

BELL INSURANCE BROKERS LTD

Vaughan House 12-14 Hainton Avenue Grimsby North East Lincolnshire DN32 9BB
Telephone: 01472359052 email: quotes@bell-insurance.co.uk

TERMS OF BUSINESS, PRIVACY NOTICE and CONSUMER DUTY

Accepting our Terms of Business: By asking Bell Insurance Brokers Ltd to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the section headed 'use of personal data' specifically the paragraph explaining how 'sensitive personal data' will be used.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our 'Terms of Business' or have any questions regarding our relationship with you, please contact Bell Insurance Brokers Ltd at the above address.

The Financial Conduct Authority: Bell Insurance Brokers Ltd is an independent Insurance Broker authorised and regulated by the Financial Conduct Authority. Our Financial Conduct Authority Number is 304783. This can be checked on the FCA's website at www.fca.gov.uk/register or by contacting them on 0207 066 1000.

Our permitted business is introducing, advising, arranging dealing as agent, assisting in the administration and performance of general insurance contracts and credit broking, debt adjustment, debt administration and debt collecting in relation to insurance instalment facilities.

Our service: Helping you decide: Our role is to advise you in relation to your required insurance and after we have assessed your needs based on the information provided to us by yourself, explain the options and make suitable recommendations. Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular premiums, we do not offer advice in relation to this.

The capacity in which we act for you: In providing your service we act as an agent of the insurer. We will confirm the capacity in which we will act for your before undertaking any relevant transactions on your behalf.

Our product range and the range of insurers used: We select personal and commercial insurances from a range of insurers but for certain products, we only select appropriate products from a limited number of insurers or only offer products from a single insurer. We provide further information about this before you finalise your insurance arrangements; where we select products from a limited number of insurers you may ask us for a list of the insurers we deal with for these products. For some policies we arrange, clients will deal directly with the insurer for ongoing policy administration and claims.

If we propose using additional or alternate insurers to help place your business, we will confirm this to you in good time before any arrangements are finalised. We will not in any circumstances guarantee the solvency of any insurer.

Complaints Procedure: We aim to provide you with a high level of customer service at all times, however, if you are not satisfied please telephone 01472 359052 and speak to a member of staff who will be pleased to help with your concerns..

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are dissatisfied, you are entitled to refer the matter to the Financial Ombudsman Services (FOS), (except in the case of a business employing 10 persons or more and with a turnover or annual balance sheet total exceeding €2 million, a charity with an annual income of £1m or more or trustees of a trust with a net asset value of £1m or more). For further information, you can visit the FOS website www.financial-ombudsman.org.uk

Financial Services Compensation Scheme: We are covered by the FSCS. You may be entitled to compensation from the scheme if we are unable to meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- . 90% of the claim, without any upper limit;
- . 100% of the claim without any upper limit for
Compulsory classes of insurance (such as Third Party Motor or Employers Liability); and

'pure protection' contracts, professional indemnity insurance and general insurance claims arising from the death or incapacity of the policyholder owing to injury sickness or infirmity, or where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance

Further information about compensation scheme arrangements is available from the FSCS on telephone number is 0800 678 1100 or 0207 7741 4100 or www.fscs.org.uk. Please refer to the policy document for details.

Payment for our services: We normally receive commission from insurers, product providers and where applicable finance providers. We also charge you for handling your insurances and arranging your premium finance is as follows:

Insurance Charges:

Business and Renewal Administration/Policy Fee	£ 40.00
Mid Term Adjustments:- not exceeding	£ 20.00
(The adjustment charge may vary depending on the nature of the adjustment, will be representation of the work involved and will not exceed £20.00)	a fair
Policy cancellation of insurance policies	£ 20.00
Optional Legal Expenses for Private Motor and Commercial Vehicle policies	£ 20.00
Optional Legal Expenses for Taxi policies	£ 20.00
Charge in respect of a cheque being returned or requiring re-presentation	£ 6.00

From January 2018 charges will no longer be applied to credit card payments under the new Payment Services Directive 2. This ruling is part of the Consumer Rights (Payment Surcharges) Regulations 2012.

