

Client Terms of Business Agreement

FE Protect Limited are authorised and regulated by the Financial Conduct Authority under Financial Services Register number 799020. You can check our status and permissions at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

LAW AND LANGUAGE

This Terms of Business 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.

ACCEPTANCE

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully and, if you do not agree to any part of the information, please tell us. **We assume that you accept the terms of this agreement unless we hear from you.**

THE REGULATOR

The Financial Conduct Authority is the independent watchdog that regulates financial services.

As directly authorized we are able to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance. We do not however give advice on matters relating to long term insurance contracts, such as but not limited to: term assurance, shareholder protection, keyperson insurance, critical illness

We are also permitted to undertake consumer credit activities such as Credit Broking (where we act as a credit broker) and Debt Administration.

PRIVACY NOTICE & DATA PROTECTION

We will process your data responsibly, fairly and in strict accordance with the General Data Protection Regulations (GDPR) effective 25th May 2018. These regulations replace the Data Protection Act 1998 (DPA) and require wider disclosure of compliance than the previous DPA, 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 rights as an individual data subject; 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 Privacy Notice. This can be found on the terms page of our website, alternatively you can obtain a copy by writing to us. It is vitally important to take time to read this document carefully as it contains full details of the basis on which we will process, such as collecting, using, sharing, transferring and storing your information.

It is also your obligation to ensure you show this notice to all parties related to any 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 a copy of the privacy notice, or any further information about our approach to the GDPR you can write to or e-mail our Compliance Manager at Andy Thomson, FE Protect Limited, 20-24 Faraday Road, Wavertree Technology Park, Wavertree, Liverpool, L13 1EH. athomson@feprotect.co.uk

OUR SERVICE

We can act both as agent of the 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.

Our service includes advising you on your insurance needs, providing a personal recommendation, arranging insurance cover with insurers or other intermediaries to meet your requirements and assisting you with any ongoing changes that you may have to make. As part of our service we will assist you with any claim that you need to make.

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

Where it is agreed that we will only provide advice, or are appointed to act for you in respect of a particular aspect or aspects of risk, we will make this clear in any correspondence with you and cannot be held liable for inadequacies in any other risk prevention measures you may have in place.

If you mislay your policy at any time, we will arrange a replacement policy document, if you request it.

OUR FEES, COMMISSION AND CHARGES

We usually receive a commission from the insurance provider with whom we place your

business, and in such a case, the commission will be due 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 insurance provider will determine which of the two methods above is used to make this transfer of commission. Commissions are based on the premium you pay, **net of any IPT (see below)**. 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. We may also receive a commission or fee for passing introductions to other professional firms.

Policies voided or cancelled from inception by insurers will be treated as a cancellation and we will retain any commission and fees before returning the net premium to you. By accepting these terms of business, you agree that we may retain the portion of the premium that relates to the entire commission that would have been due to us.

Occasionally we may arrange a policy on which we earn no commission (a 'net-premium policy') and in these cases we will advise you of the arrangement fee before you take the policy out. Specific charges, which apply to individual policies, will be advised to you prior to the commencement of each contract applicable to that policy.

We can also charge fees for our professional services which will be agreed with you in advance of commencement of the contract.

The amount and purpose of any additional charges will always be advised to you in advance.

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

The contract is considered formed when you instruct us to bind the risk with Insurers which may or may not be the date the insurance period commences but is usually prior to it. This is the material point at which our entire remuneration is due. It may comprise of commission paid by Insurers and fees from you. Although the commission is paid by Insurers it is your instructions to enter into the contract with them that enables us to earn it.

The commission and fees are charged in respect of the services that we provide as your broker and in the event that you do not

proceed with the contract, we reserve the right to recover the amount of any commission or fee that would have been due to us from you.

RETURN PREMIUMS

These arise where a policy is amended resulting in a reduction in the premium or where a policy is cancelled. In these cases, we pay a refund to the insurer of part of our original commission. This amount will be deducted from the final amount refunded to you.

OUR SELECTION (FAIR & PERSONAL ANALYSIS)

We offer products from a wide range of insurance companies and other insurance intermediaries.

