

## Our Terms Of Business - Important Customer Information

### Introduction

This leaflet gives you important information on your rights and how we deal with you and your insurance and must be read in conjunction with the accompanying correspondence and documentation. We recommend that you read it carefully and keep it with your insurance documents. Our intention in issuing this document is to establish clearly and concisely the basis on and extent to which we will provide you with services ("the Services") in relation to each insurance policy which we arrange on your behalf.

If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you please contact our Customer Services Team at Southgate House, Southgate Street, Gloucester, GL1 1UB or by calling us on 0800 316 9842.

### 1. Regulation

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. We are authorised and regulated by the Financial Conduct Authority. The authorisation includes a number of trading names and our permitted activities as an insurance intermediary include arranging general insurance contracts. Our FCA Firm Reference Number is 310419. These details and our trading names can be verified by visiting the Financial Services Register at website <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768. Our company is registered in England & Wales. Company Registration Number 00338645, Registered Office; Registered Office; Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

For the avoidance of doubt, this document and the terms stated within shall continue to apply if, in the event that, our company name changes. If our Company Registration Number or FCA Firm Reference Number changes, you will also be notified.

### 2. Whose Products and What Service We Offer

We will only offer you an insurance product from the insurer named in the accompanying documents. We provide this under an agreement with them, which allows us to provide a quotation, confirm cover and issue policy documents to you, acting on their behalf. All quotes offered will be valid for 30 days from the day you obtain the quotation. We also collect your premium and all other insurance monies on their behalf, which we then hold as their agent in a designated account separately from the firm's money.

We accept no responsibility for the financial performance of an insurer. We will not in any circumstances guarantee the solvency of an insurer.

### 3. How Are We Meeting Your Needs

We will ask you some questions to ensure that your risk is suitable for the insurer with whom we propose to place your cover and make available any optional covers. You will then need to make your own choice about how to proceed. We won't provide you with a specific personal recommendation or advice.

### 4. How we are Paid

We receive a commission payment from your insurance company for arranging and ongoing management of your insurance policy. This amount is normally a percentage of the total annual premium you pay (excluding insurance premium tax (IPT)).

We will receive additional income from interest earned on insurance monies passing through our bank account.

### 5. Complaints and Compensation

We take all complaints seriously. If you are dissatisfied with the level of service, you have received from your insurer please follow the complaints procedure laid out in your policy document. If your complaint is regarding ourselves, please contact us:

If you have a complaint about any aspect of your insurance policy, our service or a claim, call us on 0800 316 9842 or write to: Guardcover Unoccupied Property, Southgate House, Southgate Street, Gloucester GL1 1UB email [unoccupied@guardcover.co.uk](mailto:unoccupied@guardcover.co.uk);

We will promptly acknowledge your complaint in writing.

If following our investigation and response to you, you are not satisfied with the outcome or we do not complete our investigation within 8 weeks, you may be eligible to contact the Financial Ombudsman Services (FOS). Details of this will be provided to you in our response. A copy of our complaints procedures is available on request.

If you bought one of our products online you can register your complaint via the Online Dispute Resolution (ODR) platform where you may be able to get help raising your complaint with the Financial Ombudsman Service

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS and can be found on their website [www.fscs.org.uk](http://www.fscs.org.uk). The FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, liability of ships and credit.

### 6. Claims Handling

If you need to make a claim please refer to the guidance in the relevant section of your insurance policy. Insurers generally require immediate notification of a claim or circumstances that may lead to a claim. If you need any additional assistance, please contact us.

## 7. Cancellation details

### For Direct Customers only

You have a statutory right to cancel your policy if it does not meet your requirements or for any other reason within 14 days of the date you receive your policy documents or the inception date, whichever is the latest.

On the condition that no claims have been made or are pending, we will refund your premium in full.

Thereafter, you may terminate this insurance at any time. If you have a one or three month policy, you will not receive a return of premium. If you have a six, nine or twelve month policy you will receive a pro rata return of premium. No return of premium will be given in the event that any claim has been reported to insurers.

