

# Terms of Business

## INTRODUCTION

Minton House Group Limited (MHG) is an insurance intermediary. MHG is located at Minton House, Woodlands, Woodlands Lane, Bradley Stoke, Bristol, BS32 4JT. Registered No. 3397518. Registered office: 55 Bishopsgate, London EC2N 3AS.

## OUR STATUS

MHG is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 311486. Our permitted business is to deal, arrange, administer and perform contracts of insurance. You can check this on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/>

## WHO DO WE ACT FOR?

We have a separate duty of care to you and to the Insurer. As an insurance intermediary we act as your agent subject to the law of agency and owe you a duty of care. We also act as agent of the Insurer and have varying responsibilities to different Insurers including policy administration, collecting premiums and potentially binding the Insurer to contracts of insurance.

If you require further information under which circumstances we act for you and the Insurer please do not hesitate to contact us.

## OUR SERVICES TO YOU

We will discuss with you, or your representatives, your insurance requirements and provide you with sufficient and clear information about the insurance cover to enable you to make an informed decision. As your insurance intermediary we will answer any questions you may have on the proposed cover, its benefits, restrictions, exclusions and conditions.

Our search for a product to meet your requirements may involve a limited number of insurers. We would be happy to discuss with you the scope and outcome of our search and you can ask us at any time for the list of insurers we use. We will not make an assessment or recommendation as to whether the policy meets your individual needs.

We will not guarantee or otherwise warrant the solvency of the Insurer. As a consequence, the decision regarding the suitability of the Insurer rests with you.

## PROVISION OF INFORMATION

All activities undertaken by us as outlined in this document are provided by us for your exclusive use. All data, proposals, reports and other information provided by us in connection with our services are for your sole use and should not be distributed to any third parties without our prior written consent.

## TREATING CUSTOMERS FAIRLY

The fair treatment of customers is core to our business. At all stages of our relationship we will provide you with clear information and commit to delivering the service associated with this contract. If at any stage we fail to do this we will aim to resolve any issues as a matter of priority. Calls may be recorded for training and monitoring purposes.

## DISCLOSURE

You have a duty to make a fair presentation to insurers which includes a requirement to disclose every matter which you know, or ought to know, would influence the judgement of an insurer in deciding whether to insure a risk and on what terms.

This duty applies when you arrange, renew or amend your contract. If you fail to discharge this duty Insurers may avoid the policy or amend the terms that apply, which may mean a claim is refused or that the amount paid is reduced in the event of a claim.

We will not be responsible for any consequences which arise from any delayed, inaccurate or incomplete information or any misrepresentation by you. Please discuss with us if you are in any doubt about whether a particular matter would be considered material.

We will advise you as soon as reasonably practicable of any changes in premium or terms and conditions of your policy as a result of any changes notified to us.

## POLICY DOCUMENTATION

We will issue policy documentation in a timely manner. Please read all of the documentation carefully and contact us if there are any discrepancies or if you require any further clarification as they form the basis of your contract. Renewal terms will be provided in writing and in good time before the expiry of the policy or advised if renewal is not being offered.

## CLAIMS

As part of our service, we may also assist you with any claim you may need to make, including where relevant and agreed, the recovery of any uninsured losses you may incur. For some policies we arrange the insurance companies may require that you deal with them direct in the event of a claim but we will still provide you with assistance if required. Please refer to your policy wording for information on how to make a claim.

## SETTLEMENT TERMS

Our payment terms will be stated on the invoice. In the event that payment is not received from you in accordance with the stated terms, we will take whatever steps we see fit to mitigate our position. This may include, but is not limited to, cancellation of your Policy(ies) or the deduction of the outstanding premium balance from any claim(s) submitted. This could invalidate your insurance cover and could mean that all or part of a claim may not be paid. Any overpayment of premiums up to £10 will not be reimbursed due to the cost of administration.

You may also be able to spread your payments through an instalment scheme with an insurance company (or companies) or on a credit scheme arranged by us on your behalf. If an instalment or credit scheme is used we may pass information about you to credit reference agencies and we may also pass on details of your payment record with us.

## CLIENT PREMIUMS

We will accept your premium on behalf of your Insurer and this will be a good discharge of your obligation to pay the premium under the insurance policy.

## OUR REMUNERATION

In the normal course of our business we receive commission from the Insurer. We may also charge an administration fee which we will advise you of before you make any commitment on any product we offer and disclosed on documentation provided to you.

