

# Terms of Business

## Client Agreement – How we are regulated

Stanhope Cooper Insurance Brokers Limited, trading as Stanhope and Stanhope Cooper.

Address: Cedar Court, 5 College Street, Petersfield, Hampshire, GU31 4AE.

Registered Address: 16 Great Queen Street, Covent Garden, London, WC2B 5AH

Telephone: 0207 7769790

Email: [info@stanhopecooper.com](mailto:info@stanhopecooper.com)

We are committed to providing our clients with the highest professional service standards when dealing with their insurance requirements.

Please read this document carefully, it sets out the terms on which we agree to act for you, how we conduct business, limitations on our liability, our regulatory and statutory obligations as well as your responsibilities both to us and to insurers. If there is anything you do not understand or with which you disagree, please contact us immediately as these terms will form the basis of the contractual relationship between us and become binding when you purchase your policy.

This Agreement is effective from 15th June 2022 and supersedes any agreement previously issued by us.

## The Regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

Our Financial Services firm reference number is 447532 and you can check our status and permissions at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

## Law and Language

This Terms of Business Agreement is subject to English Law and the jurisdiction of the English Courts. We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you before and during the duration of the contract.

## Our Activities

We are an insurance distributor, which means the FCA has authorised us to advise, arrange, deal in and assist with the placing and administration or prepare in any other way the conclusion of all types of General Insurance policies.

This includes websites, (including comparison websites) if they allow the conclusion of an insurance contract.

## Our Service

We are an insurance distributor (intermediary) and can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf.

We also act on behalf of insurers when collecting premiums under risk transfer (See "Money" section).

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

We will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks.

We will confirm to you the level of service we are providing as part of our sales process. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes.

If we use the services of another intermediary or distributor to place your insurance, we will advise you of the name of the intermediary or distributor we use and the name of the insurer.

## Demands and Needs

### Consumers

In assessing your demands and needs we will ask you a number of questions.

It is your responsibility to ensure you give us complete and accurate answers to any such questions, not only when you take out your policy, but also when you decide to renew or make any changes during any term of a contract of insurance (this applies to any changes in information relating to any individual named on the policy).

We will make a specific personalised recommendation for product suitability based on our understanding and appraisal of your demands and needs requirements. Where we provide you with specific advice, we will give you the relevant information you require, honestly, fairly, and professionally and in a way that is in your best interests (i.e. we will alert you to important terms and conditions about the contract of insurance, and we will provide you that information when it is most relevant). This may include information about comparable products between different product providers, all of which will help you to decide whether to go ahead with any particular contract of insurance.

### Non-Consumers

If you are dealing with us in a commercial capacity, you will be under a duty to make a fair presentation. You are therefore required to disclose any matter which you know or ought to know that would influence the judgement of an insurer in deciding whether to insure the risk and on what terms.

If you are unsure whether a matter is relevant or not, you should provide sufficient information so as to put an insurer on notice that it needs to make further enquiries if necessary.

We will make a specific personalised recommendation for product suitability based on our understanding and appraisal of your demands and needs requirements.

Where we provide you with specific advice, we will give you the relevant information you require, honestly, fairly, and professionally and in a way that is in your best interests (i.e. we will alert you to important terms and conditions about the contract of insurance, and we will provide you that information when it is most relevant).

This may include information about comparable products between different product providers, all of which will help you to decide whether to go ahead with any particular contract of insurance.

### Failure to Disclose a Material Fact

Insurers have differing remedies depending upon the nature of the non-disclosure and what would have happened had you fairly presented the risk:

#### Deliberate or reckless presentation of the risk:

Insurers are entitled to avoid the policy and retain all premiums.

#### Failure to present the risk fairly but this was not deliberate or reckless:

This depends on how the insurers would have dealt with the policy had the risk been fairly presented. If they can demonstrate that they would have not provided the policy, they are entitled to void the policy and no claims would be payable. You would be entitled to a refund of the premium. If insurers would have provided the policy but on different terms, those terms will be applied to the policy from inception. If insurers would have provided the policy and charged an increased premium, claim settlements could be reduced by the proportion of the increased premium.

## Our Product Selection (Fair and Personal Analysis)

We offer products from a wide range of product providers (i.e. insurance companies) and sometimes use other distributors (i.e. Sub-agents) to access products. Our selection usually involves presenting to a reasonable number of insurance companies that will insure for the risk at hand, and this is called a fair and personal analysis of the market.