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 & Personal Analysis of the market available to us.

Sometimes we may only approach two or three insurers or in some cases, we may only approach one insurer, in either case we will tell you the basis as part of our selling process. You can request a list of the companies that we have approached.

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 AM 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. We will hold your money in a **non-statutory trust insurer bank account** in accordance with our agreements with Insurance Companies that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to you.

Holding your money in these ways 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.

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.

If you choose to enter into 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 any 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.

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.

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

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. 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.

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, either by calling our main office telephone 0151 601 6324, or you can write to or e-mail Andy Thomson, FE Protect Limited, 20-24 Faraday Road, Wavertree Technology Park, Wavertree, Liverpool, L13 1EH. athomson@feprotect.co.uk

If we are unable to resolve the issue to your satisfaction by the end of the following business day following the receipt of your complaint, we will formally investigate the matter. You will receive a prompt acknowledgement of the matter together with a copy of our complaints process within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of the position at no later than 4 weeks and 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 on **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, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. www.financial-ombudsman.org.uk. **Not all customers of UK financial services companies are eligible.**

A full copy of our complaints 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.

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. **Not all customers of UK financial services companies are eligible.**

INSURANCE PREMIUM TAX (IPT)

Your premium detailed in the policy will show 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.

Some policies are subject to Value Added Tax (VAT) not IPT and should the rate of VAT be amended by the Government your premium will be amended by the insurer to reflect the change.

TERMINATION

You may cancel this agreement with us at any time. You must provide at least 30 days written notice of instructions. We also reserve the right to cancel this agreement at any time. In any event, we will provide you with reasonably sufficient time to re-arrange your insurance and we will notify you of termination in writing together with an explanation if appropriate.

With effect from termination (for whatever reason) we shall have no further obligation to perform any services for you and all sums payable by you or us to each other shall become due and payable.

We:

Shall be entitled to all fees and commissions including brokerage that have been paid or are due to be paid for insurance policies already placed;

May continue to handle claims on policies we have placed for you at your request but only if we are able to do so and can agree an appropriate remuneration.

LIMITATION OF LIABILITY

1. This section forms part of our Terms of Business. We accept instructions to act on your behalf strictly subject to the following limitation upon our liability.

2. Our liability to you for any act or omission contractually or otherwise (including, but not limited to, our negligence and/or the negligence of any other parties in respect of which we are legally liable to you), whether such liability be in damages, equitable

compensation or otherwise, shall not exceed the sum of £1,000,000 or its equivalent from time to time in Euros or any other relevant or appropriate currency in respect of any one transaction or series of related transactions. This figure has been carefully chosen in order to enable us to offer reasonable redress to our clients in the event of a claim, whilst enabling us to retain competitive levels of fees and commissions and make appropriate arrangements to ensure that any proper claim is met.

This section does not apply to awards made by the Financial Ombudsman Service in the exercise of his compulsory jurisdiction.

3. In section 2 above:

i. "negligence" means a breach of any obligation upon us to take reasonable care, whether that obligation is imposed by virtue of a term (express or implied) of any relevant contract, or by the law of negligence or otherwise;

ii. "transaction" means any professional service provided by us to you, including (but not limited to) the arranging of insurance, advising on insurance cover and/or on particular wordings, notification of claims to insurers, and claims handling generally;

iii. "a series of related transactions" has its ordinary meaning (save that "transaction" has the meaning given at (ii) above), but includes (without limitation), (a) transactions concerning, connected with or arising out of the same policy of insurance or reinsurance arrangement, or (b) where different policies or arrangements insure or reinsure (as the case may be) all or some of the same risks, transactions concerning, connected with or arising out of some or all of those policies or arrangements.

4. We are always prepared to discuss increasing the limit of our liability specified in this section in relation to any individual engagement, if particular reasons exist, but we reserve the right to decline to increase the limit or (in the event that we agree to increase it) to make an additional charge or to impose alternative or additional conditions. No agreement to increase the limit shall be valid unless made in writing and signed by a director of FE Protect Limited.