In certain circumstances a higher administration / policy fee may be charged at new business depending on the time and resources used to obtain quotations. Those policies that are charged a higher administration / policy fee Bell Insurance Brokers Limited will provide a full breakdown of the premium calculations and charges at the quotation stage to enable the customer to make an informed decision.

You will receive a quotation which will advise of the total price to be paid, and which identifies any fees, taxes and charges separately from the premium before your insurance arrangements are concluded.

Policies not paid by Monthly Direct Debit

Full payment of the premium and fees is due before cover commences, or as otherwise stated in the invoice and Demand and Needs statement. Failure to pay the premium due will mean that your insurance policy might not commence or that it will be cancelled.

We also draw your attention to the sections headed 'cancellation of insurances' and 'ending your relationship with us'.

Payments

We accept payment by cash, postal order, cheque and most debit or credit cards. Clients may be able to spread payments through an Insurance Company instalment scheme or a credit scheme arranged with Close Premium Finance. Full information about the deposit and monthly payments will be included in the Demands and Needs document. Confirmation of credit charges and APR will be notified to clients direct by the Insurance Company or Finance Company in due course. We also receive income from our Finance Company for polices set on finance to cover the extra work and administration costs.

Cancellation Rights and Charges: You need to make any request for the cancellation of a policy in writing or by phone and any relevant Certificate of Insurance must be returned to the office of Bell Insurance Brokers Ltd. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires, this may also apply where a claim is in process or pending. An Insurance Company may provide a 14-day 'Cooling Off Period' for a client to decide whether to continue the Insurance Policy for the full policy year. This is subject to certain terms and conditions and if an insurance policy is cancelled Insurance Companies may charge a minimum premium or short period rate. Clients are advised to refer to the policy document for details of insurer charges and procedures.

Ending your relationship with us: Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you. Your instructions may be given in writing or verbally and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions.

Handling Money: Bell Insurance Brokers Ltd financial arrangements with most insurance companies is on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances, such monies are deemed to be held by the insurers which your insurance is arranged with. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust account set up in accordance with FCA rules. Interest earned on monies held in such a Statutory Trust account will be retained by us.

Consumer Responsibilities: As a consumer, you are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal of if you make a mid-term amendment to your policy,

If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

If you are a commercial customer you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you, or where applicable, your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances resulting to the risk:
- Any particular concerns which led you to seek insurance cover for the risk,
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance including contractual obligations
- Criminal Convictions
- History of bankruptcy, criminal convictions / prosecutions and past or outstanding county court judgements
- History of Insolvency, Liquidation
- Traffic offences, medical conditions / disabilities and claims or losses for all drivers
- Modifications of vehicle
- Non-standard construction of property and/or, listed buildings and accurate replacement valuations. -
Property Insurance: period of un-occupancy

It is also important that clients ensure that all statements made on proposal forms, proof of no claims discount, claim forms and other documents are full and accurate.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size and complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and retain the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

For full details of the policy cover clients should refer to their Insurance Company policy document and policy schedule or contact ourselves should you not understand any aspects of your insurance policy or cover.

The Processing of your Personal Data

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details, medical conditions, criminal convictions and motoring offences.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances and in arranging insurance premium finance where applicable. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by contacting our office.

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm and with authorised third parties such as insurers and premium finance provider where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our General Manager Mr David Unsworth by emailing dave.unsworth@bell-insurance.co.uk or by telephoning our office on 01472 359052. How we process your personal data is detailed further within our Privacy Notice.

Telephone calls are recorded for training and monitoring purposes.

Credit Checks: We and other firms involved in arranging your insurance may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

Conflict of interest: Occasions can arise where we, or one of our clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Policy Excess and Exclusions:

A detailed explanation will be provided at the time an insurance policy is taken out in respect of all excess's and exclusions which will also be listed on the policy schedule. Please refer to the schedule and/or policy document for details of the compulsory and voluntary excesses together with full details of the policy exclusions.

