

Terms of Business Agreement

The following Terms of Business Agreement sets out the basis on which Bridges Insurance Brokers Limited, referred to as 'Bridges Insurance Brokers', 'Bridges Select Schemes', 'We', 'Us', 'Our', will provide business services to you as a consumer or commercial client of the firm.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

You are deemed to have accepted these terms of business unless you advise us otherwise within 7 days of receipt.

Contact Us

Address:	Bridges Insurance Brokers Ltd 1 Ozengell Place EuroKent Business Park Ramsgate, Kent CT12 6PB	Email:	enquiries@bridges.insure
		Website:	https://www.bridges.insure/
		Telephone:	01843 293614

About Us

We, Bridges Insurance Brokers Limited, also trading as Bridges Select Schemes, of 1 Ozengell Place, EuroKent Business Park, Ramsgate, Kent, CT12 6PB, are authorised and regulated by the Financial Conduct Authority (FCA) as an insurance intermediary. Our FCA Firm Reference Number is 302411. We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies. You can check these details online using the Financial Services Register at <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

We are also authorised by the FCA for credit broking. We act for a number of lenders.

Our Service

In the majority of cases, we will carry out a 'fair analysis' of the market in order to identify a suitable product. This means that we will compare products from a sufficiently large range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select appropriate policies for you.

Your Duty of Disclosure (Consumers)

It is important that you understand that any information, statements or answers made by you to us, or your insurer, are your responsibility. You must take reasonable care not to make misrepresentations when answering insurer's questions. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, your insurance policy may be cancelled or treated as if it never existed or your claim may be rejected or not paid in full. The requirement for correct information not only applies at commencement and renewal of your policy, but also at any time during the period of insurance.

Disclosure of Material Facts (Commercial Customers)

Where the insurance is arranged wholly or mainly for the purposes of your trade, business or profession then you have a duty of "fair presentation of the risk".

This means that you must:

- Disclose to us and the insurers every material circumstance to you know or ought to have known, this includes information that can be revealed by a reasonable search of information available to you including information held within your organisation including their senior managers;
- Provide the insurer with sufficient information to put a prudent insurer on notice that it needs to make further enquiries into those material circumstances.

A material circumstance are circumstances which may influence the insurer's decision to cover a risk and/or the terms that are applied. Examples of material circumstances include prior claims, your financial history, convictions of

key personnel and your business activities. If you are in any doubt as to whether information is material, you should disclose it.

This requirement not only applies at commencement and renewal of the policy but also at any time during the period of insurance. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Warranties and Conditions Precedent

A warranty is a term in an insurance contract which must be strictly complied with. In the event that a warranty is breached, the insurer's liability may be suspended until the breach is rectified. Cover is re-instated once the breach is rectified, however, insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension.

Where a warranty or other term has been breached, insurers may still be liable to pay claims occurring during the breach period, provided the insured can prove that the breach did not increase the risk of the loss which actually occurred and the provision breached does not define the risk as a whole.

Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of the policy or to the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'condition precedent'.

It is extremely important that you read the full policy carefully and, if you are unaware of, or are unable to comply with any provisions, please contact us immediately.

Limit of Liability

Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurances as acceptance of the limitation of our liability to you, and/or any other person with an interest in your insurances.

Our entire liability in contract, tort (including without limitation negligence) or otherwise will be strictly limited to £5,000,000 in respect of all aggregated claims brought by you in respect of the services provided by us, save that the following is wholly excluded:

- Loss of profits;
- Loss of sale or business;
- Loss of agreements or contracts;
- Loss of anticipated savings;
- Loss of use or corruption of software, data or information;
- Loss of or damage to goodwill; and/or
- Indirect or consequential loss

Our limit of liability detailed above relates to all and any claims brought against us, save for those claims made related to the following:

- Resulting from our breach of the FCA's rules; or
- Resulting from the fraudulent acts or any of our acts which are deliberately contrary to our agreement with you; or
- In relation to any liability for death or personal injury resulting from our negligence; or
- In relation to any liability which cannot be lawfully excluded or limited.