For the services we provide to the Insurer we may also receive customary remuneration in recognition of those services. This remuneration may be a management or administration charge. In addition there might be a further remuneration based upon the profitability of insurance business placed with the insurer over a specific period. We may receive remuneration for establishing an instalment or credit scheme on your behalf

If you require any further information on our remuneration, please contact us.

## CANCELLATION

This Policy may be cancelled by giving notice in writing to MHG. Please refer to your Policy wording for details of your policy cancellation terms.

## COMPLAINTS

We take all complaints seriously. If you wish to register a complaint then please contact us, either: In writing to our Complaints Manager at Minton House, Woodlands, Woodlands Lane, Bradley Stoke, Bristol BS32 4JT; or by email [info@mintonhousegroup.co.uk](mailto:info@mintonhousegroup.co.uk) or by telephone on 0800 169 4616.

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We will acknowledge your complaint in writing and tell you how we will handle it. If you remain dissatisfied you may be entitled to refer your complaint to the Financial Ombudsman Service. This does not prejudice your right to take legal proceedings. A copy of our complaints procedure is available upon request. Further details can be found on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you have a policy underwritten by Lloyd's and are not satisfied with the way a complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case without prejudice to your rights in law. Please contact Policyholder and Market Assistance Department, Lloyd's Market Services, One Lime Street, London, EC3M 7HA or telephone 0207 3275693. Please refer to your Policy Wording or ask us to check whether your policy is underwritten by Lloyd's.

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our liabilities. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS's website [www.fscs.org.uk](http://www.fscs.org.uk).

## WEBSITE DISCLOSURES

Whilst every effort has been taken in ensuring that all information contained on MHG websites is accurate and correct, MHG cannot be held responsible for any inaccuracies contained therein. You hereby acknowledge that any reliance in materials found on this website shall be at your sole risk. Full details of any cover under any policies you may have been issued with as a result of MHG acting as your insurance intermediary may be found on your policy documents.

## ELECTRONIC COMMUNICATIONS

We may communicate by electronic mail, sometimes attaching further electronic data. By consenting to this method of communication we both accept inherent risks (including the security risks of interception of or unauthorized access to such communications and the risks of viruses or other harmful devices). You will also be responsible for checking the messages received are complete. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and MHG systems shall be deemed the definitive record of electronic communications and documentation.

## GOVERNING LAW

These terms of business shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

A person or company who was not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect the right or remedy of a third party which exists or is available apart from that Act.

## DATA PROTECTION

### Definitions and interpretations

"Client Data" means any personal data which is transmitted by or on behalf of the Client to, or is otherwise processed by, MHG under this Terms of Business Agreement (TOBA) or which is generated under this TOBA.

"Data Protection Legislation" means the Data Protection Act 1998, from the 25th of May 2018, the General Data Protection Regulation (EU 2016/679) or any replacement legislation applicable in England and Wales from time to time and any other applicable laws relating to the processing of personal data.

Within this Agreement the terms "controller", "data subject", "personal data", "personal data breach", "process ("processed" to be construed accordingly) and "processor" shall have the same meanings as in the Data Protection Legislation.

- 1 With respect to the Parties rights and obligations under this TOBA, the Parties acknowledge that in relation to any Client Data the Client is a controller and MHG is a controller.
- 2 The parties acknowledge their respective obligations under the Data Protection Legislation and shall give each other such assistance as is reasonable to enable each other to comply with such obligations, however, for the avoidance of doubt the Client agrees that where MHG has satisfied a contractual obligation under this TOBA, then such satisfaction of the contractual obligation is deemed to satisfy the same or similar requirement under the Data Protection Legislation.
  - 2.1 The Client warrants, represents and undertakes to MHG that it has lawful grounds for controlling and processing Client Data.
  - 2.2 The Parties confirm that to enable MHG to provide the Client with the right product or service to meet the Client's needs (or to handle a claim) MHG will collect personal information which may include:
    - a) personal details
    - b) family details
    - c) lifestyle and social circumstances
    - d) financial details
    - e) employment and education details
    - f) goods or services provided
  - 2.3 MHG collects personal information on, but not limited to clients, the staff of the Client, enquirers and complainants.
  - 2.4 MHG may also need to request and collect sensitive personal information such as details of convictions or medical history for them to provide the Client with the product or service or to process a claim.
  - 2.5 MHG only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek your explicit consent to process this information as it is required by us to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you that product or service.
  - 2.6 Personal data may be shared with insurers, co-insurers, reinsurers, advisors, loss adjustors, insurance-related trade associations, any government or regulatory body, agency or authority and other third parties as required for the proper maintenance and administration of our agreement with the Client and any policies issued hereunder or for regulatory compliance purposes subject at all times to the Data Protection Legislation.
- 3 Where MHG controls Client Data under or in connection with this TOBA, MHG shall:
  - 3.1 save as required otherwise by law, only process such Client Data as is necessary to perform its obligations under this TOBA;
  - 3.2 put in place appropriate technical and organisational measures to meet its own obligations under the Data Protection Legislation;
  - 3.3 hold data in their SQL server database which can only be accessed by internal MHG users via internal applications. Additionally these applications have controls to restrict user access to information which is only relevant to the users' role. The SQL server database is stored in the UK at a site with secure access.