Claims Notification:

Procedures in the event of a claim should be followed as per the instructions in the policy schedule and / or policy document. Clients are requested to contact the claims line direct on the number shown in that document. The claims handler will ask your name, address, policy number and full details of the loss circumstances. If the Insurance Company does not have a claims line or a client has any queries in respect of a claim they should contact Bell Insurance Brokers Ltd during office hours on 01472 359052.

PRIVACY NOTICE About

Us:

Bell Insurance Brokers Limited are a registered company in England 0464 9697. Our registered address is Vaughan House, 12-14 Hainton Avenue, Grimsby, DN32 9BB.

The Purpose of this Notice:

This Notice is designed to help you understand what kind of information we collect in connection with our products and services and how we will process and use this information. In the course of providing you with products and services we will collect and process information that is commonly known as personal data.

This Notice describes how we collect, use, share, retain and safeguard personal data.

This Notice sets out your individual rights; we explain these later in the Notice but in summary these rights include your right to know what data is held about you, how this data is processed and how you can place restrictions on the use of your data.

What is Personal Data?

Personal data is information relating to an identified or identifiable natural person. Examples include an individual's name, age, address, date of birth, their gender and contact details.

Personal data may contain information which is known as special categories of personal data. This may be information relating to an individual's health, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic and biometric data, or data relating to or sexual orientation. Personal data may also contain data relating to criminal convictions and offences.

For the purposes of safeguarding and processing criminal conviction and offence data responsibly, this data is treated in the same manner as special categories of personal data, where we are legally required to comply with specific data processing requirements.

Personal Data we collect:

In order for us to arrange and administer insurance for you we will collect and process personal data about you. We will also collect your personal data where you request information about our services, customer events, promotions and campaigns.

We may also need to collect personal data relating to others in order to arrange and administer insurance. In most circumstances, you will provide us with this information. Where you disclose the personal data of others, you must ensure you are entitled to do so.

You may provide us with personal data when completing online quote or contact forms, when you contact us via the telephone, when writing to us directly or where we provide you with paper based forms for completion or we complete a form in conjunction with you.

We will share your personal data within our firm. This is normal practice within the insurance industry where it is necessary to share information in order to place, quantify and underwrite risks, to assess overall risk exposure and to process claims. It is also necessary to determine the premium payable and to administer our business.

We also share personal data with authorised third parties, this is necessary where we are required to do so by law, where we need to administer our business, to quote for, source, place and administer your insurances (including arranging insurance premium finance), to perform underwriting activities and to process claims.

Some examples follow:

- . Insurers
- . Underwriters
- . Premium finance providers
- . Credit reference agencies
- . Debt recovery agencies
- . Claims handling companies
- . Loss adjusters
- . Insurance brokers
- . Reinsurers .
- Regulators

Where we collect data directly from you, we are considered to be the controller of that data i.e. we are the data controller. Where we use third parties to process your data, these parties are known as processors of your personal data. Where there are other parties involved in underwriting or administering your insurance they may also process your data in which circumstance we will be a joint data controller of your personal data. A data 'controller' means the individual or organisation which, alone or jointly with others, determines the purposes and means of the processing of personal data. A data 'processor' means the individual or organisation which processes personal data on behalf of the controller.

As a provider of insurance services, we will process the following categories of data:

- Personal data such as an individual's name, address, date of birth, gender, contact details and details of historic claims
- Special categories of personal data such as health and details on historic claims resulting in injury (physical and physiological)
- Data relating to criminal convictions and offences such as details of driving offences or insurance fraud

Please be made aware, If you object to the collection, sharing and use of your personal data we may be unable to provide you with our products and services.

For the purposes of meeting the Data Protection Act 2018 territorial scope requirements, the United Kingdom is identified as the named territory where the processing of personal data takes place.

If you require more information about our insurance processes or further details on how we collect personal data and with whom we share data with, please contact our General Manager David Unsworth on 01472 359052 or by emailing dave.unsworth@bell-insurance.co.uk.

Why do we need your Personal Data?

We will use your personal data for the performance of our contract with you, to quote for and provide you with insurance products and services, to process claims and renewals, to administer your policy and our business, to respond to any requests from you about services we provide and to process complaints.