### For Commercial Customers only

- (1) You may cancel this policy at any time after the date we have received the premium, by providing 30 days notice in writing to us.
- (2) If your policy is cancelled under (1) above and provided that there have been no
  - (a) claim(s) made under the policy for which we have made a payment
  - (b) claim(s) made under the policy which are still under consideration
  - (c) incident(s) which you are aware of and which are likely to give rise to a claim which has yet to be reported to us during the current period of insurance we may, at our discretion, refund to you a proportionate part of the premium paid for the unexpired period.
- (3) We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by us to your last known address.
- (4) We may also cancel this policy at any time by sending you not less than 30 days written notice to your last known address. We will refund a proportionate part of the premium for the unexpired period, provided that there have been no:
  - (a) claim(s) made under the policy for which we have made a payment
  - (b) claim(s) made under the policy which are still under consideration
  - (c) incident(s) which you are aware of and which are likely to give rise to a claim which has yet to be reported to us during the current period of insurance.

### Applicable to both Direct and Commercial Customers

We and/or the insurers may cancel the Policy at any time by giving you 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address.

## 8. Your Duty To Give Information – Consumer Insurance (Disclosure & Representation) Act 2012

**For consumers (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession),** please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you don't answer the

questions correctly, your policy may be cancelled, or your claim may be rejected or not fully paid. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers.

## Your Duty To Give Fair Presentation – Insurance Act 2015

For commercial customers (someone buying insurance mainly for purposes related to your trade, business or profession), unless we advise you otherwise, you have a duty to make a 'fair presentation' of the risk for which you are seeking insurance cover. This means that you must clearly disclose every material circumstance which you, your senior management or persons responsible for arranging your insurance, know or ought to know following a reasonable search, before your cover is placed, when it is renewed and at any time it is varied. Your policy wording may also stipulate that this duty continues throughout the period of insurance cover. A material circumstance is one that may influence the insurer's decision over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material you are advised to disclose it. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable, and in some cases your cover could be invalidated which would mean that a claim would not be paid.

## 9. Data Protection

We are registered with The Information Commissioners Office in the UK and we undertake to comply with the most current Data Protection Act and regulations in all our dealings with your personal data. Your personal information will be kept secure.

Our Data Protection Officer's contact details are: Data Protection Officer, PIB Group Limited, 70 Gracechurch Street, London, EC3V 0HR. Email: [dpo@pib-insurance.com](mailto:dpo@pib-insurance.com)

We collect your personal data for use by PIB Group Limited and subsidiary companies. We use this personal data for the provision of information or to fulfil the requirements of a contractual or service relationship which may exist between you and our organisation. In addition, special categories of personal data such as data about your health and criminal convictions may be processed on a public interest basis if this is necessary for insurance purposes.

If you provide personal data to us relating to any person other than yourself, you must ensure that they understand how their personal data will be used and that you are authorised to disclose it to us, and to consent to its use on their behalf.

Your data may be passed on to other insurance providers to fulfil the contract or service. More information on how the Insurance market works is available from the London Insurance Market Core Uses Information Notice available on-line here: <https://www.londonmarketgroup.co.uk/gdpr>

We may share your information with credit agencies and other companies for use in credit decisions, for fraud prevention and to pursue debtors. Specifically, if you ask us to arrange finance for your payment of premium, the companies we ask may perform a credit check. This may happen at inception and each renewal of the policy.

If you ask us to obtain insurance on your behalf outside of the European Union, you accept that personal data associated with that policy will be covered only by local data protection law and will not be covered by European or UK data protection regulations.

We may use your personal data for other similar purposes, including marketing and communications, but that will only occur if we have your consent or another legal justification for doing so. You have a right at any time to stop us from contacting you for marketing purposes.

Please be aware that telephone calls may be monitored and/or recorded.

You have the right to request access to any of your personal data we may hold. If any of that information is incorrect, you can request that we correct it. If we are not using your information correctly, you can request that we stop using it or that we delete it completely.

If you would like to make a request to see what personal data of yours we hold, you may make a request to our Data Protection Officer using the details above.

Where we have asked for your consent to use your personal data, you have the right to withdraw that consent at any time. If you withdraw your consent, we will stop using your personal data where legally possible. Any processing undertaken before your withdrawal remains valid and lawful.

## **10. Conflicts of Interest**

Occasions can arise where we, or one of our associated companies, 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 to obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

## **11. Renewal details**

We will endeavour to provide you renewal terms within a reasonable period or notify you that renewal is not being invited. Attached to the renewal terms will be a statement of any changes to the terms of the policy, and changes to any information required under EU directives, it will also contain a statement of price and information about cancellation. If we do not receive your instructions prior to the renewal date, we reserve the right to renew your policy and if you pay by instalments to continue to accept payment unless you notify us that you wish to cancel your policy, however we are not obligated to renew on your behalf. If we have assumed that renewal is required, where your instructions were not received, you may be liable to make payment to us/Insurers.

