



E C PARKER & CO LTD TERMS OF BUSINESS AND CUSTOMER CHARTER

34 St George's Place,
Canterbury,
Kent, CT1 1XB

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Regulation.

We, E C Parker & Co Ltd, of 34 St Georges Place, Canterbury, Kent, CT1 1XB are authorised and regulated by Financial Conduct Authority (FCA) to sell general insurance products. Our FCA Register number is 306639 and you can check this on the FCA's register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 111 6768. In the interest of security and staff training please be advised that telephone calls may be recorded and/or monitored.

Our Service to You.

In arranging insurance for our customers we act as an independent intermediary and act on your behalf when arranging your insurance. Our service includes: advising you on your insurance needs; arranging your insurance cover with insurers to meet your requirements; helping you with any ongoing changes you have to make and assisting you should you have occasion to make a claim. We offer a range of general insurance products and have access to a number of Insurers with whom we place your insurance. We will give you details of these insurers when we discuss your individual requirements.

Important Information (consumer customers only)

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to take reasonable care not to make a misrepresentation to an insurer. Under the act a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession. A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless or careless. If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations please contact us immediately.

The duty of fair presentation (commercial customers only)

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business. You must disclose every material circumstance which you know or ought to know, or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith. If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium. If in doubt about any point in relation to material circumstances and reasonable search please contact us immediately.

Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the National Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

Consumer Credit Licence

We are authorised and regulated by the Financial Conduct Authority in respect of our current Consumer Credit Licence.

Solvency of Insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

Terms of Payment

If payment is not received from you when due, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically.

If you choose to pay for your insurance premium using a finance provider your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and subsequently a document outlining key features of their credit agreement with you, it is important that you take time to read this document and must contact us if you do not receive this. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. Where your policy is paid via the finance provider and you choose to renew your cover, we will again continue to pass your details to them. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the finance provider. In certain circumstances we may be contractually obliged by the finance provider to notify your insurer to cancel the policy. Where we are not contractually obliged to do so by the finance provider, if you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being informed of non payment under the credit agreement, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use this refund to offset the amount levied by the finance provider on the firm. If this amount is not sufficient to cover all our costs we reserve the right to pursue any additional debt owed to the firm through a due legal process. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful.

Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. To use the finance providers facility you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status.

Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register.

Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Ltd and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' information Centre (MIIC) which has been formed to help identify uninsured drivers and may be accessed by the Police to help confirm who is insured to drive. In the event of an accident, this database may be used by Insurers, MIIC and the Motor Insurance Bureau to identify relevant policy information. Other insurance related databases may also be added in the future.

Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim..

Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

Cancellations / Refunds

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Refunds section. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Your attention is specifically drawn to the following:- Where you cancel your policy after the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled. The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned. For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal.

Remuneration

The remuneration for E C Parker & Co will either be a fee as agreed with you or by commission given to us by your insurance company with whom your policy is placed, or a combination of both. Both commission and fees are earned for the policy period and we will be entitled to retain all commission and fees in respect of the full policy period. You are entitled, at any time, to request information regarding any commission which we may receive as a result of placing your insurance business. We reserve the right to make charges in addition to any insurance premiums for arranging, amending, renewing and cancelling any policy of insurance and details of these charges made will be declared in all correspondence with you. We may also receive income from insurance companies which can be based on volume of business or profitability of insurance business placed with that insurer over a specific period. We may also receive income from providers of premium financing facilities. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £25.

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. Should you wish to complain you may do so:

- In writing to the Managing Director Christian Poulsen ACII
- By telephone on 01227 451133
- By Fax on 01227 766027 • By e-mail at christian@ecparker.co.uk
- In person by visiting our office 34 St George's Place, Canterbury, Kent, CT1 1XB

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website. www.financial-ombudsman.org.uk. Further details will be supplied at the time of responding to your complaint.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme depending on the type of business and circumstances of the claim if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at www.fscs.org.uk

Confidentiality and Data Protection – Privacy Notice

ABOUT US

We, E C Parker & Co Ltd (also referred to as “we”, “us”, or “our”) are a registered company in England (Company no. 467956). Our registered address is 34 St Georges Place, Canterbury, Kent CT1 1XB

THE PURPOSE OF THIS NOTICE

This Notice is designed to help you understand what kind of information we collect in connection with our products and services and how we will process and use this information. In the course of providing you with products and services we will collect and process information that is commonly known as personal data.

WHAT IS PERSONAL DATA?

Personal data is information relating to an identified or identifiable natural person. Examples include an individual’s name, age, address, date of birth, gender and contact details.

As a provider of insurance services, we will process the following categories of data:

| Type of personal data | Details |
|-------------------------------------|---|
| Individual details | Your name, address (including proof of address), other contact details e.g. email and telephone numbers), gender, marital status, date and place of birth, nationality, employer, job title and employment history, individual family details (including their relationship to you) |
| Identification details | Your national insurance number, passport number, tax identification number, driving licence number |
| Financial information | Your bank account and/or payment card details, income and other financial information |
| Risk details | Information about you which we need to collect in order to assess the risk to be insured and provide a quotation. This may include data relating to your health, criminal convictions and other special categories of personal data. For certain types of insurance, this could include telematics data |
| Policy information | Information about the quotations you receive and insurance policies you take out |
| Credit and anti-fraud data | Your credit history, credit score, sanctions and criminal offences and information received from various anti-fraud databases relating to you |
| Current / previous claims | Information about previous and current claims (including other unrelated insurance), your health, criminal convictions and other special categories of personal data and in some cases, surveillance reports |
| Special categories of personal data | Certain categories of personal data which have additional protection under the GDPR. The categories are health and criminal convictions. |

If you object to the collection, sharing and use of your personal data we may be unable to provide you with our products and services.