5. Under these Terms of Business, you agree not to make any claim against any employee, director, consultant or other individual connected with FE Protect Limited. In accordance with paragraph 6 below. However, it is also understood and agreed that if for any reason the provisions of paragraph 6 hereof are held to be invalid or unenforceable in whole or in part, any claim made by you against any employee, director, partner, consultant or other individual connected with us is also subject to the limit of liability of £1,000,000 contained in this clause, and you understand and agree that

any such individual may avail himself of this limitation.

6. You agree:

i. That your remedies in relation to the provision of professional services by us, arising out of or in connection with this engagement, lie exclusively against us and not against any employee, director, consultant or partner as individuals;

ii. That you will not make any claim and/or bring any legal proceedings against any employee, director, partner, consultant or other individual, in respect of any act or omission by any such person or persons (whether negligent or not).

7. You understand and agree that the provisions of this clause may be enforced by an employee, director, partner, consultant or other individual connected with us in accordance with the Contracts (Rights of Third Parties) Act 1999



PRIVACY NOTICE

Please take time to read this document carefully as it contains details of the bases on which we will process (collect, use, share, transfer) and store your information. You should show this 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. Further information can be found at www.feprotect.co.uk/gdpr or you can e-mail dataprotectionofficer@feprotect.co.uk or write to our Compliance Manager at FE Protect Ltd.....

Use of Information

We (FE Protect Limited who is the insurance intermediary with whom you have arranged your insurance) treat your personally identifiable information strictly in accordance with The General Data Protection Regulations (GDPR) 2018.

Data Controller and Data Processor

Principally we will ensure data is processed lawfully, fairly and in an open and transparent manner and will use reasonable efforts to ensure appropriate security measures are in place against unauthorised or unlawful processing or accidental loss, destruction or damage using appropriate technical or organisational measures (such as restricting access to key people within our organisation for certain aspects of your information and periodically checking the level of security we apply to prevent unauthorised use, accidental loss, or misuse of your information)

We are governed by and shall operate strictly in accordance with contracts we have in place with our suppliers (e.g. Insurance Companies, our Software Provider, and similar providers of services to us) which set out our relationship as a processor as required by the GDPR 2018.

Lawful Bases

Collecting information about you

We will collect personal data which will include a variety of information about you (e.g. your name, address of residence, communication and contact details, and your date of birth). We will also collect, where relevant to do so, information relating to you indirectly by reference to an identifier (e.g. your IP address, which is a unique number identifying your computer, laptop or similar portable device).

Where required and appropriate to do so, we will also collect sensitive personal information (e.g. details about motoring or criminal convictions, your health, your credit history and other similarly sensitive information).

In certain circumstances (e.g. when an Insurance Company or similar provider of services to us requires us to do so) we will collect information from a variety of different sources (e.g. publicly available sources, such as social media and networking sites; third party databases generally available to the financial services sector, or broader commerce industries including, claims management firms, loss adjusters and or other suppliers appointed in the process of handling a claim or credit reference and similar agencies), including information from you regarding your past policies.

Using information about you

We use information, including sensitive information, about you, and other parties related to this insurance, because it is:

- a) necessary for the performance of or to take steps for you to enter into a contract of insurance; or
- b) necessary for compliance with a legal obligation



This includes providing you with an insurance quotation, arranging a policy, and providing administration through-out the lifecycle of an insurance arrangement as well helping you make a claim.

In certain circumstances, such as when you request a quotation, make changes to an existing policy or at each renewal of an insurance arrangement, our assessment may involve a decision to determine whether we are able to provide you with an insurance arrangement.

We will also use your information when there is a justifiable reason for doing so, such as compliance with legal obligation (e.g. for the prevention and detection of fraud and financial crime); and for the recording and monitoring of telephone calls for auditing reasons.

Sharing your information

We will share information, including sensitive information, about you, and other parties related to this insurance because it is:

- a) necessary for the performance of or to take steps for you to enter into a contract of insurance; or
- b) necessary for compliance with a legal obligation
- c) necessary to protect your interests; and
- d) necessary for a task carried out in the public interest or for an exercise of an official authority (e.g. a regulatory body)

This includes sharing your information with carefully selected third parties providing a service to us or on our behalf, insurers and or Close Premium Finance Limited or similar.

