

# John Albion

## Terms of Business

This outlines our key commitments to you and the standard of services and quality that you can expect from us. We are committed to a high standard of integrity and openness in our relationship with you and have also detailed the action we need from you to ensure that the insurance arranged is appropriate for your needs and operates as you require. This version supersedes any previously issued terms.

### Who we are

John Albion is a trading style of One Broker (Norwich) Ltd is authorised and regulated by the Financial Conduct Authority (FCA) under reference no.516933. Lakeside 300, Old Chapel Way, Broadland Business Park Norwich NR7 0WG

You can check our status and permissions at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768. We are also authorised to undertake certain consumer credit activities.

### Our Status and services

We are independent insurance brokers which means we have the ability to search the marketplace for the most appropriate policies for you (known as a 'fair analysis' of the market). Having assessed your needs, we will advise you on the policies we feel are most suitable. In respect of certain covers using our knowledge of the market we will choose to deal with either a single provider or a limited number of providers. Where this is the case we will advise you of this. Some Insurers may have delegated their authority to us either to underwrite the policy or settle claims payments on their behalf. Where this occurs, we will still act as your agent, acting in your best interests when sourcing a suitable policy.

Where policies are transacted online and for policies where we do not provide advice or a recommendation you will need to make your own choice, but we will provide you with sufficient information for you to make an informed decision.

### Duty of Disclosure

#### ***Consumers' Responsibility to Provide Information (individuals who are taking out insurance not related to their trade, business or profession)***

You must take reasonable care to answer all questions honestly and to the best of your knowledge, and if you volunteer any other information, you must ensure that the information is not misleading. If any information that you have provided to us changes before you take out your insurance, during the life of the policy or at renewal, you must inform us of the change. If you deliberately, recklessly or carelessly misrepresent any information in relation to this insurance then your policy may be cancelled without refund, or treated as if it never existed, or your claim rejected or not fully paid.

#### ***Commercial Customers' Duty to Provide Information***

The Insurance Act imposes a duty of fair presentation, it is your responsibility to disclose all material information which you know or ought to know or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries in order to make a 'fair presentation of the risk' to insurers. This must involve a 'reasonable search' which must include consultation with senior management, colleagues or other parties to which the insurance relates or who carry out outsource functions that may have knowledge of your business so that all matters can be identified which may affect the decisions of the insurers. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith. Failure to answer any questions in a proposal form accurately or to make a 'fair presentation' could affect your policy cover and may lead to claims not being paid, not paid in full, additional terms applied or even the policy being avoided from inception. If you are in any doubt about any point in relation to material facts please contact us immediately.

### Confirmation of Cover

We will provide you with written confirmation that cover has been effected, and if applicable, cover notes and the terms and conditions thereof together with details of the insurers involved, promptly and within 7 days (consumers) or 30 days (commercial customers) of inception of cover. You agree to review all information upon receipt and advise us immediately if

the details of the cover do not meet with your approval, or do not reflect the instructions previously given to us and in particular if any cover you require is excluded.

### Cancellation

As a consumer (i.e. someone who is acting outside their trade or profession) you will normally have a legal right to cancel policies for any reason, usually subject to no claims having occurred, within a 'cooling off' period of 14 days of the inception date of your policy or from receiving the full terms & conditions whichever is the later. Examples of exceptions to this right would be in respect of travel policies or policies of less than one month duration.

Following cancellation, a charge may apply for the period of cover provided and depending on the type of policy we may make an administration charge.

For commercial customers your policy documents will detail your cancellation rights.

For all types of policies, mid- term cancellations outside any cancellation terms are refunded Net of commission.

We have the right to instruct cancellation of your policy for non- payment of premium by giving you 7 days' notice in writing or by email to the latest contact details we have recorded for you, in the medium that is our usual method of communication with you.

### Payment of premium

We will advise you of all premiums due from you to Insurers usually by means of an invoice. Unless otherwise stated or agreed payment will be due immediately or on attachment of cover. We normally accept payment by cheque, electronic transfer or most credit and debit cards. You may also be able to spread your payments through Insurers 'instalment schemes' or via a credit financing scheme, which we arrange with a third-party finance provider. We can give full information about your payment options when we discuss your insurance requirements or on request.