Adequacy of Insurance Values

It is the responsibility of the insured to ensure that all sums insured and policy limits are adequate. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

How to Claim

Please refer to your policy documentation if you need to notify a claim. You should contact us or the insurer direct 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.

Whilst we recognise that many claims do not require our detailed input, we may assist clients who are having difficulty with their claims or who appear to be unfairly treated by an insurer. It should be noted there could be occasion for our withdrawal from assistance with claims, where there is a potential conflict of interests or where the subject matter falls outside our professional remit, for example. For more information, please refer to our Claims Procedure (available on request).

How to Make a Complaint

Our aim is always to provide our customers with a first-class service. However, we are aware that, occasionally, it is possible that we may fail to meet your expectations. If you need to make a complaint, in the first instance, you should contact us on the details on the first page of this document or contact Greg Bridges, Managing Director, at greg@bridges.insure.

We will provide you with a copy of our full complaints procedure and respond to you promptly. We will keep you informed of the progress of your complaint and aim to make a final response to you within eight weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded in writing and will track the progress of the complaint and responses of that party.

After our final response has been issued, if you still cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion. You can contact the Financial Ombudsman Service by telephone on 0800 023 4567 or online. Further information is available at <https://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service, your legal rights will not be affected.

How to Cancel

You may have a statutory right to cancel a policy you take out through us within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. In addition, we may keep an amount which reflects the administrative costs of arranging and cancelling the policy. Details of these amounts are given in our tariff of administration charges. If you wish to cancel outside the statutory cancellation period (where this applies), you may not receive a pro rata refund of premium.

Market Security

We check the financial strength ratings of the insurers with whom we place your business using specialist rating agencies. We do not assess or guarantee the solvency of any insurer at any time during the contract period. If an insurer who has granted risk transfer to us becomes insolvent, any related premiums we hold for that insurer are deemed to have been paid to them and will not be returnable to you. In the event of any insurer's insolvency, you may still have a liability to pay the premium. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from a participating insurer who becomes insolvent or delays settlement. You will also additionally have the responsibility for payment of premiums if you require replacement security.

If we offer terms from an insurer who does not have an independent financial strength (and therefore does not meet our usual insurer requirements), you will be advised of this with a request that you sign an acceptance acknowledgement of this. By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.

Our Remuneration

We receive payment for our services in the following ways:

Commission

When we sell you a policy, the insurer pays us a percentage commission from the total premium that you are charged. For arranging premium instalment facilities, we earn a variable amount of commission from our premium finance providers which is usually a percentage of the individual loan. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. Using premium finance makes the overall cost of the insurance more expensive.

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 or arranging premium finance. 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.

Other Income

Additionally, we may also receive income from certain insurers based upon pre-agreed criteria.

In respect of some classes of insurance, we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions, it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us to do.

Fees and Charges

We may charge you for the work incurred in handling your insurances. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation or other work on your behalf. Any additional charges, if applicable, will always be agreed with you in advance of them becoming due. Any fee is considered to be fully earned upon inception of the insurance contract.

Event	Charges
New Business	£25.00 Administration Fee (or up to 10% of the Gross Written Premium where agreed with you in advance)
Renewal	£25.00 Administration Fee (or up to 10% of the Gross Written Premium where agreed with you in advance)
Mid-Term Adjustments (MTAs)	£15.00 Administration Fee <i>We reserve the right to retain the commission element of any return premium.</i>
Duplicate Documents	£10.00 Administration Fee
Cancellation	£20.00 Administration Fee <i>We reserve the right to retain the commission element of any return premium. The full annual premium is usually payable if a policy is cancelled after any claim has been reported. Some insurers do not charge on a 'pro-rata' basis and reserve the right to retain the full premium should the policy be cancelled. If this is of concern to you, please ask for details before you commit to the insurance.</i>
Uncleared Cheque	We reserve the right to charge £30.00.
Direct Debit Failure	No charge will be made by Bridges Insurance Brokers. However, a premium finance provider or insurer is likely to charge. Your finance agreement will confirm full details.

