of 30 days from the date of issue and subject to satisfactory completion of the insurer's Proposal Form or a signed and dated Statement of Facts. You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.
<b>Changes to your Cover</b>	We will normally deal with requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible. We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.
<b>Receipt of Instructions</b>	We do not consider instructions to arrange or change cover sent to us by post, electronic mail or facsimile, or left on answering equipment, to have been received until they reach the relevant personnel in our offices. We do not accept responsibility for instructions which do not reach us due to failures in the postal, electronic or telecommunications systems.
<b>Documentation</b>	Our aim is to produce documentation and correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided. You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately. We recommend that you keep policy documents for as long as a claim is possible under the policy. We may keep certain documents while we are awaiting full payment of premiums, fees or administration charges, or if you ask us to do so. In these circumstances we will ensure that you receive full details of your insurance cover and provide you with any documents which are required by law. We aim to email documents as standard, but you can request paper copies for no charge.
<b>Transferred Business</b>	If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection. We would ask you to contact us without delay should any aspect of a policy which has been transferred to us cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.
<b>Making a Claim</b>	Many insurers provide a 24-hour Helpline in respect of claims and you should consult your policy documentation for contact details. Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them, either by contacting your insurer on their helpline or by telephoning our office. You will be advised if you need to complete a claim form or produce documentation to support your claim. In certain circumstances, late notification may result in your claim being rejected. If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until your insurers or we advise that you can. If your claim involves damage to third party property or injury to persons, please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident without prior reference to your insurers or us might prejudice your cover. You should be aware that a claim arising after renewal of the policy has been invited might affect the assessment and acceptance of renewal by your insurers.
<b>Conflicts of Interest</b>	As independent insurance brokers we act as the agent of our client. We are subject to the law of agency which imposes certain duties on us. We also have proper regard for the interests of others, including the insurers for whom we act. Where we become aware of any actual or potential conflict of interest, we will inform you of the situation, the options available to you, and obtain your consent before we carry out your instructions.
<b>Complaints Procedure</b>	We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner. If you wish to register a complaint please contact Mr J A K Milne by post, telephone, fax or email. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.
<b>Compensation</b>	We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further details about compensation scheme arrangements are available from the FSCS.
<b>Limitation / Exclusion of Liability</b>	<b>Your attention is specifically drawn to this clause which limits or excludes our liability to you:</b> Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £5,000,000 per claim. In respect of any other claim arising out of our performance or non performance of the services hereunder our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to such claim arising. We shall not be liable to you for any pure economic loss, loss of profit or loss of business, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (such as listed above and howsoever caused) which arise out of or in connection with our services or this agreement. Nothing in this paragraph excludes or limits our liability for death or personal injury caused by our negligence, or for loss caused by our fraud, wilful misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and or varying the exclusions set out above. Please note however that an additional charge and other terms may apply should we agree to amend this clause.
<b>Cancellation Right</b>	If you take out a personal insurance policy though you may have a right to cancel the cover up to 14 days from the later of: the policy start date or the date you receive full policy documentation from us or your insurers; the renewal date or the date you receive full renewal documentation from us or your insurers. You will be informed if you have such a Cancellation Right. Should you decide to exercise a Cancellation Right you will be entitled to a refund of premium less an appropriate pro rata charge for the period of cover given before the cancellation right was invoked. If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Cancellation Right. Should any claim occur prior to the exercise of the Cancellation Right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium paid. If this Cancellation Right is not exercised within the 14-day period as stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of your insurance policy. To exercise the Cancellation Right you should contact us or your insurers.
<b>Law and Jurisdiction</b>	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 non-exclusive jurisdiction of the English courts.

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## Privacy Notice

### **Important notice**

This is the privacy notice of Milne Friend & Partners (FCA firm reference: 120848) whose office is at Suite 2, Lynx House, Pynes Hill, Exeter, Devon, EX2 5JL, 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 **8th May 2018**.

### **How to contact us**

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.

Our data protection representative is Jonathan Milne who you can contact at jon@milnefriend.co.uk, or via post to our office address shown above.

### **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, by email, 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
- Your claims and credit history
- Financial details, such as your bank account and card details
- Criminal convictions

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**

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
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

We may also need to collect special categories of data from you, such as information about health, in order to perform our contractual obligations to you. The lawful basis on which we can do this is that the processing is necessary for reasons of substantial public interest relating to insurance. 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 that the processing is necessary for reasons of substantial public interest relating to insurance.

#### **Who we pass your personal data to**

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

- 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](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.