



Terms of Business

Insurance Agreement

THE PURPOSE OF THIS DOCUMENT IS TO SET OUT THE BASIS WE CONDUCT OUR BUSINESS. THE FOLLOWING IS A SUMMARY OF THE PRINCIPLES AND PRACTICES WHICH GOVERN THE WAY WE OPERATE.

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these terms of business. If you are unsure about any aspect of our terms of business or have any questions regarding our relationship with you, please contact us.

About Us

Get Indemnity and getindemnity.co.uk are the trading names of Insurance Direct Group Solutions Limited, authorised and regulated by the Financial Conduct Authority (FCA) under FRN 802038. Registered office: The Minster Building, Great Tower Street, London, EC3R 7AG. This can be checked by visiting the FCA website <https://www.fca.org.uk> or contacting the FCA on 0800 111 6768.

Basis of Agreement

The intention of this agreement is to establish the basis of our relationship clearly and concisely with you and the services that we will provide in respect of each insurance contract that we arrange or have arranged on your behalf and all other persons named as joint policyholders.

If after receiving this agreement you instruct us to act on your behalf, we will take this as being your informed consent to you being bound to the terms set out in this agreement in relation to any services provided to you, by us, on and after that date, and supersedes any previous agreement that may have been sent to you by us or on our behalf.

It is your responsibility to obtain authority to act for all joint policyholders and to keep them informed of matters relating to the services we provide, including this agreement. If you require additional copies of this agreement, please let us know. Unless otherwise agreed in writing, we are entitled to deal with and act upon the instructions of any named policyholder, including a request to disclose information to joint policyholders of any policy of insurance we arrange on your behalf.

We do not offer advice on tax, legal, accounting, regulatory or sanctions matters, and you should seek separate advice where you consider it necessary in relation to such matters.

Our Services

Our services include assessing your needs and making a personal recommendation about your insurance, arranging your insurance cover, and helping you with any policy changes. As part of our service, we'll also assist you with any claim. We conduct a fair and personal analysis of the market to meet your demands and needs. Sometimes, this means we'll only offer products from a single insurer.

We generally act on your behalf in arranging your insurance, but we'll make clear at the outset whether we are acting for you or for the insurer in particular circumstances. We offer a wide range of insurance products and have access to leading insurers in the marketplace. When we arrange your insurance, we'll inform you of the nature of the service we provide.

Insurers

We select insurance products from a range of insurers that we work with. For certain products, we may only deal with a single insurer or select from a limited number of insurers. We will confirm how we are acting for you before undertaking any transactions on your behalf. We can provide you with a list of the insurers we deal with upon request.

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

Fair Presentation of the Risk

The Insurance Act 2015 and its 'Duty of fair presentation' exists to enable insurers to provide you with a fair outcome in the event of a claim. Under its terms you have a statutory duty to provide a 'fair presentation of the risk'.

This means, before starting a new policy, changing a policy mid-term, or renewing a policy, you must make sure the information you provide is clear, accurate and complete. It is important you disclose all material circumstances that you're

aware of. We recommend you carry out an appropriate review, which may include consulting with colleagues, directors and managers of your business. You should also consult with anyone who has particular knowledge about the risk to be insured. If you're not sure what constitutes material circumstances, or you've not been able to gather the necessary information, please let us know.

Deliberate or reckless failures to present the risk fairly could mean part or all of your claim is declined. In these circumstances, the insurer is entitled to treat the insurance as if it had never existed, and to keep any premium you have paid. If you fail to present the risk fairly, but your failure was neither deliberate nor reckless, insurer's response will depend upon what would have happened if you had complied with your obligations:

- (a) if insurers would not have provided the policy, they may treat the policy as if it never existed, refuse to make any claims compensation from the scheme if we cannot meet our obligations, payments and demand the return of any claims payments already made. However, insurers would have to return any premium payments already made;
- (b) if insurers would have provided the policy but on different terms, the policy will remain in force but will be treated as if those different terms would have applied from the start of the policy. This could result in a claim not being met in part or in full.
- (c) if insurers would have provided the policy but charged a higher premium, insurers may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment under the policy.

All statements and facts disclosed on application forms, statement of facts, claim forms and other documents, whether online or not, should be full, true and accurate and must be given after undertaking a reasonable search, including consulting with your senior management. It is your responsibility to inform us if the information provided within your online application obtained from third parties is incorrect. It is your responsibility to make sure the information submitted to the insurer is presented in a way the insurer will find reasonably clear and accessible. Where a large amount of information is provided you will need to ensure that it is organised and structured to enable the insurer to navigate what is important.

