

STANHOPE COOPER

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

Please note that for those policies purchased online through <https://luxuryprotection.stanhopeinsurance.co.uk/>, we do not make a personalised recommendation. The policy we are offering is based on the information provided by you and includes the levels(s) of cover, policy features and additional cover options required to meet your individual circumstances. Therefore, you will need to make your own mind up as to whether the policy is suitable for you.

## 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-manufacturer of some products we offer including those provided by SCOR Managing Agency Ltd, ANT Specialty, Chubb Insurance & 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 £10,000,000 in aggregate (for all claims made)..

## 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 customers' 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/installment 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**

**£25 – 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](mailto: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 incepted.

## 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 incepted.

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 [Rachel.living@everywhen.co.uk](mailto:Rachel.living@everywhen.co.uk).

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 [Rachel.living@everywhen.co.uk](mailto:Rachel.living@everywhen.co.uk).

## 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 [Rachel.living@everywhen.co.uk](mailto:Rachel.living@everywhen.co.uk).

## 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.

STANHOPE COOPER

# Fair Processing Notice



The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal data under current data protection law. We will update this notice as required and at least annually. Therefore, we suggest you revisit this notice periodically to keep yourself informed. The terms used in this Fair Processing Notice are based on those used by the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

## Who are we?

Stanhope Cooper Insurance Brokers Ltd, part of Ardonagh Advisory, is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we offer.

You can contact us for general data protection queries by email to: [advisorydataprotection@ardonagh.com](mailto:advisorydataprotection@ardonagh.com) or in writing to The Ardonagh Advisory Data Protection Officer, The Octagon, Colchester, CO1 1TG. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com/about-us/business-portfolio>. Please note that different parts of the group may have different data protection officers.

## What information do we collect?

To enable us to provide you with the products or services to meet your needs we will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code). Some of these details may also be required about other individuals who will benefit from the product or services we provide. In some of our call centre operations we may routinely record telephone conversations.

We may need to request and collect sensitive personal information such as details of convictions or medical history for us to provide you with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek your explicit consent to process this information as it is required by us to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to the processing of this information, then we will be unable to offer you that product or service. Where you have given consent for the processing of your data, you may withdraw that consent at any time.

Please note that typically we process data on the legal basis that it relates to a contract of insurance, or a contract to provide you with risk advice, so the right to erasure, which does not apply to personal information processed for a contractual purpose, will not be applicable in many instances. However, we may also collect personal data for marketing purposes from publicly available sources or product development purposes where it is in our legitimate interests to do so.

## How do we use your personal data?

We will use your personal data for the purposes set out in the table below:

Purpose for which we may process your data	Legal basis for processing this data
Assess and provide the products or services that you have requested; this may include a search with a credit reference bureau, or data enrichment services	Processing in connection with a contract
Communicate with you to provide our services, including risk advice	Processing in connection with a contract
Develop new products, systems and services	Legitimate interests
Undertake statistical and risk analysis	This will be on a legitimate interested basis unless we conduct specific work for you on a contractual basis
Marketing and self-promotional activity	Legitimate interests
Support monitoring and quality management of our employees and processes	Processing in connection with a contract

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We may also take the opportunity to

- Contact you about products that are closely related to those you already hold with us.
- Provide additional assistance and advice about risk and insurance news, products, or services, as part of any advised insurance services that we provide to you.
- Notify you of important functionality changes to our websites.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from other companies in the Ardonagh Group, subject to relevant marketing regulations and permissions.

From time to time we will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to Ofcom regulations and have strict processes to ensure we comply with them.

To ensure the confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Any new information you provide us may be used to update an existing record we hold for you.

## Cookies

Cookies are text files containing small amounts of information which are downloaded to your device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognises that cookie. Cookies can be useful because they allow a website to recognise a user's device. We do not use cookies on this website.

## Securing your personal information

We have implemented mandatory security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

We also require our business partners, suppliers, and third parties to implement mandatory security procedures that are equivalent to our own, to protect your information from unauthorised access, use, and disclosure.

## When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers, loss adjustors or data enrichment services, credit lenders or claims management companies) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

We, or our partners, may make searches of your credit history.

We may use firms involved in financial management regarding payment.

We may also share your data with other companies who carry out market research on our behalf and who may contact you for the purpose of obtaining feedback on the products and services we offer.

We may share corporate contact information within the Ardonagh Group of companies to assist in providing you with risk advice and keeping you informed about additional products and services. For more information on the companies within the Ardonagh Group, please click here <http://www.ardonagh.com/about-us/business-portfolio>.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested. Whenever we send information outside of the EEA, we will ensure that we have taken the appropriate steps to do so in a manner compliant with the relevant data protection legislation.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

If we provide information to a third party, we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

## How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary to meet legal and regulatory obligations).

We will typically keep information for 6 years after termination or cancellation of a product, contract, or service we provide, or the closure of a claim or complaint. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

## Your rights

There are a number of rights that you have under data protection law. Commonly exercised rights are:

- Access – You may reasonably request a copy of the information we hold about you. [ICO guidance](#).
- Erasure - Where we have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten). [ICO guidance](#).
- Correction – you may request correction of the personal information we hold about you to enable any incomplete information to be corrected. [ICO guidance](#).
- We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it. [ICO guidance](#).

## How to complain

If you have any concerns about our use of your personal information, you can make a complaint to us by email to [advisorydataprotection@ardonagh.com](mailto:advisorydataprotection@ardonagh.com) or in writing to The Ardonagh Advisory Data Protection Officer, The Octagon, Colchester, CO1 1TG.

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address:

Information Commissioner's Office  
Wycliffe House  
Water Lane

Wilmslow  
Cheshire  
SK9 5AF

Helpline number: 0303 123 1113

ICO website: <https://www.ico.org.uk>

## 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.