Non- payment of premiums may lead to the policy being cancelled. In such cases, we will endeavour to contact you but where this has not been possible, and premiums remain outstanding cover may cease. Where renewal is invited, and the policy is paid by monthly direct debit we will issue notice to you and to ensure you are not left without cover, the absence of a response will be deemed as your consent to cover being renewed automatically. We have no obligation to fund any premiums on your behalf and you agree that settlement of premiums in good time is your responsibility. Receipts for payment will be provided on request.

It is not our practice to accept premium payments in cash.

We hold all client money in a statutory trust account which will protect your money in the unlikely event of the failure of this firm or failure of the bank. In accordance with the FCA rules this account only allows us to pay the insurer with monies you pay us for a particular policy. Rebates can only be released to you once we have received the money from insurers and for this reason it is not possible for you to offset refunds against premiums owed on another policy. In the majority of cases we will hold your money on behalf of a provider with whom we arrange your policy as their agent. This means that any payment you make to us will be deemed to have been paid to the provider/Insurer, known as 'risk transfer'. We may pass the money you pay to us to another intermediary, but this will only be where it is a necessary part of the process of arranging cover for you.

If we retain interest earned on the account, by accepting these Terms of Business you give your consent for us to retain such interest.

### Costs and remuneration

We will be remunerated for arranging the insurance in the form of commission (which is a percentage of the premium)

We will not impose any policy fees or charges in addition to the premium required by the insurer without first disclosing the amount to you. If fees are charged in addition to commission this could be when earnings based only on commission would make the business uneconomical to handle. Where there are additional fees in respect of administration costs these are detailed below.

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 and commercial customers are entitled to be provided with details of our total earnings relating to their policies.

Where finance is arranged to facilitate payment of premiums we act as a credit broker and not the lender. In such arrangements, we act as an introducer but we do not charge a fee for this service.

In addition to commission we may be entitled to benefit from earnings which we are able to generate due to volume and/or profitability of business placed with certain insurers or premium finance providers and through management of cash balances held on behalf of insurers and clients which are not identifiable to any specific client.

In the normal course of operating as insurance brokers we sometimes ask other intermediaries to assist us in responding to your instructions where we believe this is to your benefit. These intermediaries will usually be remunerated by commission &/or a fee which will be included in the premiums charged. Where Introducers have been involved we may pay them commission for introducing business to us.

#### Limitation of Liability applicable to commercial customers ONLY

Unless we agree otherwise the aggregate liability arising under these terms of business and the relationship with you as insurance brokers shall be limited in respect of any claim for losses (including a claim for breach of contract, tort, or breach of statutory duty) to a maximum of £10,000,000. This limit shall not apply to any one claim or any series of claims arising from one incident, however there is no limit in respect of any claim:

- I. for personal injury or death caused by our negligence
- II. which results from us failing to meet our regulatory obligations
- III. which results from any fraudulent act(s) (including theft or conversion) by us

#### Claims

It is essential that claims, or circumstances which could give rise to a claim, are notified immediately in order that we may protect your interests under the policy. Such notification should include all facts concerning the claim. **Failure to do so may entitle the insurers to deny claims.** Some policies have strict notification periods after which a claim cannot be accepted. Your Policy wordings will describe in detail, the procedures and conditions attaching to making a claim. Any letter or notice against you writ or summons should be sent to us immediately unanswered. You should not admit liability or agree to any course of action other than emergency measures to minimise your loss, until you have agreement from your insurers.

#### Data Security, How we use your Data & Credit Checks

We will treat any information received by us from you as confidential and where appropriate in accordance with data protection legislation. Such information or information from other sources in the course of our dealings with you may be used to facilitate the provision of the services applied for or requested. For this purpose, we may share your data with third parties, insurers and agents. We may share information with our own insurers and professional advisers on terms that preserve confidentiality or where we are required by law or by order of the court to disclose such confidential information. However, we will not be bound to keep any information confidential where it is or becomes in the public domain, it was already known to us or becomes known to us independently of you, or you authorise us to disclose such information. We may use providers which may involve, without limitation, carrying out credit checks to verify identity and for the detection and prevention of crime and fraud &/or for the provision of premium finance. One Broker Ltd is the holding company of Knowlden Titlow Insurance Brokers Ltd, NWBIB Ltd, PJ Weller & Son Ltd and Gibbs Denley Insurance Services Ltd and by accepting these terms you agree from time to time we may disclose your information to other entities owned by One Broker Ltd. Where data is shared within the group this will be where we feel this will enhance our service to you by pooling knowledge or for training purposes.