Client Money

Our financial arrangements with insurers will generally operate on a 'risk transfer' basis. This means we act as agents of the insurer in collecting premiums and handling refunds. In these circumstances, money is deemed to be held by the insurer(s) arranging your policy. However, if 'risk transfer' does not apply, we will hold your money in a statutory trust account. The establishment and operation of the non-statutory trust account follow the rules of the FCA to protect money held.

For the purpose of some transactions, money may pass through other authorised intermediaries before being paid to the insurer. Client money will cease to be client money when paid to the insurer, or a third party with 'risk transfer' from the insurer, or when paid to the client in respect of refunds or claims.

Documentation

We will confirm in writing details of all covers effected including the identity of the insurer. Our aim is to provide all correspondence in a simple and understandable format. 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 and claims may not be paid.

In the event of any remaining areas of uncertainty, please contact us. We will ensure prompt and timely production of policy documentation. We recommend that you retain all paperwork relevant to your insurances, as this may be useful for future reference.

Payment

We will provide you with a firm quotation before your insurance arrangements are concluded. This will tell you the total price to be paid and identifies any taxes and charges separately from the premium. We will provide you with a debit note detailing the amounts due and the terms of payment. Some insurers include terms of settlement, others require that the premium be paid within certain strict guidelines. This is a condition of the policy and must be complied with to ensure payment is made in full. Failure to meet deadlines can lead to a policy being cancelled and render the contract void.

You may be offered the opportunity to pay premiums by instalments by bank transfer. Once established we are not

permitted to change any schedule unless previously advised in writing. All premiums notified as part of an instalment plan must be completed as per the contract. Any failure to meet the financial requirements can prejudice the contract and render it voidable.

Cancellation and Refunds

Your insurance contract may include a cancellation clause. The terms of your policy may allow for insurers to retain the premium in full or in part in the event of cancellation before the policy expires. In the event of a refund of premium due to cancellation or otherwise when our remuneration has been earned, our brokerage will not be returnable but is always in line with our remuneration policy. Please also refer to 'Termination'.

Remuneration

We receive remuneration for our services by receiving a percentage of the insurance premium by way of commission and/or a fee. Our remuneration will be deducted upon receipt of the premium unless the insurer has indicated to the contrary. Occasionally we may also receive income from over-riders based on volume of business or commissions based on insurer's profitability. We can also earn interest in the processing and collection of premiums.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of arranging your insurance. Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

Confidentiality

All information provided by our clients is considered to be confidential and is only disclosed in the normal course of negotiation and maintenance of insurance transactions undertaken on their behalf. We will not release information to any other party without the prior consent of the client except in exceptional circumstances. For example, information requested by a court of competent jurisdiction, a regulatory body or information which is already in the public domain.

For more information about how we process your personal information and your rights regarding your personal information please see our [Privacy Notice](#).

Claims

You should contact us or the insurer directly as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim, please contact us. To assist us to process any claim made by you it is vital that you notify us promptly when an incident, which may give rise to a claim, occurs. Delays may prejudice negotiations and entitle the insurer to repudiate the claim. In the event of uncertainty, the incident should always be reported. For assistance and advice please contact us. At the conclusion of any claim we will issue confirmation notices to you detailing the settlement sum and any excess deducted.

Your Responsibilities

You must check all details on any online application, proposal form or statement of fact, paying particular attention to any declaration you are asked to sign or agree.

It's important that you read all insurance documents issued to you and make sure you're aware of the cover, limits and any 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 you have purchased a policy, it is important that you inform us of any changes in circumstances which may affect your insurance as soon as you become aware of them. If you have any doubts as to which changes to your circumstances should be notified, please contact us and we will be able to help.

It is the responsibility of the insured to ensure that all sums insured and policy limits are adequate. It is recommended that the appropriate professional (e.g. surveyor) be consulted to ensure that the sums insured and limits applicable under the policy are suitable.

Changes to your Policy

You should notify us immediately of any changes in the details upon which your insurance was arranged. Please do not wait until the renewal date of your policy as changes to these details could make your policy invalid, until the insurer has been notified and has accepted the change(s).

Examples of changes include (but are not limited to):

- ☐ Change in place of work.
- ☐ Change in type of work undertaken.

