

**WRIGHTSURE GROUP
TERMS OF BUSINESS
2024 V1**

The following Terms of Business Agreement sets out the basis on which the Wrightsure Group will provide business services to you as a consumer or commercial client of the firm.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

About us;

The **Wrightsure Group** comprises of the following companies:

Wrightsure Services Limited: Office 2, PBW House, Orsett Hall Hotel, Prince Charles Avenue, Orsett, Essex, RM16 3HS.

Trading Styles: Wrightsure Group & Performers

Clifford Parkinson is an Appointed Representatives of Wrightsure Services Limited

Telephone No: 01708 865533

FCA Firm Reference No: 311510

Wrightsure Insurance Services (North West) Limited: Wrightsure House, 11 & 12 Hurricane Drive, Estuary Business Park, Liverpool, L24 8RL.

Trading Styles: Wrightsure Group.

Telephone No: 0151 4940007

FCA Firm Reference No: 309431

Wrightsure Services (Hampshire) Limited: Unit D2, Fareham Heights, Standard Way, Fareham, Hampshire, PO16 8XT.

Trading Styles: Wrightsure Group, Liability Plus.

Please see Financial Services Register on the FCA website for current list of Appointed Representatives

Telephone No: 01329 828228

FCA Firm Reference No: 311394

All Wrightsure Group businesses are authorised and regulated by the Financial Conduct Authority (FCA) with the firm Reference number indicated above. Each business is permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies.

Wrightsure Group are also authorised by the FCA for consumer credit broking. We act for a number of lenders.

You can check these details on the Financial Conduct Authority's Register by visiting their website at www.fca.org.uk or by contacting them on 0800 111 6768

Please visit our website for individual contact details at each office; www.wrightsure.com

Scope of Service

We offer a wide range of insurance products and have access to the leading insurers in the marketplace. When we arrange your insurance, we'll inform you of the nature of the service we provide. This will usually be one of the following;

- a) A personal recommendation to buy the policy, on the basis of a fair and personal analysis of the market.
- b) A personal recommendation to buy a policy we select from one or more insurance undertakings (not on a fair and personal analysis of the market) in which case we will provide the names of those insurance undertakings.

We generally act on your behalf in arranging your insurance, but we'll make clear at the outset whether we are acting for you or for the insurer in particular circumstances.

Your duty of disclosure

Consumers: 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.

Commercial customers: 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. 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. 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 and retain evidence of these processes. 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.

Adequacy of insurance values



It is the responsibility of the insured to ensure that all sums insured, and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits we cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

How to cancel

Please contact us immediately if you wish to cancel any insurance policy we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer)

Please refer to your policy summary or your policy document for further details. If you cancel within the statutory cancellation period (where this applies) you will receive a proportionate refund of premium from the insurer. However, Insurers are also entitled to make an administrative charge. In addition, we may charge an amount which reflects the administrative costs of arranging and cancelling the policy. Details of these amounts are given in our tariff of fees & charges. If you wish to cancel outside the statutory cancellation period (where this applies) you may not receive a pro rata refund of premium. In addition, we may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of fees & charges).

Protecting your information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully, you can find it at the end of this document and contact us immediately if you have any queries. Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask you for specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your Insurance Policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

All personal information about you will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim please contact us.

Fees and charges

We may charge you for the work incurred in handling your insurances. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation or other work on your behalf. Any additional charges, if applicable, will always be agreed with you in advance of them becoming due.

You will be charged no more than the following charges:

New Policies/Renewal	To be advised at time of quotation
Mid Term Adjustments:	£50.00
Cancellation/Deletion of vehicle:	Full commission on the premium refunded by your Insurer (Minimum £25.00)
Direct Debit Defaults:	£25.00
Duplicate documents:	£25.00
Credit arrangements:	You will be advised individually
Payment by personal Credit Card:	NIL
Payment by personal Debit Card:	NIL
Payment by Company Card:	2.5%

Larger Commercial Customers: Our fees are determined on an individual basis. You will be advised of our fees before any cover commences.