Sometimes we may only approach a specified number of product providers (i.e. insurance companies) and this is a Panel, or in some cases, we may only approach one product provider, in either case, we will tell you the basis as part of our selling process.

The processes we have in place means that the characteristics of these products take account of our target customer's demands and needs and include sourcing products from one or more of the product providers we deal with.

We will also provide a list of the companies that form the Panel we have approached at quotation stage.

A full list of these product providers is available. Should you require a copy of the full list please contact us.

## Product Oversight and Governance

Most of the products we offer are ultimately manufactured by product providers (usually the Insurance Companies providing cover. As a distributor we have measures in place to:

- Obtain information about the product, the product approval process and understand the identified target market.
- Ensure that they understand the value assessment that the manufacturer has undertaken, so that they can distribute the product accordingly.
- Consider the impact that their distribution strategy and process has on the value of the product. This includes considering any remuneration they receive as part of the distribution strategy and ensuring that it does not result in the product failing to offer fair value to the end customers.
- Provide information to support the manufacturer in their product reviews. This includes information on remuneration where this has an impact on the value of the product.
- Amend their distribution processes if they identify it results in harm to customers. This should include taking appropriate remedial action.
- Carry out annual product reviews for all products.

For those products that are manufactured in collaboration with product providers (usually the Insurance Companies providing cover), we elect to involve ourselves as a co-manufacture of some products we offer including those provided by Channel 15, Covea & HDI. In all instances where we co-manufacture, we have put in place a product oversight and governance framework. This framework's overarching objective is to:

- take into account the interests and characteristics of our target customers,
- not adversely affect our target customers;
- prevent or mitigate any customer detriment we might identify; including procedures for monitoring, reviewing and distributing such products.

Our framework, means we have in place written processes, proportionate to the level of complexity and risks related to our products, which we follow stringently, allowing us to ensure any distributors (including us, and our employees) have the necessary knowledge, experience and competence to understand the product and ensure it is consistent with a customer (or potential customers) demands and needs; even where our distribution chain is long, we aim to ensure this goal is met.

## Warranties and Conditions Precedent

A warranty is a term in an insurance contract which must be strictly complied with. In the event that a warranty is breached, the insurer's liability may be suspended until the breach is rectified. Cover is reinstated once the breach is rectified, however, insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension.

Where a warranty or other term has been breached, insurers may still be liable to pay claims occurring during the breach period, provided the insured can prove that the breach did not increase the risk of the loss which actually occurred, and the provision breached does not define the risk as a whole.

Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of the policy or to the commencement of the risk is not complied with, the insurer will not

come on risk. If a condition precedent to the insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'conditions precedent.'

It is very important that you read the full policy carefully and, if you are unsure of, or are unable to comply with, any provisions, please contact us immediately.

## Reasonable Search

You are required to make enquiries of anyone who might be able to give material information. This could include Directors, senior management, shop floor managers, and agents of the firm such as solicitors or accountants. You should fully disclose every material circumstance which you are aware of or ought to know. You will also be required to conduct a 'reasonable search' of your records to ensure that you fully discharge your duty of fair presentation.

The reason why this is vital and extremely important is that if you fail to tell us something, your policy could leave you with no insurance protection; insurers may reduce or choose not to pay any claims and could cancel your policy. You will find it difficult to re-arrange cover because you did not fully disclose an insurer everything, and you will have to disclose this fact when you reapply for insurance.

## Method of Communication

Whilst you do have a choice in the way we communicate with you, we will principally provide you with information using e-mail or some other means to enable you to access information electronically.

During the process of dealing with us you will be given an option to receive information in this way, meaning if you would like information in a paper format, we will be happy to provide it.

## Call Recording

Your call may be recorded for training or monitoring purposes. We ensure all call recordings are protected in the same way as any other digital or written data in strict accordance with the General Data Protection Regulations (GDPR) and The Data Protection Act (DPA) 2018.

## Training

We maintain training to a minimum standard to ensure our workforce is appropriately skilled but where specialism in particular activities is required, we have in place more detailed requirements, including the need for our staff to attain a professional qualification where relevant.

## Limit of Liability

This clause restricts the amount that may be recoverable because of our negligence. Other than injury or death of any person (for which no cap on liability will apply), our liability to you for the services we provide shall not exceed £1,000,000 for any one event or connected events.