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- 3.4 be entitled to engage sub-processors to process Client Data subject to MHG ensuring that equivalent requirements to those set out in this TOBA are imposed on any sub-processor(s), MHG remaining fully liable to the Client for the performance of the sub-processor's obligations and where applicable, providing to the Client reasonable prior notice of any addition, removal or replacement of any such sub-processors;
- 3.5 not process or transfer Client Data outside the European Economic Area without the prior documented consent of the Client which consent is hereby given in respect of the processing of data by those third parties described below. For the avoidance of doubt, any consent given under this clause includes the consent to transfer Client Data to the United Kingdom;
- a) MHG do not use sub-processors outside of the EEA
- 3.6 have in place the appropriate technical and organisational security measures to protect the Client Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;
- 3.7 notify the Client without undue delay after becoming aware of any personal data breach involving Client Data, taking into account the nature of processing and the information available to MHG;
- 3.8 take appropriate technical and organisational measures, insofar as is possible, to assist the Client in responding to requests for data subjects for access to or rectification, erasure or portability of Client Data or for restriction of processing or objections to processing of Client Data (but MHG will not itself respond to any such data subject request except on written instructions from the Client). Furthermore MHG will, upon the request of the Client, provide assistance to the Client relating to the Client's security; impact assessment; data breach reporting requirements; and data protection or data privacy authority consultation obligations under the Data Protection Legislation taking into account the information available to MHG. MHG may charge the Client its reasonable costs (or the rates otherwise agreed between the parties) for its time spent and expenses incurred in providing the Client with co-operation and assistance as required by this clause;
- 3.9 will make available to the Client such information as the Client reasonably requests and MHG is reasonably able to provide, and, permit and contribute to such audits, including inspections, conducted by the Client (or the Client's appointed auditors), as is necessary to demonstrate MHG's compliance with the Data Protection Legislation. The Client will give reasonable notice of any audit and will be fully liable for any associated costs (including those of MHG); and
- 3.10 save as may be required by law MHG will retain Client Data for a period of 6 years and, where applicable, claims information a period of 7 years upon expiry or termination of this Agreement and will then delete or anonymise the Client Data.
- 4 MHG shall inform the Client in writing if, in MHG's opinion, an instruction from the Client infringes the Data Protection Legislation but only in relation to a breach of General Data Protection Regulation (EU 2016/679) and/or other Union or Member State data protection provisions and not jurisdictions outside of these areas. However, the Client acknowledges that:
- (a) any information MHG provides is not legal advice or guidance in anyway whatsoever, and that MHG makes no warranty or representation regarding the information (express or implied); and
- (b) this clause shall not relieve the Client of its obligation to ensure that all instructions to MHG comply with all applicable legislation, including all Data Protection Legislation; and
- (c) MHG may charge the Client its reasonable costs (or the rates otherwise agreed between the parties) for its time spent and expenses incurred in providing the Client with co-operation and assistance as required by this clause.
- 5 Notwithstanding anything to the contrary in this TOBA, if any of the following occur:
- (a) any changes/modifications to the Data Protection Legislation (including in connection with the withdrawal of the United Kingdom from the European Union and/or the EEA) including the requirement to amend, update, modify or replace any systems MHG use to process the Client Data;
- (b) any new, clarified or amended guidance or policies issued by a supervisory authority;
- (c) any direction or instruction issued by a supervisory authority (whether relating to the Client or MHG in respect of the services (including any processing of the Client Data);
- Then any increased effort or costs incurred by MHG in association with the aforementioned shall be additionally chargeable to the Client.
- 6 The Client shall indemnify and keep indemnified MHG against any liability, fines, claims, demands, expenses and costs (including legal fees) arising as a result of: any breach of Data Protection Legislation by the Client, or MHG acting in accordance with any instruction, policy or procedure of the Client.