For the purposes of meeting the Data Protection Act 2018 territorial scope requirements, the United Kingdom is identified as the named territory where the processing of personal data takes place. If you require more information about our insurance processes, lending processes or further details on how we collect personal data and with whom we share data, please contact us by e-mailing info@ecparker.co.uk

WHAT PERSONAL DATA DO WE COLLECT

In order for us to provide and administer insurance services for you, we will collect and process personal data about you. We will also collect your personal data where you request information about our services. We may also need to collect personal data relating to others in order to provide and administer insurance or finance. In most circumstances, you will provide us with this information. Where you disclose the personal data of others, you must ensure you are entitled to do so.

You may provide us with personal data when you contact us via the telephone, when writing to us directly or where we provide you with paper based forms for completion or we complete a form in conjunction with you.

We will share your personal data within our company and with business partners. This is normal practice within the insurance industry where it is necessary to share information in order to place, quantify and underwrite risks, to assess overall risk exposure and to process claims. It is also necessary to determine the premium payable and to administer our business.

We also share personal data with authorised third parties, this is necessary where we are required to do so by law, where we need to administer our business, to quote for, source, place and administer your insurances including arranging insurance premium finance, to perform underwriting activities and to process claims.

Some examples follow:

- Insurers;
- Underwriters;
- Premium finance providers;
- Credit reference agencies;
- Claims handling companies;
- Loss adjusters;
- Insurance brokers;
- Reinsurers;
- Regulators;

We will collect your personal data when you visit our website, where we will collect your unique online electronic identifier; this is commonly known as an IP address.

We will also collect electronic personal data when you first visit our website where we will place a small text file that is commonly known as a cookie on your computer. A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps us monitor web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

For more information about how to manage cookies visit www.allaboutcookies.org/manage-cookies/

Where we collect data directly from you, we are considered to be the controller of that data i.e. we are the data controller. Where we use third parties to process your data, these parties are known as processors of your personal data. Where there are other parties involved in underwriting or administering your insurance they may also process your data in which circumstance we will be a joint data controller of your personal data.

A data 'controller' means the individual or organisation which, alone or jointly with others, determines the purposes and means of the processing of personal data.

A data 'processor' means the individual or organisation which processes personal data on behalf of the controller.

WHY DO WE NEED YOUR PERSONAL DATA?

We will use your personal data for the performance of our contract with you, to quote for and provide you with insurance products and services, to process claims and renewals, to administer your policy and our business, to respond to any requests from you about services we provide and to process complaints. We will also use your personal data to manage your account, perform statistical analysis on the data we collect, for financial planning and business forecasting purposes and to develop new and market existing products and services.

We will use the special category and criminal conviction data we collect about you for the performance of our contract with you which is deemed to be necessary for reasons of substantial public interest. This allows us to quote for and provide you with insurance products and services, to process claims and renewals and to administer your policy.

In purchasing our products and services you should understand that you are forming a contract with us. If you contact us for a quote or request details on the services we provide, we consider ourselves as having a legitimate business interest to provide you with further information about our products and services. You may request to be withdrawn from all such marketing activities at any time.

In some situations we may request your consent to market our products and services to you, to share your data or to transfer your data outside the European Economic Area. Where we require consent, your rights and what you are consenting to will be clearly communicated to you. Where you provide consent, you can withdraw this at any time by contacting our Data Privacy Representative at info@ecparker.co.uk

DATA RETENTION

We will only store your data for as long as is necessary to comply with the requirements of your insurance contract(s) and any legal obligations or lawful processing conditions that may exist as a result.

YOUR RIGHTS

You have a number of rights concerning the personal information we use, which you may ask us to observe. In some cases even when you make a request concerning your personal information, we may not be required, or be able to carry out your request as this may result in us not being able to fulfil our legal and regulatory obligations under the lawful processing conditions under which we hold your data or because there is a minimum statutory period of time for which we have to keep your information. If this is the case, we'll let you know our reasons.

You can ask us to:

- Provide a copy of your personal information
- Correct or delete unnecessary or inaccurate personal information
- Restrict or to object to the use of your personal information at any time
- Object to any automated decision, including profiling which may have been used by insurers when underwriting your quotation. Where an automated decision has been made we will advise you of this and of your rights
- Provide your personal data in a structured, commonly used and machine-readable format and to have your personal data transferred to another controller. This right only applies where our processing of your personal data is automated and the processing took place initially with your consent or for the performance of a contract with you
- Where we rely on your consent to use your personal information, you can withdraw that consent at any time. Where your consent is withdrawn, your previous consent will remain valid in respect of our use of your information prior to the date you withdrew it, or if any marketing material has been sent prior to you advising that you don't want us to contact you again

INTERNATIONAL TRANSFERS OF PERSONAL DATA

The information you share with us may be transferred by us or any of the types of firms or organisations we have noted above, to other countries in order for processing to take place, including locations outside of the UK and the European Union.

If you have any questions or concerns about this privacy notice or your data protection rights please contact us using our details set out at the beginning of this privacy notice.

You also have the right to make an enquiry or to complain to the Information Commissioner's Office (ICO) if you are unhappy with our use of your data, or if you think we have breached a legal requirement. Further details about the ICO are available at: www.ico.org.uk.

PROTECTING YOUR DATA

We will take all appropriate technical and organisational steps to protect the confidentiality, integrity, availability and authenticity of your data, including when sharing your data and authorised third parties.

Communications/Documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

General

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales or Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.