## Conflict Management

Whilst we act in the capacity of agents for our product providers (i.e. the insurance companies we do business with) we are required to have in place appropriate governance controls to help us meet our regulatory objectives. We have in place effective organisational controls, including appropriate supervision, to ensure we manage any and all conflicts of interests which may arise or may be identified from time to time. This includes gifts and benefits granted and accepted, which may damage the interests of our relationship with either our distributors or our customers.

## Our Customers Best Interests

Our primary aim is to ensure, for any customer (or potential customer) that we act honestly, fairly and professionally and in the customers best interest including giving customers information they might need to understand the relevance of any information we provide, as well as objectively giving that information when it is most useful to a customer to enable informed decision making.

## Ownership

Stanhope Cooper is a private limited company incorporated in England. We do not hold more than 10% of the voting rights or capital in any insurance

undertaking. No insurance undertaking holds more than 10% of the voting rights or capital in Stanhope Cooper.

## Financial Strength

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and A M Best published with other readily available information within industry guides, newsletters, and press releases. Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

## Money

We will hold money that you pay to us in accordance with the regulator's rules or under a risk transfer agreement with insurers. This will include holding your money in the following way:

Client money may be held in designated investments and we will keep any investment returns earned.

A statutory trust client bank account that only allows us to use the money held in trust on behalf of a customer for paying that customer's premium to an insurance company and to pay premium refunds or claims we receive from that insurance company to the customer once the premium has been received from that insurance company. We cannot use that customer's money to pay other customers premium or refund. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance, unless, in the case of consumer transactions we receive more than £20 per transaction, and then we will ask for your permission to retain the interest. Unless you tell us otherwise, you are consenting to us holding your money in this way.

**By holding your money in this way, means that in the event that this firm becomes insolvent your money remains protected.**

In arranging your insurance, we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

## Terms of Payment

Please note that you are responsible for the prompt payment of premiums and therefore we require payment of your premium by the inception or renewal date of your policy. Failure to settle your premium by this date may result in your insurer cancelling your policy and imposing a time on risk charge.

We accept most major credit cards and also bank transfers, for which no charges will apply. We do not accept cheques or cash.

In addition, you may be able to pay premiums in monthly instalments via insurers' direct debit facilities or a credit scheme with a finance provider which will most likely result in an additional charge. Full details of payment options will be available at quotation and renewal stage.

In the event that we receive no instructions or payment before the date of inception or renewal, we reserve the right (but shall have no duty) to renew your policy and (in respect of direct debit/instalment payments) to continue to accept payment from you unless and until you provide us or your insurance company with written confirmation that you would like to cancel your policy. In situations where we have anticipated (in the absence of instructions to the contrary) that renewal is required you may be liable to make payment to us and/or your insurance company.

## Personal Credit Checks

Please be aware that when we approach insurers for quotations some may conduct personal credit checks as part of the underwriting process. We have been advised that this will not have any detrimental effect on your credit rating or history, but the search will appear on your record whether or not your application is proceeded with.

Where we have been asked to arrange personal premium finance, we must comply with the Consumer Credit legislation and therefore we will pass on your name, address and date of birth to the provider in order for affordability assessments to be made. When assessing your application the provider may use credit scoring, automated decision making and credit reference agencies.

## Sanctions

All businesses in the UK are subject to the provisions of Government sanctions and are therefore prohibited from dealing with 'embargoed' entities. Therefore, both us and your insurers will perform sanctions checks. If you or your insurer is based elsewhere in the world then additional sanctions may be applied. We will also complete these checks for consumers.

## Insurance Premium Tax (IPT)

Your premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

## Our Remuneration

We usually receive a commission from the insurance provider with whom we place your business, and this is expressed as a percentage of the premium you pay and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. 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 decide whether to proceed.

We may also receive a commission or fee for passing introductions to other professional firms.

In addition, we may also charge you an administration fee for arranging your insurance, on mid-term adjustments and policy cancellations. Full details will be provided to you at outset.

## Our current fee structure per policy

£50 – New Business  
£50 – Renewal  
£25 – Mid Term Amendment, nil for a Commercial Motor Fleet adjustment  
£50 – Policy Cancellation

## Specific scheme facilities, this relates to our non-advised Jewellery Scheme Only

£25 – New Business (if under £250 before Insurance Premium Tax)  
£50 – New Business (if over £250 before Insurance Premium Tax)  
£50 – Renewal  
NIL – Mid Term Amendment/Cancellation

## Payment Options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

## Premium Finance

We may be able to arrange finance for insurance instalments through the insurer or through a preferred premium finance provider. We act as a credit broker in arranging premium finance facilities and we will give you further information about this before we finalise your instalment arrangements.