Protecting Your Money

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurer in which case your policy is treated as being paid for. We may transfer your money to another intermediary in some cases. However, your money will be protected at all times because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

Money Laundering

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

Protecting Your Information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice, which is enclosed, carefully and contact us immediately if you have any queries. Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary).

All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation, under which you have a right of access to see personal information about you that is held in our records, whether electronically or manually. All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent in relation to administering your insurance or where we are required by law. Some or all of the information you supply to us in connection with your insurance proposal may be passed to insurance and other companies for underwriting, claims and premium collection purposes.

Call Recording

For our mutual protection, all telephone calls may be recorded.

Compensation Arrangements

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. The compensation scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <https://www.fscs.org.uk/>.

Governing Law

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

Privacy Notice

Introduction

In accordance with the General Data Protection Regulation and related UK data protection legislation, we are committed to protecting the confidentiality and security of the information that you provide to us.

This Privacy Notice is designed to help you understand how we collect and use your information.

We may collect information from you about other people, for example, family members who may drive your car or who may be included on a travel or household insurance policy. If you give us information about another person, it is your responsibility to ensure and confirm that:

- you have told the individual who we are and how we use personal information, as set out in this Privacy Policy; and
- you have permission from the individual to provide that personal information to us and for us to use it, as set out in this Privacy Notice.

If you have any questions or queries about this policy please contact us.

Who We Are

“Bridges Insurance Brokers” (also referred to in this Notice as “we”, “us”, or “our”) means Bridges Insurance Brokers Limited.

How to Contact Us

For any questions or concerns relating to this Privacy Policy or our data protection practices, or to make a subject access or any other request regarding the information we hold, please contact us.

Telephone	01843 293614	Email	enquiries@bridges.insure
Address	Bridges Insurance Brokers Ltd 1 Ozengell Place EuroKent Business Park Ramsgate, Kent CT12 6PB	Website	https://www.bridges.insure/

Why We Need and How We Use Your Personal Information

We only collect, use and store your information where we have lawful grounds and legitimate business reasons to do so. We collect, use and store your personal information in order to fulfil requests for quotes, products and services as part of our insurance broking, claims handling and risk management business. It may also be used to verify your identity, to administer payments and to enable us to carry out anti-money laundering and other financial crime checks where required. If you pay by instalments, your information may also be used to arrange credit.

The use of your data is essential for us to check your identity, to enable you to enter into an insurance contract and for the insurance to operate (in the event of a claim, for example). We may also use it keep our records up to date, to notify you about changes to our service and to help us in develop new products and services. If you do not provide the information required we are unlikely to be able to arrange your insurance and may not be able to provide certain services to you.

We may monitor calls, emails, text messages and other communications with you. When you contact us we may keep a record of that correspondence and any information provided to us during that or any subsequent communication.

Marketing

We would like to keep you updated about our relevant products and services by email, SMS and/or telephone. If we intend to use your data for such purposes, or if we intend to disclose your information to any third party for such purposes, we will only do so with your consent. Your consent will be obtained specifically at the appropriate time. If you have already consented, and wish us to stop using your information for this purpose, or any other purpose, then please contact us.

Nature of Personal Information

Personal data is any information that may identify a living individual. We collect personal information such as name, contact details, date of birth, gender, marital status, financial details, employment details and other personal details depending on the nature of the insurance and other services we offer. We may collect, use and store sensitive personal information such as criminal convictions and medical conditions as necessary in relation to insurances such as motor and home insurance. This information may be shared with insurers, insurance product providers and our third party service providers. Where necessary, we shall obtain your consent to the processing of such information.

Sharing Information

We will only supply your personal information to other parties where such a transfer is a necessary part of the activities that we undertake, where you give us consent or where we are required to do so by law or regulation (e.g. where the disclosure is necessary for the purposes of the prevention and/or detection of crime).