We may use this information that we hold about you to offer you other services that we think might be of interest to you. If you prefer not to receive information about these services please advise the Compliance Officer at One Broker, Lakeside 300, Old Chapel Way, Broadland Business Park, Norwich NR7 0WG. We will take appropriate steps to make sure that any money, documents, other property or information that we handle or hold on your behalf is secure. Details on how we handle your personal data can be found in the Privacy Notice – Personal Information section of this document

#### Market security

In selecting the appropriate market for your insurance, we cannot guarantee the future financial stability of any insurer to meet policyholder obligations and therefore the final decision on their suitability rests with you. The insurance industry has several companies that monitor the financial strength of insurers. We endeavour to ensure the best possible protection for your security by not using insurers that fall below BBB for Standards & Poor's. Any Insurer that falls below this criteria at the time of placing or renewing your policy will be identified to you. Where this data is not available to us or insurers are 'unrated' we will use all reasonable endeavours to monitor, using publicly available information, the financial standing of insurers and to use only Insurers who have a satisfactory financial status.

If you have any concerns about the security offered, please contact us immediately to discuss the matter.

## Complaints

If at any time you have a complaint about the services that we provide for you please contact The Group Compliance Manager c/o One Broker, Lakeside 300, Old Chapel Way, Broadland Business Park, Norwich NR7 0WG. We will acknowledge it promptly, explain how we will handle your complaint and indicate when you may expect our reply. We will keep you reasonably informed as to the progress but will provide a formal written response after 8 weeks from receipt of the original complaint. If the complaint can't be resolved within this timescale we will write with an explanation as to the progress and likely timescale involved.

If you are still dissatisfied you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) Exchange Tower, Harbour Exchange Square London E14 9SR. The FOS helpline is 0800 023 4567 (free from a 'fixed line' or mobile phones) or 0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). Your Insurer also operates a complaints procedure details of which will be in your policy documentation.

Although the Financial Ombudsman Service is the primary point of contact in the UK if you remain dissatisfied, we are also required to make you aware of a European scheme which caters solely for products and services bought on-line. This scheme is known as the 'Online Dispute Resolution' (ODR), however disputes in the UK are likely to be directed to the FOS. Further information is available at the following link <http://ec.europa.eu/odr>.

## Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we, or insurers (if covered by the FSCS) cannot meet your obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS [www.fscs.org.uk](http://www.fscs.org.uk) or you can call the Freephone number **0800 678 1100** or **020 7741 4100**

## Money Laundering, Financial Sanctions & Proceeds of Crime Act

UK money laundering regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. We are also required to cross check you/ your company/business name against the HM Treasury Financial Sanctions consolidated list as part of this process. We are also obliged to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

## Governing Law

This contract is governed by English Law and parties submit to the exclusive jurisdiction of the courts of England and Wales. The English language will be used 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.

## Statutory Rights

Your normal Statutory Rights are not affected by this agreement

## Third Parties

These terms of business exclude any rights, which may be conferred upon Third Parties by the Contracts (Third Party Rights) Act 1999.

## Scope & Timescale

These Terms of Business apply for the length of our appointment as your Insurance Broker.

## Privacy Notice – Personal Information

This privacy notice describes how Companies in the One Broker Group, who are the data controllers, handle personal information.

### How we collect, use and share your personal data

We will collect your personal information in a number of ways, mainly from what you tell us yourself but also from other organisations and people who share your information with us. This will include written information from forms you have completed, notes from conversations via telephone calls, details provided via our websites or social media and information from credit agencies or finance providers.

What personal information we collect will depend on what service we are providing you. Our main aim in gathering your personal information is to provide you with a customised service.

### The type of personal information that we may collect will be:

Contact details such as your name, postal address, email address and contact telephone numbers. Details such as your date of birth, national insurance number, occupation, passport and driving licence details if required. Also details about the persons to be covered under an insurance policy and their relationship with you as the policyholder. Other information surrounding your policy which may be details of your vehicle, your travel plans and previous claims in connection with the insurance requested. Financial information such as your bank or credit card details. Sensitive personal information (now known as 'special categories') may also be collected would be health information, marital status, details of previous or alleged criminal offences or proceedings and convictions or County Court Judgements and bankruptcies

### We may collect the following via our websites:

Name, postal address, phone number, occupation, other contact information, online identifier, interest you have in relation to our services or our practice areas, any information that you may volunteer by completing and submitting forms on our websites and details of your visits to and usage of our website.