Our earnings

In return for placing business with insurers, underwriters and other product providers, we generally receive a commission from them which is a percentage of the annual premium that you are charged. If the type of policy we sell reaches specific profit targets the insurer may also pay us an additional bonus. Occasionally we may also receive a bonus or training support from insurers and underwriters although this is not always guaranteed.

For arranging premium instalment facilities, we may earn commission from our premium finance provider(s) which is usually a percentage of the individual loan. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn.

Using premium finance makes the overall cost of the insurance more expensive. A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision whether to proceed.

In some circumstances, depending on the level of work involved, we may also charge you a separate fee however, this will be discussed and agreed before any work is done on your behalf.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business or arranging premium finance.

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

Protecting your money

Prior to your premium being forwarded to the insurer, (or forwarded to you in the event of a premium refund) we may hold your money as an agent of the insurer. Where we hold premium as the agent of the insurer it is regarded as received by the insurer (whereby your policy is treated as being paid for). Where we are not acting as an agent of the insurer when we receive your premium, we shall hold it as client money in trust for you within a client bank account with an approved bank. Our client bank account may contain other clients' money and money we hold as agent of insurers. In line with strict FCA rules, our client bank account is rigorously monitored in order to segregate and safeguard client money.



We may transfer your premiums to the insurer through another intermediary. Your money will be protected at all times because of the requirements of FCA rules. We also reserve the right to retain interest earned on our client bank account.

By accepting this Terms of Insurance Business Agreement, you are giving your consent for us to treat your money in this way. Please notify us immediately if you have any objection or query

Complaints

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact:

Wrightsure Services Limited Office 2, PBW House, Orsett Hall Hotel, Prince Charles Avenue, Orsett, Essex, RM16 3HS. Name - Donald King Tel: 01708 865 533 Email: donk@wrightsure.com	Wrightsure Insurance Services (North West) Ltd 11-12 Hurricane Drive Estuary Business Park Liverpool L24 8RL Name – Phil Rimmer Tel: 0151 494 0007 Email: philr@wrightsure.com	Wrightsure Services (Hampshire) Ltd Unit D2 Fareham Heights, Fareham, Hampshire PO16 8XT Name – <u>Paul Rudd</u> Tel: 01329 828 228 Email: fareham@wrightsure.com
--	---	---

You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 023 4567 and further information is available online at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected. We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

Insurer security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

Compensation arrangements

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. The scheme does not apply to consumer credit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>

Block transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

Money laundering/Proceeds of crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Conflicts of interest/Customers best interests

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly and professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation and the options available to you before we proceed.

Termination

You or we may terminate authority to act in connection with your insurance arrangements at any time. 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.

Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Privacy Notice following GDPR

In accordance with the General Data Protection Regulation and related UK data protection legislation, we are committed to protecting the confidentiality and security of the information that you provide to us.

This Privacy Notice is designed to help you understand how we collect and use your information.

We may collect information from you about other people, for example, family members who may drive your car or who may be included on a travel or household insurance policy. If you give us information about another person it is your responsibility to ensure and confirm that:

- you have told the individual who we are and how we use personal information, as set out in this Privacy Policy; and
- you have permission from the individual to provide that personal information to us and for us to use it, as set out in this Privacy Notice.

If you have any questions or queries about this policy please contact us.

Who we are

Wrightsure (also referred to in this Notice as "we", "us", or "our") means the Wrightsure Group.

How to contact us:

For any questions or concerns relating to this Privacy Policy or our data protection practices, or to make a subject access or any other request regarding the information we hold, please contact us at:

<p>Wrightsure Services Ltd Office 2, PBW House, Orsett Hall Hotel, Prince Charles Avenue, Essex RM16 3HS</p> <p>Tel: 01708 865 533 Email: info@wrightsure.com</p>	<p>Wrightsure Insurance Services (North West) Ltd 11-12 Hurricane Drive Estuary Business Park Liverpool L24 8RL</p> <p>Tel: 0151 494 0007 Email: liverpool@wrightsure.com</p>	<p>Wrightsure Services (Hampshire) Ltd Unit D2 Fareham Heights, Fareham, Hampshire PO16 8XT</p> <p>Tel: 01329 828 228 Email: fareham@wrightsure.com</p>
--	--	---

Website: www.wrightsure.com

Why we need and how we use your personal information

We only collect, use and store your information where we have lawful grounds and legitimate business reasons to do so.