As an intermediary, we must disclose personal information to insurance companies, underwriting agencies, business partners and other parties in order to provide our products and services and to enable you to enter into insurance contracts. Examples of other parties include other insurance intermediaries, loss adjusters, regulatory bodies, legal and accountancy firms involved in the claims handling process. We may also share your personal information with fraud prevention agencies such as the Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud and Theft Register. We may pass information relating to your insurance policy and any incident to the operators of these registers, their agents and suppliers. For motor insurance, we share it with the Motor Insurance Database (MID) which may be used to establish whether a driver is insured to drive a vehicle and/or for preventing or detecting crime. If you are involved in an accident in the UK or abroad, the MID may be searched to obtain relevant policy information. You can find out more at <https://www.mib.org.uk/>.

We may also disclose your information to service providers engaged to perform services on our behalf. Such service providers are contractually restricted from using or disclosing the information we give them except as necessary to perform services on our behalf or to comply with legal requirements. We only share your information if we are satisfied that our partners or suppliers have sufficient measures in place to protect your information in the same way that we do. We may also disclose personal information to new owners of our business in the event that we are subject to a merger or acquisition. Disclosure may also be made to enable company audits, regulatory inspections or to investigate a complaint, suspicion of fraud or a security threat. We never share your information outside our organisation for marketing purposes.

You understand that we may disclose the information you provide to relevant other parties for the purposes described in this Notice.

Transfer of Personal Data Outside the UK

Certain personal information held on our Information Technology systems may be transferred across geographical borders in accordance with applicable law. By providing us with your information, you consent to the collection, international transfer, storage, and processing of your information. These transfers are governed by European Union (EU) standard contractual clauses or equivalent data transfer agreements to protect the security and confidentiality of personal information.

How Long We Keep Information About You

We will keep your information for as long as it is required to enable us to provide quotations, administer your insurances, offer renewal and respond to any claims or complaints (which may arise after the period of insurance has expired). This will usually be a minimum period of seven years or otherwise as determined by law or regulation. Once we decide that we no longer need your information, it will be securely and confidentially destroyed.

Your Data Protection Rights

You have certain legal rights under UK data protection law and regulations, summarised as follows:

- The right to be informed about our data processing activities, including through Privacy Notices such as this.
- The right of access to the personal information we hold about you. To request a copy of this information you must make a subject access request in writing to us.
- The right of rectification. You may ask us to correct any inaccurate or incomplete data within one month.
- The right to erasure and to restrict processing. You have the right to have your personal data erased and to prevent processing except where we have a legal obligation to process your personal information. You should bear in mind that by exercising this right you may hinder or prevent our ability to provide products and services.
- The right to data portability. On your request, we will provide you with your personal data in a structured format.
- The right to object. You have particular rights in relation to automated decision making and profiling to reduce the risk that a potentially damaging decision is taken without human intervention. You can object to your personal data being used for profiling, direct marketing or research purposes.

If you want to invoke any of these rights, please contact us.

Withdrawal of Consent

Where you have provided your specific consent to the use of personal data, you may withdraw that consent by contacting us.

How to Make a Complaint

If you wish to make a complaint about how we hold or use your data, please contact us.

If you are dissatisfied with how we deal with your complaint, you may contact the Information Commissioner's Office.

Telephone	0845 630 6060	Email	enquiries@bridges.insure
Address	The Information Commissioner Wycliffe House Water Lane Wilmslow, Cheshire SK9 5AF	Website	www.ico.org.uk

Information from Other Sources

We may use legal public sources such as the electoral roll and other third party sources such as credit reference agencies to obtain information about you, for example to verify your identity or check your credit history.

We also obtain information about you from credit reference agencies and similar third parties. Some personal information may be provided to us by third parties such as insurance companies, other insurance intermediaries and motor vehicle licensing authorities. In some cases you will have previously submitted your personal information to them and given them approval to pass this information on for certain purposes.

Such information will only be obtained from reputable sources which operate in accordance with the General Data Protection Regulation.

Statistical and Trend Research and Analysis

We and/or other parties may use your information for purposes such as statistical and trend research and analysis which may include computerised processes which profile you. Automatic profiling helps us understand, predict and forecast customer preferences and to improve the products and services we offer and to assess which products might be most suitable for you.

We may amend this Privacy Policy from time to time for example, to keep it up to date or to comply with legal requirements. The latest version of this policy can be found at <https://www.bridges.insure/>.