When we are aware there is an alternative premium finance arrangement available, with a lower annual percentage rate, for example direct with your insurer, we will let you know. This will enable you to make an informed decision.

We will not make a specific recommendation or provide you with specific advice, we will give you the relevant information you require, honestly, fairly and professionally and in a way that is in your best interests this may include information about one or more agreements that you may be eligible for, so that you can compare them, which will enable you to make your own choice about whether to go ahead with any particular finance agreement.

## Important

Using premium finance makes the overall cost of the insurance more expensive. We will ask you to confirm that you have actively elected (that you have "opted in") to pay via premium finance.

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.

Your agreement will last for 12 months but the premium finance may last for a shorter period.

If you choose to enter in a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears.

You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder, and the finance company direct, not us or the insurer.

**It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.**

**We do not charge any fees to you for introducing you to a credit provider.**

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14-day cooling off period.

Please note that we only use Close Premium Finance for the provision of premium finance facilities unless your insurer can offer an in-house finance option at a lower interest rate for you. The lowest interest rate option will always be selected.

**Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.**

## Automatic Renewal

Where your policy is set to automatically renew (please check your documents) the renewal premium will be collected automatically from your card or bank.

You have an option to cancel the auto renewal at any time by contacting either us or your insurer via telephone, post or email.

Please notify us as soon as possible if you do not want your insurance to automatically renew.

If you do choose to cancel the auto renewal, then it is important that you contact us to renew your policy, as if we do not hear from you, all cover will cease as of the expiry date shown in your renewal schedule.

## Benefits of Auto Renewal

- Convenience - if you're happy with your cover and renewal premium, you won't need to do anything as your policy will automatically renew.
- No interruption of cover

If your policy is not set to automatically renew (please check your documents). It is important that you contact us to arrange cover as if

we do not hear from you all cover will end on your policy expiry date.

## Your Right to Cancel (Applicable to Consumers only)

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge may apply for the period of cover provided and, in addition, an administration charge will apply (as shown in the charges section above). Cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

## Cancellation non consumer

Commercial insurance policies do not routinely have cancellation rights except those available to the insurer. As a Commercial customer, you do not have the same cancellation rights by law as a consumer but may still have specific contract rights and reference should be made to the policy document to ascertain your position.

Where returns of commercial premiums are made on cancellation, it is usually following cancellation by the insurer, not the policyholder. On cancellation of a policy any refund or premium allowed by the insurer will be paid to you after deducting our annual commission and fees.

## Cancellation Process

Once we have been notified that you wish to cancel your policy you may be entitled to a refund or part of the premium paid. Please note that should any claim occur prior to the cancellation of the policy then you are not entitled to a refund. Refunds are generally issued on a pro-rata basis, however in some instances this may not necessarily be the case. In addition please note the following:-

- where a policy is issued on a minimum and deposit basis the insurers do not normally provide refunds.
- the certificate (if applicable) will need to be returned before a cancellation is issued.

where a policy is paid by Direct Debit and the policy is cancelled there still may be an outstanding balance to settle.

## Termination of this Agreement

Unless cancelled by either party, this agreement will remain in force in accordance with the terms below or there is no business placed with us. Should you wish to cancel our authority please provide 14 days written notice which will be measured from the date of receipt.

The outstanding balances for any adjustments or transactions made prior to the termination are still your responsibility and settlement will be required. We are entitled to retain commission and all fees in relation to policies placed by us prior to the termination of this agreement.

Should we be assisting you with a claim prior to the termination, this service will cease as we will no longer be your agent.

Your personal data will be retained in accordance with our Fair Processing Notice. Please refer to this document.

## Policy Terms & Conditions

It is your responsibility to examine the policy documentation and familiarise yourself with the conditions, exclusions, warranties, and excesses. A breach of a policy condition may result in the non-payment of a claim. Breach of a warranty may suspend the insurer's liability to pay any claims directly related to such breach until the time that the breach has been rectified. Please contact the office should you require any clarification on the above points.

