



Take the risk out of insurance

**WPS Insurance Brokers  
& Risk Services**  
Spargo House  
10 Budshead Way  
Plymouth  
Devon  
PL6 5FE

**Email:** mail@wpsinsurance.co.uk  
**www.wpsinsurance.co.uk**

**Tel:** 01752 670440  
**Fax:** 01752 229125

Mrs L Holland  
Bingham Town Council  
Town Office  
The Old Court House  
Church Street  
Bingham  
NG13 8AL

Our Ref: 19580801

19th March 2019

Dear Lynn

### **Fleet Rated Commercial Motor Renewal - Policy No. FP 004034903**

I am writing to you in connection with your Fleet Rated Commercial Motor insurance with ERS which is due for renewal on 13th April 2019.

#### **Based on our knowledge of your account, your stated requirements are as follows:**

It is our understanding your requirement were for us to arrange protection against:-

- Cover for loss or damage to your fleet of vehicles arranging for them all to be insured under one, easy to administer policy. Covers is arranged on a Comprehensive basis. You have chosen to have a policy covering Any Driver to drive any of the agricultural vehicles detailed on your schedule.

Please refer to your policy documents for full details of your policy terms including excesses, coverages and endorsements.

#### **Based on this information and our knowledge of the market, we recommend that you renew cover with ERS at the cost below:**

The cost of cover at the start of last year is also shown for comparison.

	<b>Cover at Start of Last Year</b>	<b>Renewal Quote</b>
Premium	£862.00	£904.20
Insurance Premium Tax	£103.44	£108.50
Admin Fee	£25.00	£25.00
<b>Total</b>	<b>£990.44</b>	<b>£1,037.70</b>

Please note that the premiums shown are based on the information given at the time of the quotation. You are reminded of the need to make a fair presentation of the risk including any circumstance which is known or ought to be known which may influence an Insurer's decision to provide a quotation or the terms and conditions that are currently being offered.

If you are in any doubt as to whether you should disclose an item then please contact me immediately to discuss further. If the information you give is different from that given at the time of the quotation then the premium and terms provided may change.

Please see the Notice to Policyholder section of your renewal documents for details of a number of amendments to your policy. Please let us know if you have any queries.

**The basis for our recommendation is as follows:**

This personal recommendation is made as suitable for you based upon our professional consideration of your circumstances and requirements.

Our recommendation is a fair & personal analysis.

In arriving at our recommendation we consider a number of factors including:

- Pricing and competitiveness
- Insurer service
- Ability of the insurer to meet your requirements
- Scope of cover provided
- Insurer financial stability
- Fair and efficient claims settlement

**Our Capacity & Services – Important Information**

The following information is in relation to the insurances for which we are quoting and, where applicable, for which you have asked us to arrange cover.

**The capacity in which we are acting**

Sourcing a suitable policy	We act as your agent	✓
	We act as agent of the insurer	
Placing the insurance	We act as your agent	✓
	We act as agent of the insurer	
In the event of a claim	We act as your agent	✓
	We act as agent of the insurer	

**How we made our selection**

We selected a product from a particular insurer which we had already identified as being suitable for this type of insurance.

**Our Remuneration**

We are usually remunerated by commission from your insurer which is a percentage of the total premium (excluding Insurance Premium Tax). You may be offered the opportunity to pay a fee partly or wholly in lieu of commission and in that event this will be confirmed in writing to you at the time of incepting or renewing your insurance.

We may also receive account based remuneration from some providers, which is a reflection of our ability to work more efficiently with those firms and the quality of our customer base. These remuneration agreements are usually conditional upon placement of an agreed volume of

business and the overall profitability of business placed during a given period. However it is our policy to place business with an insurer solely upon the principle of putting your interests first.

To cover the cost of administering your Insurances you may also be asked to pay a policy administration fee. This fee will only be levied at policy inception and renewal. No additional fees will be chargeable for any mid-term alterations.

If you pay your premium by means of a third party finance agreement arranged by us we will receive a commission which is a percentage of the total premium financed.

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.

### **Payment of Premium**

Our payment terms are 7 days from the effective date of your cover. We are able to accept various methods of payment, if required please feel free to discuss these with us.