- ☐ Change of trade or business type.
- ☐ Change of operational processes.
- ☐ Relocation to new premises.
- ☐ Non occupancy of property.
- ☐ Physical changes to property.
- ☐ Change in use of vehicle/s.
- ☐ Convictions or accidents.
- ☐ DVLA-notifiable health issues.
- ☐ Modifications to vehicle/s.

Renewing your Policy

We will normally contact you before your renewal date to tell you the premium and policy terms for the next period of insurance. It is your responsibility to ensure that your insurance remains valid and in force and that you have done nothing which might invalidate the insurance.

We will normally contact you, to tell you the premium and terms applicable to the next period of insurance. For your insurance cover to continue, you must instruct us on or before the date on which your policy is due to expire. There are no 'days of grace' and you are responsible for making sure your insurance is valid and in force. There will be occasions however when we may identify a new insurer as better meeting your needs at renewal. In these circumstances we will advise you that this is the case but will need your instructions to arrange the new policy. However your policy is renewed, you must remember to tell us of any changes that may affect your cover (e.g. business changes since your policy was last renewed), before the date on which your policy is due to be renewed, otherwise your cover may become invalid.

Checking your Documentation

It is your responsibility to check the documentation we send you in relation to each insurance contract and satisfy yourself that it is entirely in accordance with your understanding and instructions. You should advise us promptly of any incorrect points or changes required. Otherwise, we will assume that the documentation and insurance contract satisfy your requirements.

Complaints

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact Simon Taylor, Managing Director, on 0345 625 0711. We have a complaint handling procedure

in place, available on request. If at the end of the process you are still not satisfied, you may refer the matter to the Financial Ombudsman Service on 0800 023 4567 or www.financial-ombudsman.org.uk.

Compensation Scheme

We are covered by the Financial Services Compensation Scheme (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. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or www.fscs.org.uk.

Termination

Subject to your settlement of any outstanding premiums, you may instruct us to stop acting for you and we will not impose a penalty. Your instruction must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will provide you a minimum of seven 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.

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 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.

Financial Crime

We are obliged to conduct reasonable due diligence to protect us and our clients against the risk of financial crime. At the start and throughout our relationship, we will require you to provide evidence to assist us in verifying your identity and/or legitimacy of any transactions we conduct on your behalf. We

may also take reasonable steps to verify any payment details you provide to us. Neither party shall be involved in the offering, promising, or giving of any financial or other advantage to any person in breach of any applicable anti-bribery laws including the Bribery Act 2010. Both parties shall also maintain their own policies and procedures which ensure compliance with applicable laws including, the Criminal Finances Act 2017 in so far as it applies to them, in order to prevent the facilitation of tax evasion.

We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing any such report to you. We shall not provide brokerage services or pay any claim or provide any benefit under this agreement with any client that is the subject of any trade and economic Sanctions or embargos adopted and/or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the European Union and its Member States, Her Majesty's Treasury, the United Nations Security Council or other relevant economic sanctions and embargo control authority across the world (collectively referred to herein as "Sanctions"), nor shall we provide services to any client that is located, organised or resident in a country or territory that is the subject of comprehensive country Sanctions, as may be adopted and enforced from time to time.

If Sanctions apply, we shall not be able to process already notified claims and your insurer may terminate your insurance contract, and not pay any notified claims. If you become subject to Sanctions after the entry into force of this agreement, we may have to terminate our relationship and your insurer may invoke its cancellation rights under your insurance contract. The parties to this agreement shall notify each other immediately of any suspicion of exposure to Sanctions.

Limitation of Liability

The following provisions of this section set out our entire financial liability (including any liability for the acts or omissions of our employees) to you in respect of all losses, claims or liabilities arising under or in connection with this agreement (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise. All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this agreement.

Nothing in this agreement excludes or restricts our duty or liability to you under the applicable regulatory regime.

Subject to the clauses above, our total liability to you, shall in the aggregate be limited to £1 million, and we shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, any punitive or exemplary damages or any indirect or consequential loss or damage.

Third-party Rights

These Terms of Business are enforceable only by those who have had direct dealings with us and are not enforceable by any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Applicable law

Our relationship with you is covered by the laws of England and Wales and subject to the jurisdiction of the English Courts. The headings in these Terms of Business are for convenience only and shall not affect their interpretation. Our staff are not authorised to vary these Terms of Business, but they may be varied by us in writing from time to time.