## How to make a claim

Some insurers have a Claims Notification Line. If this applies to you it will be shown in your policy. You can contact us at the address or telephone number shown on your quotation, or at:

Stanhope Cooper, Cedar Court, 5 College Street, Petersfield, Hampshire, GU31 4AE  
Tel: 0207 7769 790 Email: info@stanhopecooper.com

You may need to provide some information to enable your claim to be

dealt with. This will depend on the type of claim you want to make.

You will be asked for the information that is needed. You must provide promptly any information that is asked for. If you do not, your insurance may not pay out, or may not pay out enough. In certain circumstances late notification may result in your claim being rejected. Failure to provide requested documentation, fully assist or disclose all material facts to the insurers may give the insurers cause to decline the claim. Please do not dispose of any damaged items, take as many photographs as possible and do not authorise any remedial works unless in the event of an emergency or to prevent any further damage.

In the event that the claim involves a third party then please pass on copies of all correspondence immediately.

## Quotations

All quotations are valid for 30 days unless stated otherwise. Please be aware that a quote can be withdrawn or changed if the risk profile changes before cover is accepted.

## Client Instructions

In order for instructions sent via post, email or fax, to be processed they must be received by the relevant account handler. Until this time cover cannot be arranged or changed. In addition, we cannot accept instructions which have been left via any messaging service as neither party can guarantee that they have been received or actioned. Should instructions sent via post, electronically or telecommunications systems go missing or if there are failures in the postal system, we cannot accept responsibility for instructions which do not reach us.

## Documentation

We strive to produce documentation which is clear, concise and in a comprehensive format. Should you have any queries or are uncertain on any aspect, our staff will be more than happy to clarify any points you may raise.

Although we have checked all documents for accuracy, please take a moment to familiarise yourself with the finer points to ensure that they meet with your requirements paying particular attention to the terms, conditions, warranties and exclusions and any additional endorsements. Please let us know immediately if you are unable to comply with any of these or if there are any amendments required, as failure to do so could invalidate cover once it has been accepted.

Please retain a copy of all documentation (including certificates, particularly in the case of Employers' Liability) in a safe place for your own protection in the event that a claim may possibly be made. It is a requirement of the Road Traffic Act that you are in possession of a valid certificate of insurance before using a vehicle on a public highway.

## Complaints

Our aim is always to provide our customers with a first-class service; however, we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our main office telephone 0207 7769790, or write to Rachel Living, Stanhope Cooper Insurance Brokers Limited, Cedar Court, 5 College Street, Petersfield, Hampshire, GU31 4AE or email [rliving@stanhopecooper.com](mailto:rliving@stanhopecooper.com).

If we are unable to resolve the issue to your satisfaction by the end of the third business day following receipt, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response no later than 8 weeks.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

The FOS Consumer Helpline is **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively, you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Who is an Eligible Complainant?

- Any private individual
- A micro-enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £2 million.
- A small business which has an annual turnover of less than £6.5 million and employs fewer than 50 employees or has a balance sheet total of less than £5 million.
- A charity which has an annual income of less than £6.5 million.
- A trustee of a trust which has a net asset value of less than £5 million.
- An individual who has given a guarantee or security in respect of an obligation or liability of a small business.

If your policy is placed with a Lloyds Syndicate and you wish to ask Lloyd's to investigate your complaint you may do so by contacting: Complaints Team at Lloyds, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN

**A full copy of our complaint's procedure is available on request.**

## Financial Services Compensation Scheme (FSCS)

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however, claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and [www.fscs.org.uk](http://www.fscs.org.uk). The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent.

## Block Transfers

We may, for some classes of insurance, operate block insurance arrangements in order to provide competitive terms. Should it become beneficial to our clients that we do so, we may transfer such blocks from one insurer to another.

This document constitutes both your acceptance that we may make such arrangements at our discretion and your request for us to do so when appropriate.

## Transferred Business

Where we take over the management of policies originally arranged through another insurance broker or intermediary we do not accept liability for any errors, omissions or gaps in cover. In addition we cannot accept liability for any claim which may arise as a result of the advice given by that broker or intermediary.

Should you have any concerns about a policy which has been transferred or if you require an immediate review please contact us. Otherwise, all transferred policies will be reviewed at the renewal of the policy.

## Your Data

We aim to process your data responsibly, fairly and in strict accordance with the General Data Protection Regulations (GDPR) and The Data Protection Act (DPA) 2018.