Unless you make contact with us **BEFORE** renewal we will for your convenience & to ensure continuity of cover assume that cover is required and automatically renew your cover.

Thank you for entrusting WPS with the placement and administration of your insurance we look forward to being of continued service.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Alexander May', with a long horizontal line extending to the right.

**Alexander May BA (Hons), Cert CII  
Broker**

**Direct Dial: 01752 675464**

**Email: alex.m@wpsinsurance.co.uk**

**1968 – 2018 – We appreciate your loyalty and support helping us to achieve 50 years in business providing Insurance & Risk Management solutions.**

## Vehicle Summary

	Current Value (£)
<b>Fleet Rated Commercial Motor <sup>(1)</sup></b>	
<b>Agricultural Vehicles</b>	
RANSOME RANSOME RIDE ON MOWER - FX57FUB	10,000
NEW HOLLAND NEW HOLLAND TRACTOR - FX58FLJ	20,000
JOHN DEERE Gator - FG67 YVR	14,000

Rating Notes	
1)	<p><b>Endorsements</b></p> <p><b>001 - Damage, fire and theft excess</b></p> <p>We will not pay the first amount shown in the schedule for any claim under section 2 of your policy document.</p> <p>This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount which you may have to pay under this insurance.</p> <p><b>525 - Trailer limit amended</b></p> <p>Within section 2 of your policy document, the £50,000 value in the sub-section "Agricultural trailers (agricultural vehicles only)" is amended to the amount shown against this endorsement number in your schedule.</p> <p><b>530 - Legal expenses insurance</b></p> <p>This insurance is extended to cover legal costs and expenses incurred in the recovery of uninsured losses or compensation for death or personal injuries, arising from an occurrence covered under this insurance.</p> <p>Definitions You, your - the person named as 'the insured' in the schedule and any driver or passenger with the permission of the insured.</p> <p><b>Administrator</b> Connexus Claims Solutions Ltd, 850 Ibis Court Lakeside Drive Centre Park Warrington WA1 1RL</p> <p>Appointed representative - a solicitor or any other qualified consultant appointed by you or the Administrator following notification of a claim.</p> <p>Legal costs and expenses - unrecovered fees, costs and disbursements reasonably incurred by the Administrator or appointed representative and opponents costs of any civil proceedings for which you may be liable by order of the court or by agreement with the consent of the Administrator.</p>

You must not investigate any event or claim without written advice from the Administrator. You must comply with all requests made by the Administrator and appointed representative for instructions, information, documents, attendance at meetings or court. If you fail to do so, we will discontinue the claim and any legal action and you will be responsible for all costs and expenses incurred. If you withdraw from, negotiate, commence or discontinue a claim or legal proceedings without prior written consent from the Administrator, you will also be responsible for all costs and expenses.

The appointed representative must at all times take instruction from, report to and supply information and documents to the Administrator. The Administrator will have direct access to the appointed representative and must be kept fully informed of all material developments.

If the Administrator believes that a claim has no reasonable prospect of success, we reserve the right to decline to pursue the matter or discontinue any claim or legal action.

If you are awarded costs, you must use these to repay the amount we have paid out on your behalf in connection with the proceedings. However, we will pay all legal costs and expenses up to the limit of this section when no costs or compensation are awarded. If the legal costs and expenses are greater than the amount you are awarded for the legal costs and expenses, we will pay the excess amount up to the limit of £50,000.

You must ensure that every step is taken to recover legal costs and expenses which have been paid out under this insurance.

**Settling claims:**

We will pay up to £50,000 in total for any one accident or occurrence which shall be deemed to include a series of accidents or occurrences in connection with or arising out of one event.

**Specific conditions**

- 1) You must tell us about any other legal expense insurance which you may have to cover the same loss.
- 2) The Administrator will have complete control over the legal proceedings. We will not be bound by any promises given by you without the Administrator's approval.
- 3) If you do not accept any solicitor appointed by the Administrator, we will ask the Law Society to name another solicitor who both you and the Administrator agree to. During this time, the Administrator may appoint a solicitor to act on your behalf, to protect your interests.