We collect, use and store your personal information in order to fulfil requests for quotes, products and services as part our insurance broking, claims handling and risk management business. It may also be used to verify your identity, to administer payments and to enable us to carry out anti-money laundering and other financial crime checks where required. If you pay by instalments your information may also be used to arrange credit.

The use of your data is essential for us to check your identity, to enable you to enter into an insurance contract and for the insurance to operate (in the event of a claim, for example). We may also use it keep our records up to date, to notify you about changes to our service and to help us in develop new products and services.

If you do not provide the information required we are unlikely to be able to arrange your insurance and may not be able to provide certain services to you.

We may monitor calls, emails, text messages and other communications with you. When you contact us we may keep a record of that correspondence and any information provided to us during that or any subsequent communication.

Marketing

We would like to keep you updated about our relevant products and services by post, email, SMS and/or telephone. If we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes we will only do so with your consent. Your consent will be obtained specifically at the appropriate time.

If you have already consented and wish us to stop using your information for this purpose or any other purpose then please contact us.

See "Any recipient or categories of recipients of the personal data" below.

Nature of personal information

Personal data is any information that may identify a living individual.

We collect personal information such as name, contact details, date of birth, gender, marital status, financial details, employment details and other personal details depending on the nature of the insurance and other services we offer.

We may collect, use and store sensitive personal information such as criminal convictions and medical conditions as necessary in relation to insurances such as motor, home, travel and health insurance. This information may be shared with insurers, insurance product providers and our third party service providers. Where necessary, we shall obtain your consent to the processing of such information.

Sharing information

We will only supply your personal information to other parties where such a transfer is a necessary part of the activities that we undertake, where you give us consent or where we are required to do so by law or regulation (e.g. where the disclosure is necessary for the purposes of the prevention and/or detection of crime).

As an intermediary we must disclose personal information to insurance companies, underwriting agencies, business partners, financial institutions, premium finance providers and other parties in order to provide our products and services and to enable you to enter into insurance contracts. Examples of other parties include other insurance intermediaries, loss adjusters, regulatory bodies, legal and accountancy firms involved in the claims handling process. We may also share your personal information with fraud prevention agencies such as the Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud and Theft Register.

We may pass information relating to your insurance policy and any incident to the operators of these registers, their agents and suppliers.

For motor insurance we share it with the Motor Insurance Database (MID) which may be used to establish whether a driver is insured to drive a vehicle and/or for preventing or detecting crime. If you are involved in an accident in the UK or abroad, the MID may be searched to obtain relevant policy information. You can find out more at www.mib.org.uk

We may also disclose your information to service providers engaged to perform services on our behalf. Such service providers are contractually restricted from using or disclosing the information we give them except as necessary to perform services on our behalf or to comply with legal requirements.

We only share your information if we are satisfied that our partners or suppliers have sufficient measures in place to protect your information in the same way that we do.

We may also disclose personal information to new owners of our business in the event that we are subject to a merger or acquisition. Disclosure may also be made to enable company audits, regulatory inspections or to investigate a complaint, suspicion of fraud or a security threat.

We never share your information outside our organisation for marketing purposes.

You understand that we may disclose the information you provide to relevant other parties for the purposes described in this Notice.

Transfer of personal data outside the UK

Certain personal information held on our Information Technology systems may be transferred across geographical borders in accordance with applicable law.

By providing us with your information, you consent to the collection, international transfer, storage, and processing of your information. These transfers are governed by European Union (EU) standard contractual clauses or equivalent data transfer agreements to protect the security and confidentiality of personal information.

How long we keep information about you

We will keep your information for as long as it is required to enable us to provide quotations, administer your insurances, offer renewal and respond to any claims or complaints (which may arise after the period of insurance has expired). This will usually be a minimum period of seven years or otherwise as determined by law or regulation. Once we decide that we no longer need your information it will be securely and confidentially destroyed.