The GDPR modernised data protection law requiring enhanced disclosures about what we do with your information including (but not limited to):

- Our lawful bases of processing.
- The information we collect, and how we use and share that information.
- How long we keep information, including the purposes (e.g. administer your policy);
- The technical and organisational measures we have in place to safeguard your information.
- Your individual rights; and
- Our approach to marketing

As with many organisations, and to ensure Customers can easily access details on the areas listed above, we have developed a separate Fair Processing Notice which will be attached to your documentation and can

be requested at any time.

It is vitally important to take time to read our Fair Processing Notice carefully as it contains full details of the basis on which we will process (i.e. collect, use, share, and or transfer) and store your information.

It is also your obligation to ensure you show our Fair Processing Notice to all parties related to this insurance arrangement.

If you have given us information about someone else, you are deemed to have their permission to do so.

If you have any questions, including obtaining a copy of our Fair Processing Notice, or any further information about our approach to the GDPR you can write to Rachel Living, Stanhope Cooper Insurance Brokers Limited, Cedar Court, 5 College Street, Petersfield, Hampshire, GU31 4AE or email [rliving@stanhopecooper.com](mailto:rliving@stanhopecooper.com).

## **Marketing**

It is extremely important that all parties insured under your policy understand how we process information, including that set out in the Marketing Section of our Fair Processing Notice and this Terms of Business Agreement.

In distributing any marketing, we will act honestly, fairly and professionally and in the best interest of a customer or potential customer, including asking you separately for your permission (consent) to contact you, and the means to contact you (such as by phone, or e-mail, push notifications, SMS text or post) to tell you about:

- a) new products or services we have or are developing.
- b) trialing products and services which we think may improve our service to you or our business processes.
- c) offer you rewards.
- d) enter you into a competition.

We will typically ask for your permission when you first contact us, but you have the right to easily withdraw your consent whenever you wish (unsubscribe). We will regularly review your consent to check that your relationship with us and the processing and the purposes have not changed.

We have processes in place to refresh your consent at appropriate intervals, and act on withdrawals of consent (unsubscribe) as soon as we can and not penalize you if you choose not to give or later choose to withdraw your consent.

It is important that you understand you have the right to withdraw or alter your marketing preferences, by calling our main office telephone 02077769790, or writing to Rachel Living, Stanhope Cooper Insurance Brokers Limited, Cedar Court, 5 College Street, Petersfield, Hampshire, GU31 4AE or email [rliving@stanhopecooper.com](mailto:rliving@stanhopecooper.com).

## **Governing law – for private clients only**

These terms of business will be governed and construed solely in accordance with the law of England and Wales. Any legal action or proceedings that may arise out of or in connection with them will be subject to the exclusive jurisdiction of the English court.

# Fair Processing Notice

This document explains how we use personal information.

You have the right to object to us using your personal information. You can do this at any time by telling us and we will consider your request and either stop using your personal information or explain why we are not able to.

Our contact details can be found below.

## What information do we require?

Stanhope Cooper will collect personal data about you, which will include your name, address, details of your insurance requirements and contact information. Depending on the nature of the insurance, we will also need to collect sensitive personal information such as health conditions or any convictions. Please refer to the list below for more examples:-

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependents and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help us manage policies and assess claims
- tracking and location information if it is relevant to your policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to your policy or claim
- criminal convictions if it is relevant to your policy or claim
- accessibility details if we need to make reasonable adjustments to help business activities if it is relevant to your policy or claim

This information can relate to anyone seeking an insurance quote from us now or in the future or whose details are provided during the quotation process. It will even extend to anyone who may benefit from or be directly involved in the quotation, policy or a claim. Before you disclose any information about another person you must make sure that you have their permission to give us these details and that they understand how it will be used.

## Why we need to take these details

We will use the personal information in a number of ways: -

- to provide quotes, administer policies and policyholder claims to fulfil our contract
- deal with complaints and prevent financial crime to meet our legal obligations
- to send marketing information if we have received your specific consent
- to manage our business and conduct market research to meet the legitimate needs of our business

## Legal Basis

All processing (i.e. use) of your personal information is justified by a "lawful basis" for processing. In the majority of cases, processing will be justified on the basis that:

- the processing is necessary for the performance of a contract to which you are a party, or to take steps (at your request) to enter into a contract (e.g. where we use personal information to generate user credentials for you or your legal representative to access and review your data on our electronic discovery and disclosure platform);
- the processing is necessary for us to comply with a relevant legal obligation (e.g. where we are required to make disclosures to courts or regulators); or
- the processing is in our legitimate commercial interests, subject to your interests and fundamental rights (e.g. where we use personal information provided to us by our clients to deliver our services, and that processing is not necessary in relation to a contract to which you are a party).