**Specific exclusions**

We will not pay legal costs and expenses for the following circumstances:

- 1) Where the Administrator considers that you will not get a reasonable settlement or where any expected settlement is small in relation to the time and expense involved.
- 2) If the Administrator has not agreed, in writing to the costs and expenses.
- 3) If we are not told of the claim within 180 days of the event causing it.
- 4) Claims which relate to fines and penalties awarded against you.
- 5) Claims involving disputes with us or our agents.
- 6) Claims involving actions carried out in order to fulfil a judgement or a legally- binding

<p>decision.</p> <p>7) Claims which relate to an event which does not occur within the period of insurance.</p> <p>We will not pay the following:</p> <p>8) Claims caused by, contributed to or arising from:</p> <ul style="list-style-type: none"><li>(i) a contract or agreement entered into;</li><li>(ii) a criminal or deliberate act by you;</li><li>(iii) patents, copyrights and trademarks; or</li><li>(iv) libel or slander or verbal injury.</li></ul> <p>9) Claims relating to faults in your vehicle or incomplete, incorrect service or repair of the vehicle.</p> <p>10) Claims which relate to an appeal unless the Administrators has agreed to them before the appeal has started.</p> <p>11) Travelling expenses or compensation for being absent from work.</p> <p>12) Legal costs and expenses if you withdraw from legal proceedings without our agreement.</p> <p>13) Any legal costs and expenses involved in an action in a small claims court.</p> <p>14) Legal claims which are covered under a more specific insurance or if a claim has been refused by another insurance company.</p> <p>The general terms, conditions and exceptions of your insurance apply to this endorsement.</p>
<p><b>D77 - Trailer cover attached or detached</b></p> <p>Sections 1 and 2 of your policy document (Liability to others and Loss of or damage to your vehicle) are extended to apply to any trailer which is attached to or detached from your vehicle, provided that the value of the trailer does not exceed £5,000.</p> <p>If the trailer is detached from your vehicle, cover will only apply if,</p> <ul style="list-style-type: none"><li>• the trailer is fitted with a security device which is operation when the trailer is not in use; and</li><li>• the trailer is securely parked with the brakes on.</li></ul> <p>We are not liable for the loss of or damage to any contents in or on the trailer.</p>
<p><b>037 - No claims bonus removed</b></p> <p>The "no claim bonus" section of your policy document does not apply to this insurance.</p>

---

# Terms of Business

---

**WALKER PERSSON AND SPARGO LTD  
T/A WPS INSURANCE BROKERS AND RISK SERVICES**

## **DECLARATION OF STATUS AND TERMS OF BUSINESS**

### **ACCEPTING OUR TERMS OF BUSINESS**

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

We draw your specific attention to the section headed 'The processing of your personal data & confidentiality'

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the address below.

### **DEFINITIONS**

A "consumer" means any natural person who is acting for purposes outside his trade or profession. A "commercial" customer means a customer who is not a "consumer". Reference to "you" or "your" means you (and/or your appointed agent whichever is the most appropriate party) and "we" or "us" or "our" means Walker Persson and Spargo Ltd T/A WPS Insurance Brokers and Risk Services.

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. It requires us to supply you with this document.

### **BROKER INFORMATION**

**Walker Persson and Spargo Ltd T/A WPS Insurance Brokers and Risk Services of:-**

**Spargo House, 10 Budshead Way, Plymouth, Devon PL6 5FE**

is an Independent Insurance Broker. We are authorised and regulated by the Financial Conduct Authority. Our permitted business is arranging all non-investment Insurance Contracts. Our Financial Services Register number is 306719. These details can be checked on the Financial Services Register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on 0845 6061234.

### **OUR SERVICE**

In arranging Insurance for our Customers, we act as an independent intermediary committed to providing impartial advice and service. The service we offer may include:-

- Advising you on your Insurance needs.
- Arranging your Insurance cover with Insurers to meet your requirements as far as is reasonably practical.
- Helping you with any on-going changes you have to make.
- Assisting you with making a claim.
- Checking of documentation issued by Insurers for accuracy.
- Providing advice during the period of cover.
- Contacting you regarding renewal.