## **12. Limit of Liability – Your attention is specifically drawn to this clause which limits or excludes our liability to you**

Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £20,000,000 per claim.

In respect of any other claim arising out of our performance or non-performance of the services hereunder our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to such claim arising. If you feel that the above limits are not sufficient for you we will be happy to discuss a higher limit of liability. If agreed, this will be set down in writing and form part of these Terms of Business. Please be aware that there may be an additional charge or other terms if we agree to amend this clause, these will be discussed with you prior to any amendment taking place.

## **13. Third Party Rights**

Nothing in these Terms of Business will give any person any right to enforce any term which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

## **14. Money Laundering/Proceeds of Crime**

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

Claims payments will be made in favour of you, the insured.

## **15. Liability for Directors, Officers or Employees**

You acknowledge and agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under these Terms of Business. This clause does not in any way limit or affect our liability to you as set out below.

## **16. Termination of this agreement**

You may cancel these Terms of Business with us at any time. If you do so, we will continue to be entitled to receive any fees or commissions payable. We reserve the right to resign as your broker. If policies are to be cancelled, due notice will be given in accordance with the terms of the insurance policies. We will continue to fulfil any outstanding regulatory responsibilities to you following termination of these Terms of Business.

## **17. General**

Each of our rights or remedies is without prejudice to any other right or remedy we may have whether under a contract or not.

Our failure or delay in enforcing or partially enforcing any provision of a contract will not be construed as a waiver of any of our rights under a contract.

**18. Severability**

If any part of these Terms of Business is or becomes illegal, invalid or unenforceable then that part shall be deemed to be removed from these Terms of Business and shall not in any way affect the legality, validity or enforceability of the remaining Terms of Business.

**19. Waiver**

Your rights and our rights under these Terms of Business may be waived if specifically agreed in writing by you and us but not otherwise.

**20. Law applicable**

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

## PRIVACY NOTICE

This Privacy Notice provides details of the personal data we collect from you, what we do with it, how you might access it and who it might be shared with.

### Our Contact Information and Data Protection Officer

The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. The company is a subsidiary of PIB Group Limited.

Our Data Protection Officer can be contacted directly here:  
Data Protection Officer  
PIB Group Limited  
70 Gracechurch Street London, EC3V 0HR

Email: [dpo@pib-insurance.com](mailto:dpo@pib-insurance.com)

Tel: 0330 058 9700

### What we do with your personal data

We use the personal data you give to us to provide insurance policies and to process claims.

We may use your personal data for other similar purposes, including marketing and communications, but that will only occur if we have your consent or where, as a current or previous user of our services, we rely on a legitimate interest justification for doing so. You have a right at any time to stop us from contacting you for marketing purposes.

Please contact us to do so - see above.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance or risk sector; for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

More information on how the Insurance market works is available from the London Insurance Market Core Uses Information Notice available at <https://www.londonmarketgroup.co.uk/gdpr>

### What personal data do we collect?

We collect and use relevant information about you to provide you with insurance cover and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit.

Special categories of personal data such as data about your health and criminal convictions may be collected and processed on a consent or public interest basis if this is necessary for insurance purposes.

If you provide us with personal data about other people, for example; family members you wish to add to a policy or contract, we expect you to ensure that they know you are doing so and they are content with their information being provided to us.

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud.

### How do we look after personal data?

We restrict, secure and control all of our systems. We retain personal data only for as long as is necessary to undertake the contracts and to respond to your requests, or longer if required by law.

### How can you access your personal data?

You have the right to request access to any of your personal data we may hold. If any of that information is incorrect, you can request that we change it. If we are not using your information correctly, you can request that we stop using it or that we delete it completely.

If you would like to make a request to see what personal data of yours we hold, you may make a request to our Data Protection Officer using the details above.

Where we have asked for your consent to use your personal data, you have the right to withdraw that consent at any time. If you withdraw your consent, we will stop using your personal data where legally possible. Any processing undertaken before your withdrawal remains valid and lawful.

## **Our Supervisory Authority**

You have the right to lodge a complaint with the Information Commissioner's Office (ICO), contact details below:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire, SK9 5AF

Tel: 0303 123 1113

Web: <https://ico.org.uk/>