Privacy Notice

THE PURPOSE OF THIS DOCUMENT IS TO SET OUT THE BASIS HOW WE COLLECT, MANAGE AND USE PERSONAL DATA.

Insurance Direct Group Solutions Limited (t/as get indemnity or getindemnity.co.uk) takes your privacy seriously and understands that you care about how your personal information is used and shared.

We will only collect and use your personal information in accordance with the terms of this notice and in a manner that is consistent with our obligations and your rights under the law. This Privacy Notice explains the types of personal information we collect and how we use, disclose and protect that information.

Your rights

As a data subject, you have the following rights under Data Protection Law (the applicable law and regulation relating to the processing of personal data) which this notice and our internal policies are designed to facilitate:

- a) The right to be informed about our collection and use of your personal data;
- b) The right to request a copy of the personal data we hold about you;
- c) The right to have any personal data we hold about you that is inaccurate or incomplete rectified;
- d) The right to ask us to delete any personal data we hold about you;
- e) The right to restrict the processing of your personal data;
- f) The right to obtain a copy of your personal data and to transfer it to another organisation;
- g) The right to object to us using your personal data for particular purposes; and
- h) Rights with respect to automated decision making and profiling.

If you have any questions, comments or concerns about our use of your personal data, or you wish to exercise any of the rights listed above, please contact us.

If you are dissatisfied with our response you have the right to make a complaint to the UK's supervisory authority, the Information Commissioner's Office.

What information do we collect?

In this privacy notice, your "personal information" means information that could allow you to be identified. In order for us to provide insurance quotes, insurance policies, and/or deal with any claims and for crime prevention, we need to collect and process personal data about you.

We use cookies and other tools (such as web analytic tools) to automatically collect information about you when you use our websites, subject to the terms of this Privacy Notice and applicable data laws and regulations.

Our websites may contain links to other websites. Please note that we have no control over how your data is collected, stored, or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

How do we use your information?

Our use of your personal information will always have a lawful basis, either because it is necessary for our performance of a contract with or arranged for you, because you have consented to our use of your personal data or because it is in our legitimate interests.

When you become a customer, we will on occasion use your name and email address to send you information about other products and services we offer that we think you may be of interest to you. We may also send you risk management information that we think will help you manage and mitigate the risks in your business and minimise their financial impact.

The use of personal information for marketing

We are permitted to process your information to send you marketing material where we have a legitimate business purpose. When we process information for our legitimate interest, we make sure to consider and balance any potential impact on you and your rights under data protection laws. We will not use your personal information for activities where our interests are overridden by yours, unless we have your consent or are otherwise required or permitted by law.

We continually review our marketing activities and consider its impact on our customers. We have concluded our customers find this information useful in managing their risk exposures. In the context of our professional and commercial relationship with our customers we believe our marketing activity represents a minimal intrusion into the customer's privacy and there is no other unreasonable impact. Furthermore, we will provide our customers with the opportunity to unsubscribe from receiving marketing material in every marketing communication they receive.

We may send marketing information to prospective clients who have used our services in the past or whose contact details have been provided to us or other third-party introducers.

We continually review our marketing activities and consider its impact on prospective clients. We have concluded the use of this personal information is within the reasonable expectation of the recipients and that the impact on the prospective customer's privacy is minimal. The limited nature and frequency of such communications ensure that such activity does not become intrusive.

For these reasons, we have decided to base the use of personal information for marketing purposes on the ground that we have a legitimate interest in providing prospective clients with such material.

Marketing to individuals

The Privacy and Electronic Communications Regulation (PECR) requires that electronic marketing communications are not sent to Individuals unless they have consented to receive such material. An Individual is defined as a natural person, a sole trader or an unlimited partnership. It does not apply to corporate entities even where an email address includes personal information.

We utilise the "soft opt-in" process available under PECR to obtain this consent. This means organisations can send marketing texts or emails if:

1. they have obtained the customers contact details in the course of a sale (or negotiations for a sale) of a product or service to that person;
2. they are only marketing their own similar products or services; and
3. they gave the individual the opportunity to refuse or opt out of the marketing, both when first collecting the details and in every message after that.

We offer our customers the opportunity to decline receiving marketing material when we collect customers contact details, whether the prospective sale is conducted by telephone, online or by email, and the option to unsubscribe is also included in all subsequent marketing communications.