We offer products from a range of insurers for all classes of non-investment insurance contracts for both consumer and commercial customers.

We may offer certain products from one provider only where this enables us to maximise value for our customers. Specific examples of this are members of Associated Independent Stores, Town Councils and Fish Wholesalers/Processors who will be offered a package of property and liability covers underwritten by our scheme Insurers.

Circumstances may arise where we will act on behalf of the insurer to assist them with the underwriting of the risks of the product being transacted. We will ensure that should there be any conflict of interest with you and the insurer or another client we will notify you of this and only proceed with your transaction with your consent and detail the steps we will take to ensure fair treatment.

In our letter to you we will state that we “act as agent for your insurer” and not as “agent for you” in binding insurance under the delegated authority arrangement we have with them.

We may also recommend preferred suppliers in situations where it is appropriate for our customers. For certain customers this may involve an individual insurer, a panel of insurers or a wholesale broker. We will confirm prior to inception of cover if these circumstances apply to you. A list of insurers relevant to your insurance arrangements is available upon request.

**Prior to the conclusion of each insurance contract or upon renewal, we will remind all Commercial customers of their right to be advised of the level of commission which we receive from Insurers. 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.**

## **RELATIONSHIPS**

As an independent insurance intermediary we act as the Agent of our Client. We are subject to the Law of Agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur so that you will be aware of any possible Conflict of Interest.

## **YOUR RESPONSIBILITIES**

If you are a consumer, you are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

If you are a commercial customer you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.



You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

#### **“COOLING OFF” PERIOD (“CONSUMER” RIGHTS ONLY)**

Consumers have the statutory right to cancel a policy within 14 days of its conclusion or inception or renewal or upon receipt of the policy documentation whichever is the latter. You may, as a consumer, and without providing a reason, cancel a policy in accordance with its terms and conditions. Any policy documentation and in particular any legal document, i.e. a Certificate of Motor Insurance, should be returned with your instructions to cancel. These cancellation rights do not apply to a short term policy of less than 1 month’s duration or for a policy for which the period of insurance has expired before you exercise your right to cancel. If no premium has been paid then a time on risk premium inclusive of insurance premium tax (IPT) including any relevant administration costs may be charged.

#### **INSURERS SECURITY**

Insurers are subject to FCA Regulation and are required to have adequate capital resources. Whilst we carry out regular checks on all insurance markets used we cannot guarantee the solvency of any individual Insurer. Your liability for the premium, whether in full or pro rata, may arise under policies where a particular Insurer becomes insolvent. An insolvent Insurer may also be unable to meet a proportion or all of any claim made. Consequently we recommend whenever possible insuring with those firms with higher credit ratings. Should you be concerned or require further information regarding your Insurer then we will discuss this with you upon request.

#### **QUOTATIONS**

Quotations are valid until the date cover commences up to a maximum of 30 days, unless otherwise stated. Specimen policies and wordings are available upon request.

#### **RENEWALS**

Renewals are invited on the basis that there have been no changes in risk other than those specifically notified to us or your Insurers. Consumers also have the right to request a new policy document at renewal.

#### **NOTIFICATION OF CHANGES AND ALTERATIONS**

Amendments to policies after inception may be arranged upon receipt of full details and on return of the Certificate of Insurance (if applicable). Cover is subject to acceptance by Insurers and payment of any additional premium required inclusive of IPT.

#### **POLICY DOCUMENTATION**

It is your responsibility to read all documentation upon receipt and raise any query regarding it otherwise you risk a loss you suffer not being paid in part or in full.

You must check all documentation issued to you to ensure the details are correct and the insurance cover provided meets your requirements. We will arrange insurance cover according to your instructions but only you can identify if it does not meet your intentions. If you are uncertain as to any meaning or have any concerns in respect of the insurance cover or if errors are discovered in the documentation then you must notify us immediately.

You should read through all policy terms & conditions shown on your policy documentation to ensure you understand them and are able to follow their requirements exactly. If not, you must advise us immediately.

Regulations which became effective from the 1<sup>st</sup> October 2008 changed the requirements about how Certificates of Employers’ Liability are displayed and retained.