In purchasing our products and services you should understand that you are forming a contract with us. If you contact us for a quote or request details on the services we provide, we consider ourselves as having a legitimate business interest to provide you with further information about our services.

In some situations we may request your consent to market our products and services to you, to share your data. Where we require consent, your rights and what you are consenting to will be clearly communicated to you. Where you provide consent, you can withdraw this at any time by contacting our office.

We will retain your personal data at the end of any contractual agreement including special category and criminal conviction data for a period of 3 years in respect of personal lines policies (ie: motor , home,) and 7 years in respect of commercial policies.

Where you have submitted a claim, we will retain your data at the end of any contractual agreement for a period of 3 years in respect of personal lines policies (ie: motor , home,) and 7 years in respect of commercial policies.

Where you have requested a quote, or contacted us for details of our services and products, we will retain your personal data for 2 years. Where you make a complaint we will retain the data for 3 years. Where you or law enforcement agencies inform us about any active investigation or potential criminal prosecution, we will comply with legal requirements when retaining this data.

The retaining of data is necessary where required for contractual, legal or regulatory purposes or for our legitimate business interests for statistical analysis (profiling) and product development and marketing purposes

Sometimes we may need to retain your data for longer, for example if we are representing you or defending ourselves in a legal dispute or as required by law or where evidence exists that a future claim may occur.

You should be aware that we use automated decision making services and techniques to check for customer suitability to our products, for example we might perform a credit search to check an individual's solvency and credit rating.

Please contact our office on 01472 359052 if you have any questions or objections relating to the use of, your data, the retention of your personal data or the use of automated decision making services and techniques.

Your Rights

Individuals are provided with legal rights governing the use of their personal data. These grant individuals the right to understand what personal data relating to them is held, for what purpose, how it is collected and used, with whom it is shared, where it is located, to object to its processing, to have the data corrected if inaccurate, to take copies of the data and to place restrictions on its processing. Individuals can also request the deletion of their personal data.

These rights are known as Individual Rights under the Data Protection Act 2018. The following list details these rights:

- ☐ The right to be informed about the personal data being processed;
- ☐ The right of access to your personal data;
- ☐ The right to object to the processing of your personal data;
- ☐ The right to restrict the processing of your personal data;
- ☐ The right to rectification of your personal data;
- ☐ The right to erasure of your personal data;
- ☐ The right to data portability (to receive an electronic copy of your personal data); ☐ Rights relating to automated decision making including profiling.

Individuals can exercise their Individual Rights at any time. As mandated by law we will not charge a fee to process these requests, however if your request is considered to be repetitive, wholly unfounded and/or excessive, we are entitled to charge a reasonable administration fee.

In exercising your Individual Rights, you should understand that in some situations we may be unable to fully meet your request, for example if you make a request for us to delete all your personal data, we may be required to retain some data for taxation, prevention of crime and for regulatory and other statutory purposes.

You should understand that when exercising your rights, a substantial public or vital interest may take precedence over any request you make. In addition, where these interests apply, we are required by law to grant access to this data for law enforcement, legal and/or health related matters.

The flow of data within the insurance sector is complex and we ask you to keep this in mind when exercising your 'rights of access' to your information. Where we may be reliant on other organisations to help satisfy your request this may impact on timescales.

If you require further information on your Individual Rights or you wish to exercise your Individual Rights, please contact our General manager Mr David Unsworth by emailing dave.unsworth@bell-insurance.co.uk or by writing to Bell Insurance Brokers Limited, Vaughan House, 12-14 Hainton Avenue, Grimsby, DN32 9BB.

Protecting your Data

We will take all appropriate technical and organisational steps to protect the confidentiality, integrity, availability and authenticity of your data, including when sharing your data within our firm and authorised third parties.