The following explains how we may use your personal information:

To fulfil our contractual obligations to you for the purposes of insurance administration by us in response to your requests for quotations and renewal of insurance contracts where data will be shared with Insurers, providers and agents; to provide you with a claims service where data will be shared to facilitate this service with insurers, surveyors, loss adjustors, claims administrative support services; to provide you with premium payment options to enable finance companies to provide you with a greater choice in making premium payments; to deal with complaints made by you relating to our services or websites

For Legitimate Interest to correspond with you, notify you of events or changes to our service or otherwise to fulfil your requests and respond to your queries and requests for information which may include marketing to you; for our business purposes such as data analysis, audits, to help us better understand our customers and improve our customer engagement in developing new products, enhancing, improving or modifying our websites, identifying usage trends, determining the effectiveness of our promotional campaigns and operating and expanding our business activities or for staff training purposes. Also with selected companies that provide technical assistance and IT support and where we have Introducers for the purposes of accounting for commission payments to them.

For Legal Reasons to meet any applicable legal or regulatory obligations; to meet compliance requirements with our regulator, the Financial Conduct Authority; to comply with law enforcement agencies and to manage legal claims

For Public Task/Interest; we may need to use personal information to carry out financial sanction checks that we are required to undertake to comply with relevant financial sanctions legislation.

With your Consent if you have indicated by opting into receiving marketing information which does not fall under the legitimate Interest basis, we will do this in accordance with any marketing preferences you have provided to us. We may continue to do this after your policy has ended until such time as either party withdraws consent. You can amend your marketing preferences at any time or withdraw your consent where we have sought and recorded your explicit consent for any other purpose by contacting us either by phone, email or by post to the registered office address. Our full Privacy Policy can be found on our group websites

### Sharing of personal information

The information you provide us with may be shared with employees throughout the One Broker Group and will be processed in accordance with this privacy policy, the General Data Protection Regulations and other applicable UK legislation.

We may use personal information we hold about you across the One Broker Group for general business administration, to help us identify and tailor products and services that may be of interest to you. We will do this in accordance with any marketing preferences you have provided to us. We may continue to do this after your policy has ended.

We may also share the information you provide with third parties such as insurers, their associated companies and agents for the purpose of insurance and claims administration which could include loss adjusters, suppliers and providers of goods and services associated with your insurances, finance companies where you have requested this payment option and selected companies that provide technical assistance and support to perform functions that support our marketing or website hosting activities.

We may share your personal information with relatives or guardians (on your behalf where you are incapacitated or unable) or other people or organisations associated with you such as your legal representative. Also, where you have named an alternative contact to deal with your insurances on your behalf.

If required, we will also share your information with the Financial Ombudsman service and regulatory authorities such as the Financial Conduct Authority and the Information Commissioner's office.

### Credit Searches

To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. The Insurer or their agents may:

- Undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims,
- Carry out a quotation search from a credit reference agency (CRA) which will appear on your credit report and be visible to other credit providers. It will be clear that this is a quotation search rather than a credit application.

Where you agree to pay monthly under an Insurers credit agreement, the status of your quotation search from the Insurer's credit reference agency (CRA) will be updated to reflect your credit application and this will be visible to other credit providers. CRA's may keep a record of this search.

In order to assess your application, the Insurer will supply your personal information to their CRA and they will give Insurers information about you, such as about your financial history. They do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity. They will also continue to exchange information about you with CRA's on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRA's will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

The identity of their CRA and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

The information we collect about you is used solely for the purposes outlined above. We will only use it for additional purposes if we have received your prior consent to do so.

We do not currently envisage our wishing to transfer personal information about you outside of the European Economic Area ('EEA') but may wish to do so in future. The data protection and other laws of those countries may not be as comprehensive as those in the UK and the European Economic Area, but we will take steps to ensure that your privacy rights are respected and that your data is treated securely and in accordance with this privacy policy.