These regulations removed the requirement that Certificates be retained for 40 years and instead rely on a principle of “best practice” to encourage businesses to keep proper records.

We recommend that clients still retain copies of Certificates of Insurance along with the corresponding policy documentation.

It is our standard Company policy to securely destroy all client documentation after a period of 6 years unless there are legal or regulatory obligations which require us to hold for longer.

In certain circumstances records may be securely destroyed after a period of 12 months for example; closed claims.

## **PAYMENT OF THE PREMIUM AND OTHER FINANCIAL ASPECTS**

Payment of insurance premiums must be made by one of the following options:-

- Cheque
- Cash
- Credit card
- BACS transfer
- Insurer direct debit instalment agreement (with deposit cheque where requested)
- Premium Finance via third party supplier

In order to offer you Premium Finance facilities, we are registered under the Consumer Credit Act and our licence number is 392005.

We will give you full information about your payment options when we discuss your insurance requirements.

We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover or any other prejudicial steps taken as a result of late payment substantially attributable to you.

If we decide to retain certain documents whilst awaiting full payment of premium fees or administration charges, we shall provide full details of your insurance cover and any information or documents required by law.

We shall be entitled (but not obliged) without providing notice to you to set off any amounts due to us from you, against any amounts which we may receive on your behalf (i.e. refunded premiums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the cancellation or lapsing of your Policy.

## **RENEWAL PREMIUMS PAID BY INSTALMENTS**

Provided your insurer offers an invitation to renew your policy, in good time before renewal we shall contact you with the renewal premium and terms for the coming year.

If you have not contacted us before the renewal date, we shall renew your policy automatically on your behalf. If you do not wish to renew the policy please let us know as soon as possible. We shall also advise you to cancel your direct debiting instruction with your bank prior to renewal date.

If it is your intention to renew the policy no action is required by you and the policy will renew automatically, however you are reminded of your on-going obligation to disclose material facts.

If you pay your premium by means of a third party finance agreement arranged by us we will receive a commission which is a percentage of the total premium financed.

## **CLAIMS**

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the Insurer without delay and in any event within 5 working days.

We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all elements of the claim with due care, skill and diligence.

We will advise you promptly of Insurers requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss.

We will forward any payments received from Insurers in respect of any claim, to you, without delay.

## **OUR REMUNERATION AND TRANSACTION CHARGES**

We are usually remunerated by commission from your Insurer which is a percentage of the total premium (excluding Insurance Premium Tax). You may be offered the opportunity to pay a fee partly or wholly in lieu of commission and in that event this will be confirmed in writing to you at the time of incepting or renewing your Insurance.

We may also receive account based remuneration from some providers, which is a reflection of our ability to work more efficiently with those firms and the quality of our customer base. These remuneration agreements are usually conditional upon placement of an agreed volume of business and the overall profitability of business placed during a given period. However it is our policy to place business with an Insurer solely upon the principle of putting the customer's interests first.

To cover the costs of administering your Insurances you may also be asked to pay a policy administration fee. This fee will only be levied at policy inception and renewal. No additional fees will be chargeable for any mid-term alterations.

Full details of all fees payable will be confirmed in writing to you at the time of incepting or renewing your insurance.

Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and all agreed fees in respect of the full policy period including where you appoint another intermediary in our place during the currency of the policy or where a policy is cancelled after inception or renewal.

## **CLIENT MONEY**

Client money is money of any currency that we receive and hold in the course of carrying on insurance mediation on behalf of our clients (including you) or which we treat as client money in accordance with the client money rules. A copy of these rules is available upon request.

Client money that is money held on your behalf will be held in a statutory trust account and in accordance with the FCA client money rules. A copy of these rules is available at the FCA website [www.fca.gov.uk](http://www.fca.gov.uk).

Under the terms of a statutory trust, general creditors are not able to make claims on client money. The fact that we hold money on trust gives rise to fiduciary duties which we owe to you until your money reaches the insurer or product provider who has permission to hold monies at the Insurer's risk.

Funds held for a particular customer may be applied only to the affairs of that customer. Therefore a premium received must be paid over to the insurance company concerned and not used for any other purpose.