Data Privacy Representative

To ensure data privacy and protection has appropriate focus within our organisation we have a Data Privacy Representative who reports to our senior management team. The Data Privacy Representative's contact details are as follows: Andrew Smith / email: andy.smith@bell-insurance.co.uk

How to Contact us / Complaints

If you have any questions regarding this Notice, the use of your data and your Individual Rights or you are dissatisfied with any aspect of the way in which we process your personal data please contact our General Manager, Mr David Unsworth. You also have the right to complain to the UK's data protection supervisory authority, the Information Commissioner's Office (ICO). The ICO may be contacted via its website which is <https://ico.org.uk/concerns/>, by [live chat](#) or by calling their helpline on 0303 123 1113.

Our Commitment To You - Financial Conduct Authority and the new Consumer Duty

The Financial Conduct Authority set out plans in 2021 for a new Consumer Duty with the aim to achieve a higher level of consumer protection in retail financial markets for firms to adhere to. The new Consumer Duty will come into effect from 31st July 2023 and Bell Insurance Brokers Limited is committed to the duty principles in addition to the high standards of customer service already implemented in our business procedures.

Firms are already bound by Financial Conduct Authority rules and principles to treat customers fairly and many firms are delivering the right outcomes for customers, including good products and services at fair prices, supported by high standards of customer service and clear communications.

As part of the FCA's ongoing work to monitor and address behaviour that could lead to poor outcomes for consumers, the FCA has expanded its existing rules and principles to ensure firms provide a higher level of consumer protection consistently which will enable consumers to get good outcomes.

The new Duty will drive a shift in culture and behaviour for firms, meaning that consumers always get products and services that are fit for purpose, that represent fair value and are clearly communicated and understandable. This will help, rather than hinder, consumers to make good choices and be confident that they will receive good customer services.

The Consumer Duty, which firms will have to follow will have 3 key elements:

1. The Consumer Principle, which will effect the overall standards of behaviour the FCA expects from firms. The wording being consulted on is: 'a firm must act in the best interests of retail clients' or 'a firm must act to deliver good outcomes for retail clients'.
2. Cross-cutting rules which would requires 3 key behaviours from firms, which include taking all reasonable steps to avoid foreseeable harm to customers, taking all reasonable steps to enable customers to pursue their financial objectives and to act in good faith
3. It will also be underpinned by a suite of rules and guidance that set out more detailed expectations for firm conduct in relation to 4 specific outcomes – communication, products and services, customer service and price and value

The new rules will require firms to focus on supporting and empowering their customers to make good financial decisions and avoiding foreseeable harm at every stage of the customer relationship. Firms will have to provide consumers with information they can understand, offer products and service that are fit for purpose and provide helpful customer service.

The Consumer Duty is a cornerstone of the FCA's three-year strategy and a key element of their work to set and test higher standards within the financial services industry. The rules and guidance the FCA are introducing come into force on a phased basis: for new and existing products or services that are open to sale or renewal, the rules come into force on 31st July 2023

Overview of the requirements of the Duty

The duty requires firms to act to deliver good outcomes for retail customers. Firms must:-

- . Act in good faith towards customers
- . Take all reasonable steps to avoid causing foreseeable harm to consumers (whether by act or omission)
- . Take all reasonable steps to enable and support consumers to achieve their financial objectives . Firms must also consider the diverse needs of their customers, especially those with characteristics of vulnerable customers.

Consumer Duty rules and guidance ensure that:

- . All products and services for retail customers to be fit for purpose, designed to meet consumer's needs, and targeted at those customers.
- . Products and services provide fair value with reasonable relationship between the price consumers pay and the benefit they receive.
- . Firms must communicate in a way that supports consumer understanding and equips consumer to make effective, timely and properly informed decisions.
- . Customers have the ultimate responsibility for choosing whether to buy a product or service but they should be able to do so in the knowledge that the product or service provides value for money.

At Bell Insurance Brokers Limited we pride ourselves in providing a comprehensive professional service of the highest integrity and positive attitude throughout the term of a customers' policy. Dedicated client support in respect of claims and policy changes is of the utmost importance. If, at any time during your policy period, you feel that we are not understanding of your insurance requirements please do not hesitate to contact our office on 01472 359052. All phone calls are monitored to ensure the consistent quality and the highest level of customer care and service.