We may disclose your information to third parties in the event:

- I. of selected third parties in connection with the sale, transfer or disposal of our business
- II. we are under a duty to disclose or share your personal data in order to comply with UK law which may include laws outside your country of residence to respond to requests from courts, law enforcement agencies, regulatory agencies and other public and government authorities.
- III. of any legal proceedings or to establish, exercise or defend our legal rights (including exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction).
- IV. third parties are involved with events that you register for or accept invitations to, in order to facilitate your participation in those events.

### Security of your personal data via the internet

The Internet is not a secure medium of communication and we cannot guarantee the security of any information transmitted via the Internet. However, once received we will take reasonable technical and organisational precautions to prevent the loss, misuse, alteration of, or unauthorised access to your personal data.

### Data Retention

Data is retained for the period necessary in order to fulfil the purposes outlined in this privacy policy unless a longer retention period is required or permitted by law. This is usually between three and ten years and it will depend on the nature of the personal information and what we do with it.

In the absence of a specific business case supporting a longer period the Group will retain client data, accounts data and complaints data from the date of the complaint, for seven years, quotation data for 3 years and subsidence claims records for 10 years. Liability insurance products will often be kept for extended periods.

### Your Rights

You have the right to access your personal data. We may ask for verification of identity in order to ensure your privacy is protected. We will not generally charge for this service but if any are attributed these will only be to the extent that current regulations allow and you will be advised.

If any personal data held is inaccurate or incomplete you have the right to request rectification. Any refusal will be fully explained together with your rights to complaint to the supervisory authority and to legal remedy.

You may also have the right to request erasure of your personal data held; where this is no longer necessary for the purpose originally intended; if you have withdrawn consent; if we have no legitimate reason to hold the data or there is no legal reason. However, there are some specific circumstances where the right of erasure does not apply, and we may be able to refuse your request on certain grounds under current regulations.

Also, you may be able to withdraw your consent for further use of your personal information although we may not be able to process your insurance request if you do this in some circumstances.

You may have the right to object to processing your data unless we can demonstrate compelling legitimate grounds for the processing, which override the interests, rights and freedoms of the individual or the processing is for the establishment, exercise or defence of legal claims.

We will inform you of your right to object at the point of first communication with you.

You have the right not to be subject to automated decision making where decisions are made by inputting data into a system or computer and the decision is calculated using automated means without any human involvement. Insurers will often use this method when deciding on the premium to charge where they use data to determine rates and they may also use it for fraud prevention where they check against lists and may reject applicants on the basis they are likely to defraud the Company. Scoring methods are also used to assess applications and exclusions will be applied for a scheme depending on information collected. Examples of such data will be age, postcode, lifestyle (eg. smokers or non-smokers) and medical history. If you don't consent to processing your data in this way this may limited our ability to facilitate the provision of certain insurance covers for you.

You have the right to lodge a complaint to the Information Commissioner's Office (ICO) at any time if you object to the way we use your personal information. Further information can be found at <http://ico.org.uk/>

Exercising any of the above rights may mean we cannot continue to deal with your insurances and may result in policy cancellations. You will therefore lose the right to bring any claim or receive any benefit under the policy and you may also lose benefits under the policy for an event prior to you exercising your rights as well, if the ability to deal with the claim has been prejudiced.

### Marketing

We will only contact you if you have agreed that we can to tell you about products and services that we feel you will benefit from or may interest you. These may be from any company in the group or under their respective trading styles. A list of all the trading styles of the group can be found at <http://www.onebroker.co.uk/trading.html>

You may unsubscribe to receiving emails or marketing communications at any time by contacting us to update your preferences. In such circumstances we will continue to send you service related communications which are non-marketing where necessary.

However, we may run specific marketing campaigns through social media and digital marketing where individuals personal data is not used for the campaign and in such situations you will need to adjust your social media and cookie browser settings to adjust your preferences.

When submitting your personal information via any of the Group's websites you are given the option to opt-in to the use of your personal information for marketing purposes. However, you may instruct us not to process your personal information for marketing purposes at any time using the contact details stated below.

## Contacting us

If you have any questions, wish to exercise any of your rights detailed in this privacy policy or update your marketing preferences please contact the Group Compliance Manager:

By phone : 01603 760511

Email : [info@onebroker.co.uk](mailto:info@onebroker.co.uk)

By Post : Lakeside 300 Old Chapel Way Broadland business Park Norwich NR7 0WG

Or via our [contact us](#) page on our websites

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

*Version – May 2018*