Special categories of personal information

In some circumstances, we may need to collect and use special categories of personal data (e.g. health information) or information relating to criminal convictions and offences. Where this is required, we will only process this information if it is required for an insurance purpose, such as advising, arranging, underwriting, handling a claim or exercising a right or complying with an obligation under, an insurance contract. We will ensure that the processing of the special category data is necessary and proportionate for that purpose.

In certain circumstances we may need your consent to process such information. Where we need your consent, we will ask for it separately and you do not need to give your consent and may withdraw it at any time. However, if you do not give your consent, this may affect our ability to arrange and administer the insurance cover from which you benefit and may prevent us from arranging cover for you or handling your claims.

Safeguarding your personal information

We take all reasonable precautions to keep your personal information secure and require any third parties that handle or process your personal information for us to do the same. Access to your personal information is restricted to prevent unauthorised access, modification or misuse and is only permitted among our employees and agents on a need-to-know basis. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect offline and online.

Retaining your personal information

We will keep your personal data only for so long as is necessary and for the purpose for which it was originally

collected. In particular, for so long as there is any possibility that either you or we may wish to bring a legal claim under this insurance, or where we are required to keep your personal data due to legal or regulatory reasons.

Transferring your personal information

We may need to transfer your data to insurance market participants or their affiliates or sub-contractors which are located outside of the European Economic Area (EEA). Those transfers would always be made in compliance with Data Protection Law. You are deemed to accept and agree to this by using our site and/or our offline services and submitting information to us.

Who do we share your information with?

In order for us to provide insurance quotes, arrange insurance policies, and/or deal with any claims or complaints, we need to collect and process personal data about you and to share this information with third parties such as other insurance intermediaries, insurers, reinsurers and loss adjusters. We may also disclose personal data for these purposes to our service providers and agents that perform activities on our behalf. In certain circumstances, we may be legally required to share certain data held by us, which may include your personal data, for example, where we are involved in legal proceedings, where we are complying with legal obligations, a court order, or a governmental authority.

Where you have been referred to us by a third party we may pay them a commission. To enable the third party to reconcile the commission payments it is due we may also share your personal information with them for this purpose. We will not provide them with any personal information they do not already possess as part of their existing business relationship with you, other than the month of a policy inception or renewal giving rise to a commission payment. We have undertaken an assessment of the impact of such processing on your privacy and has concluded that such impact is minimal. If you have any concerns about the processing of your personal information for this purpose, please contact us.

Information obtained during the course of negotiating a claims settlement on behalf of a client may be used in the

negotiation of a claim with the same insurer for another client or clients. The information will only be shared with the common insurer and enables us to provide a more effective claims handling service to our clients without compromising the confidentiality of client information. We have determined that this processing is necessary for the performance of its legitimate business interests.

Your right to request a copy of your personal information

You have the right to ask for a copy of any of your personal data held by us. No fee is payable, and we will provide any and all information in response to your request free of charge. We may charge a reasonable fee when a request is manifestly unfounded or excessive, particularly if it is repetitive.

We want to make sure that your personal information is accurate and up to date. You can ask us to correct or remove information you think is inaccurate.

If you have any questions

Please contact us if you have any questions about this notice, or the information we hold on you, please contact our Data Protection Officer (Simon Taylor).

Email: info@getindemnity.co.uk

Telephone: 0345 625 0711

Your right to object

You have the right to object to our use of your personal details for direct marketing purposes whereupon we will cease such activity immediately. If you wish us to stop sending you marketing material you can contact us by telephone, email or via our website.

Email: info@getindemnity.co.uk

Telephone: 0345 625 0711

Website: <https://getindemnity.co.uk>

You can also unsubscribe from our mailings by clicking on the link in one of our electronic messages. All our electronic marketing communications will include the option to unsubscribe.

Your right to complain

If you are not satisfied with our use of your personal data or our response to any request by you to exercise any of your rights under Data Protection Law, or if you think that we have breached Data Protection Law, then you have the right to complain to the ICO. The contact details of the ICO are set out below:

Information Commissioners Office
Wycliffe House, Water Lane Wilmslow,
Cheshire, SK9 5AF

Tel: 0303 123 1113

Email: casework@ico.org.uk

Changes to this privacy notice

We may change this Privacy Notice from time to time. Any changes will be immediately posted on our website. We will give you reasonable notice of any material change. We encourage you to visit frequently to stay informed about how we use your personal information.