What we will not do with your information

Unless required to do so by law, or for reasons other than those outlined (see sharing your information) we will never otherwise share your personal information without good reason and without ensuring the appropriate care and necessary safeguards are in place; and we will ask you for your consent to share that information, explaining the reasons.

How long we will keep information

We will only keep and or maintain information about you for as long as is necessary in providing our products and services to you or for compliance with a legal or regulatory obligation, including the legitimate interests of a controller.

This means, we will only keep, information that is necessary to keep, purely for compliance with legal reasons, for a minimum retention period of 7 years after cessation of a product or service we have provided.

This shall be in compliance with the GDPR 2018 and using appropriate technical or organisational measures we will regularly:

- a) review the length of time we keep and or maintain information about you;
- b) consider the purpose or purposes why we hold the information about you in deciding whether (and for how long) to retain it;
- c) securely delete information about you that is no longer needed for this purpose or these purposes; and
- d) update, archive or securely delete information about you if it goes out of date.

Sensitive Data

In carrying out our duties as Data Processor we will collect sensitive information, about you, and other parties related to this insurance because it is:

- a) necessary for the performance of or to take steps for you to enter into a contract of insurance; or
- b) necessary for compliance with a legal obligation
- c) necessary to protect your interests; and
- d) necessary for a task carried out in the public interest or for an exercise of an official authority (e.g. a regulatory body)

What we mean by sensitive data includes information such as:

- a) about your health including medical conditions;
- b) motoring or other criminal convictions; and
- c) racial or ethnic origin or religious beliefs.

Use and storage of your information overseas

We will never knowingly transfer, store, or process information about you outside the European Economic Area (EEA). In any event, if we are compelled to transfer your information outside the EEA (e.g. because it is an insurance arrangement with an Insurance Company who is outside the EEA or part of a larger group of companies who pass information outside the EEA) it shall be in compliance with the conditions for transfer set out in the GDPR and or restricted to a country which is considered to have adequate data protection laws, and all reasonable steps shall typically have been undertaken to ensure the firm has suitable standards in place to protect your information.

Using our Website and Cookies

You will be asked to accept a cookie, which is a small file of letters and numbers that is downloaded on to your computer when you visit our website. This will be clearly explained to you when you visit our website and you will typically have to accept the cookie to benefit from the services our website can offer.

Cookies are operated in strict accordance with Privacy and Electronic Communications Regulations 2011 (PECR) and are widely used by many websites and enable our website to remember your preferences, recording information you have entered.

Individual Rights

You have a number of rights relating to the information we hold about you, these rights include but are not limited to:

- a) a copy of your personal information we hold (we have a maximum of one month to give you this information);
- b) rectify information, if it is inaccurate or incomplete;
- c) request the deletion or removal of your personal data where there is no compelling reason for its continued processing;
- d) suppress processing of your personal data, when processing is restricted, we are permitted to store the personal data, but not further process it. We will retain sufficient information about the individual to ensure that the restriction is respected in future (see Marketing);
- e) object to certain uses of your personal information (see Marketing);
- f) withdraw any permission you have previously provided; and
- g) complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. Contact details for the ICO are:
Wycliffe House, Water Lane, Wilmslow SK9 5AF Tel 0303 123 1113.



You can request a copy of your personally identifiable information we hold by contacting us. You have a right to data portability so we will normally, not only provide the information free of charge (however we may apply a charge where information requests are excessive) but we will provide that information in a format that is easily accessible, typically in a CSV format, should you require it to allow your information to be exchanged easily with other organisations.

Further information can be found at www.feprotect.co.uk/sar or you can e-mail dataprotectionofficer@feprotect.co.uk or write to our Compliance Manager, FE Protect Ltd.....

Marketing Section

Separately we will always ask for your permission (consent) to contact you, including the means to contact you (such as by phone, or e-mail, SMS text, or post) to tell you about;

- a) new products or services we have or are developing;
- b) trialling 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 will maintain 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 will have processes in place to refresh your consent at appropriate intervals, including any parental consents and act on withdrawals of consent (unsubscribe) as soon as we can and not penalise you if you not chosen to give or later choose to withdraw your consent.