Unless we receive your written instruction to the contrary, we shall treat receipt of payment from you and or refund of premium which falls due to you as being within your informed consent to the payment of those monies into a statutory trust bank account.

We may transfer client money to another person, such as another Broker or Settlement Agent, for the purpose of effecting a transaction on your behalf through that person.

This may include Brokers and Settlement Agents outside the UK. The legal and regulatory regime applying to a Broker or Settlement Agent outside the UK may be different from that of the UK and, in the event of the failure of the Broker or Settlement Agent this money may be treated in a different manner from that which would apply if the money were held by a Broker or Settlement Agent in the UK.

You must notify us if you do not wish your money to be passed to a person in a particular Jurisdiction.

## **EARNING INTEREST ON CUSTOMER PREMIUMS**

We hold premiums that you pay to us in a Client Money Bank Account. Under FCA rules we have to inform you that we may earn interest from the money held in our Client Money Bank Account which may exceed £20.00 for any one transaction that you make with us. Any interest earned will be retained by Walker Persson & Spargo Limited

Your receipt of this document constitutes your informed consent for us to act in the manner described in this section.

## **TRANSFERRED BUSINESS**

When we are appointed to service insurance policies other than at their inception or renewal and which was originally arranged via another party, we shall not be liable during the current insurance period for any losses arising from any errors or omissions or gaps in your Insurance cover or advice not supplied by us. Should you have any concerns in

respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance requirements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

## **COMPLAINTS**

We take all complaints seriously. If you wish to register a complaint, please contact us: by either writing to us at Walker Persson and Spargo Ltd, Spargo House, 10 Budshead Way, Plymouth PL6 5FE or by phone: telephone number 01752 670440 or by email to: [mail@wpsinsurance.co.uk](mailto:mail@wpsinsurance.co.uk)

We will acknowledge your complaint promptly.

A full copy of our complaints procedure is available upon request.

If we are unable to settle your complaint with us, you may be entitled to refer the matter to the Financial Ombudsman Service at:

*Financial Ombudsman Service*  
*Exchange Tower*  
*Harbour Exchange Square*  
*London*  
*E14 9SR*  
*Tel: 020 7964 1000*  
*Website: <http://www.financial-ombudsman.org.uk/>*

## **COMPENSATION**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Full details and further information on the Scheme are available from the FSCS.

## **PROCESSING OF YOUR PERSONAL DATA & CONFIDENTIALITY**

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data we comply with statutory data processing requirements as set out by the Data Protection Act 2018.

We will process your personal data to allow us to provide you with our services as your Insurance Broker in quoting for, arranging and administering your insurance and in arranging insurance premium finance where applicable and to improve our services.

Information provided to us by you will remain confidential and will only be used for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties where we are required to fulfil a regulatory or legal obligation and to enable us to provide our services to you as set out in our [Privacy Notice](#) where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

Nothing in this agreement overrides the Broker's duty to place the interests of its client before all other considerations nor shall this agreement override any statutory legislative or regulatory requirements (whether obligatory or advisory) which may apply to the Broker.

Information provided by you to us by way of reports and publications constitutes confidential and proprietary information belonging to us and may only be disclosed and/or used in accordance with permission granted by us.

Any other disclosure and/or use is strictly prohibited and we reserve our rights amongst others, to take such action as is necessary to protect our confidential and proprietary information. Please note that English Law recognises the existence of an implied contract of insurance permitting insurers to inspect certain documents which we hold as your broker. Some insurers have slightly wider access than others.

Where possible we will advise you of any demand made by your insurers, but you should be aware that the right to inspect does not depend on your prior consent having been given.

### **CANCELLATION OF THIS AGREEMENT**

Our agreement may be terminated by one of us providing at least 14 days' notice in writing to the other.

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, together with all fees charged by us for services provided.

### **FORCE MAJEURE**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

### **SEVERABILITY**

If any provision of the terms of this agreement is found to be invalid or unenforceable in whole or part, the validity of the other provisions within the agreement and the remainder of the provision in question will not be affected.

### **LAW AND JURISDICTION**

These terms of business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English Courts.