Your data protection rights

You have certain legal rights under UK data protection law and regulations, summarised as follows:

- **The right to be informed** about our data processing activities, including through Privacy Notices such as this.
- **The right of access** to the personal information we hold about you. To request a copy of this information you must make a subject access request in writing to us.
- **The right of rectification.** You may ask us to correct any inaccurate or incomplete data within one month.
- **The right to erasure and to restrict processing.** You have the right to have your personal data erased and to prevent processing except where we have a legal obligation to process your personal information. You should bear in mind that by exercising this right you may hinder or prevent our ability to provide products and services.
- **The right to data portability.** On your request, we will provide you with your personal data in a structured format.
- **The right to object.** You have particular rights in relation to automated decision making and profiling to reduce the risk that a potentially damaging decision is taken without human intervention. You can object to your personal data being used for profiling, direct marketing or research purposes.

If you want to invoke any of these rights please write to us:

<p>Wrightsure Services Ltd Office 2, PBW House Orsett Hall Hotel, Prince Charles Avenue, Essex RM16 3HS</p> <p>Tel: 01708 865 533 Email: info@wrightsure.com</p>	<p>Wrightsure Insurance Services (North West) Ltd 11-12 Hurricane Drive Estuary Business Park Liverpool L24 8RL</p> <p>Tel: 0151 494 0007 Email: liverpool@wrightsure.com</p>	<p>Wrightsure Services (Hampshire) Ltd Unit D2 Fareham Heights, Fareham, Hampshire PO16 8XT</p> <p>Tel: 01329 828 228 Email: fareham@wrightsure.com</p>
---	---	---

Withdrawal of consent

Where you have provided your specific consent to the use of personal data, you may withdraw that consent by contacting us:

<p>Wrightsure Services Ltd Office 2, PBW House Orsett Hall Hotel, Prince Charles Avenue, Essex RM16 3HS</p> <p>Tel: 01708 865 533 Email: info@wrightsure.com</p>	<p>Wrightsure Insurance Services (North West) Ltd 11-12 Hurricane Drive Estuary Business Park Liverpool L24 8RL</p> <p>Tel: 0151 494 0007 Email: liverpool@wrightsure.com</p>	<p>Wrightsure Services (Hampshire) Ltd Unit D2 Fareham Heights, Fareham, Hampshire PO16 8XT</p> <p>Tel: 01329 828 228 Email: fareham@wrightsure.com</p>
---	---	---

How to make a complaint

If you wish to make a complaint about how we hold or use your data, please contact us:

<p>Wrightsure Services Ltd Office 2, PBW House Orsett Hall Hotel, Prince Charles Avenue, Essex RM16 3HS</p> <p>Tel: 01708 865 533 Email: info@wrightsure.com</p>	<p>Wrightsure Insurance Services (North West) Ltd 11-12 Hurricane Drive Estuary Business Park Liverpool L24 8RL</p> <p>Tel: 0151 494 0007 Email: liverpool@wrightsure.com</p>	<p>Wrightsure Services (Hampshire) Ltd Unit D2 Fareham Heights, Fareham, Hampshire PO16 8XT</p> <p>Tel: 01329 828 228 Email: fareham@wrightsure.com</p>
---	---	---

If you are dissatisfied with how we deal with your complaint, you may contact the Information Commissioner's Office:

The Information Commissioner Wycliffe House Water Lane Wilmslow Cheshire, SK9 5AF; Phone: 08456 30 60 60 Website: www.ico.gov.uk

Information from other sources

We may use legal public sources such as the electoral roll and other third party sources such as credit reference agencies to obtain information about you, for example to verify your identity or check your credit history.

We also obtain information about you from credit reference agencies and similar third parties. Some personal information may be provided to us by third parties such as insurance companies, other insurance intermediaries and motor vehicle licensing authorities. In some cases you will have previously submitted your personal information to them and given them approval to pass this information on for certain purposes. Such information will only be obtained from reputable sources which operate in accordance with the General Data Protection Regulation.

We and/or other parties may use your information for purposes such as statistical and trend research and analysis which may include computerised processes which profile you. Automatic profiling helps us understand, predict and forecast customer preferences and to improve the products and services we offer and to assess which products might be most suitable for you.

We may amend this Privacy Policy from time to time for example, to keep it up to date or to comply with legal requirements.