In limited circumstances, we will use your consent as the basis for processing your personal information, for example, where we are required to obtain your prior consent in order to send you marketing communications.

Before collecting and/or using any personal information, or criminal record data, we will establish a lawful basis which will allow us to use that information. This basis will typically be:

- your explicit consent;
- the establishment, exercise or defence by us or third parties

of legal claims; or

- a context specific exemption provided for under local laws of EU Member States and other countries implementing the GDPR, such as in relation to the processing of personal data for insurance purposes, or for determining benefits under an occupational pension scheme.

## What we do with your data

All of this data will be processed and stored by our staff based in the UK where it is protected by UK law. We may transfer your personal information to Insurers or other third parties to manage your insurance policy or claim; this could be inside or outside the EU. Some of the organisations we share your personal information with have servers outside the EU. The information will be treated as confidential and will not be disclosed to any third parties other than: -

- insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement, the Financial Ombudsman Service (FOS); and other organisations that provide services to us or you
- in the event of a claim we may need to forward your details to a loss adjustor or third party who is involved in the settlement of a claim
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example;
- the Motor Insurance Database (MID) and the Insurance Fraud Bureau (IFB) our approved suppliers to help deal with claims or provide our services, for example; vehicle repairers, legal advisors, loss adjusters, premium finance companies and risk surveyors
- prospective buyers in the event Stanhope Cooper Insurance Brokers Ltd wishes to sell all or part of its business or block transfer insurance risks to another provider. In certain events it may be necessary to source your personal data from publicly available sources, including information you have made public, for example on social media, fraud prevention agencies or law enforcement agencies.

In addition, we will use your information to tell you about changes which may affect your insurance or advice on risk management. We may also tell you about other products and services that Stanhope Cooper can offer which would complement your existing portfolio. You can opt out from this at any point.

## How long do we retain your details?

The information you provide will be kept for as long as we need it to administer your policy. We will then keep these details for 7 years after your policy lapses if required to by the Insurer.

## What are your rights?

At any time you can ask to view the information that we hold on file for you. If for any reason the information is incorrect you can ask for it to be updated or even deleted. In addition you can ask that we restrict the use of your data, object to how we use your data or completely stop using the information we hold on file. However please note that if we do not hold all the relevant details this will affect our capacity to manage your policy or assist in the event of a claim. Formally this is referred to as:-

a data subject access request  
the right of rectification  
the right to be forgotten  
the right of restriction  
the right to object

If you wish to exercise any of these rights or have any questions about how we use your personal information you can do so by contacting our Director:

Address:  
Cedar Court, 5 College Street, Petersfield, Hampshire, GU31 4AE  
Email: info@stanhopecooper.com  
Phone:  
0207 7769790

Or if you wish to make a complaint we encourage you to come to us in the first instance but you are entitled to complain directly to the Information Commissioner's Office (ICO) <https://www.ico.gov.uk>

## Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this notice. When that happens we will provide you an updated version at the earliest opportunity. The most recent version will always be available on our website.

# Payment Options

Once completed please return the form to Cedar Court, 5 College Street, Petersfield, Hampshire, GU31 4AE.

## Credit/Debit Cards

We accept most major credit/debit cards. Please refer to our terms of business for details of charges. If you wish to use this method please contact the office.

## Bank Transfer

This can be paid directly to Stanhope Cooper with no additional charge. If you wish to use this method please note our account details below.

- Bank: **Lloyds Bank**
- Account Name: **Stanhope Cooper**
- Account No.: **01539891**
- Sort Code: **30-97-06**
- Your reference: (for internal reference)

## Direct Debit

In the case that your insurer does not provide a direct debit facility, we offer our own service through Close Premium Finance with an interest charge dependent on the product. Please contact us for further information. If you wish to use this method please provide us with the following details:-

- Your bank/building society name: \_\_\_\_\_
- Your bank account number: \_\_\_\_\_
- Branch sort code: \_\_\_\_\_
- Name of the Account Holder: \_\_\_\_\_
- Address of the Account Holder (if different): \_\_\_\_\_

**Your insurer may also provide a direct debit facility. Please ask your account executive for details.**

## Client Portal

Payment can also be made through the Client Portal. Please log on to access your account and documentation. If you require your log on details please contact the office.