

Mr Jon Davis
South West Sumo Hire t/as South West Bouncy Castles
Lower Brexworthy Farm
Bradworthy
Holsworthy
Devon
EX22 7TR

Our Ref: 83145966
18th February 2026

Dear Mr Davis,

Combined Liability Renewal - Policy No. ARK-FUL-EH-00894765

We are writing to you in connection with your Combined Liability renewal with Ark Insurance Group Limited and are pleased to confirm your cover arrangements for the period of cover from 27th February 2026 to 26th February 2027.

Cover has been renewed with Ark Insurance Group Limited at the premiums outlined below:-

| | |
|-----------------------|---------------|
| | (£) |
| Premium | 326.12 |
| Insurance Premium Tax | 39.13 |
| Insurer Fee | 30.00 |
| Total (£) | 395.25 |

Please note that the premiums shown are based on the information given at the time of the renewal quotation and you are reminded of the need to disclose any material fact which may influence an Insurer's decision to provide a renewal 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 us immediately to discuss further. If the information you give is different from that given at the time of the renewal quotation then the premium and terms provided may change.

Many thanks for placing your insurance requirements with Ascott Insurance Brokers and we look forward to continuing to look after your business over the coming year.

Yours sincerely,

Stewart Taberner
Account Executive
stewart@aibrokers.co.uk
Tel: 07789 712680

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Ascott Insurance Brokers T 01942 888 888 enquiries@aibrokers.co.uk W www.ascottinsurance.co.uk

Summary of Sums Insured

| | | Sum Insured (£) |
|--|--|-----------------|
| Combined Liability ⁽¹⁾ | | |
| Trades | | |
| Trade | | |
| Turnover (next twelve months) | | 0 |
| Public Liability | | 2,000,000 |

| Rating Notes | |
|---------------------|---------------------------|
| 1 | Endorsements |
| | Assault Course/Bungee Run |

Terms Of Business Agreement

Revised Date Jan 2024

Please note all calls are recorded for training and monitoring purposes

Please read this document carefully as it sets out the terms on which we agree to act for our clients and contains important regulatory and statutory information.

Definitions - "We/us/our" means Cover-Rule Ltd t/as Ascott Insurance Brokers. 15 The Quad, Atherleigh Business Park, Atherton, Manchester, M46 0SY, enquiries@aibrokers.co.uk. We act as an Independent Insurance Broker that is registered within England and Wales registration number 02395085. We are authorised and regulated by the Financial Conduct Authority, 12 Endeavour Square, London E20 1JN. Our FCA registration no. is 311856. You can check this on the FCA's register by visiting their website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Complaints - If you wish to make a complaint, please contact Mr P R Kay at the above address, or our office on 01942 888888. If we are unable to resolve the issue to your satisfaction by the end of the third business day following receipt, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response no later than 8 weeks.

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

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.

The FOS Consumer Helpline is on 0800 023 4567 (free for people phoning from a "fixed line"- for example, a landline at home) or 0300 123 9123 (free for mobile-phone users paying monthly charge for calls to numbers starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. www.financial-ombudsman.org.uk

ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms, like ourselves. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available for the FSCS.

Our Activities and Services - We are an insurance intermediary and can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf. We also act on behalf of insurers when collecting premiums under risk transfer (See "Money" section). We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties. We will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks. We will confirm to you the level of service we are providing as part of our sales process. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes. If we use the services of another intermediary or distributor to place your insurance, we will advise you of the name of the intermediary or distributor we use and the name of the insurer. We are an insurance distributor, which means the FCA has authorised us to advise, arrange, deal in and assist with the placing and administration or prepare in any other way the conclusion of all types of General Insurance policies.

Conflicts of Interest - Whilst we act in the capacity of agents for our product providers (i.e., the insurance companies we do business with) we are required to have in place appropriate governance controls to help us meet our regulatory objectives. We have in place effective organisational controls, including appropriate supervision, to ensure we manage any and all conflicts of interests which may arise or may be identified from time to time, this includes gifts and benefits granted and accepted, which may damage the interests of our relationship with either our distributors or our customers.

Method of Communication Whilst you do have a choice in the way we communicate with you, we will principally provide you with information using e-mail. During the process of dealing with us you will be given an option to receive information in this way, meaning if you would like information in a paper format, we will be happy to provide it.

Call Recording Your call may be recorded for training or monitoring purposes. We ensure all call recordings are protected in the same way as any other digital or written data in strict accordance with the General Data Protection Regulations (GDPR) and The Data Protection Act (DPA) 2018.

Our Customers Best Interests - Our primary aim is to ensure, for any customer (or potential customer) that we act honestly, fairly and professionally and in the customers best interest including giving customers information they might need to understand the relevance of any information we provide, as well as objectively giving that information when it is most useful to a customer to enable informed decision making.

Products - We offer products from a wide range of product providers (i.e., insurance companies) and sometimes use other distributors (i.e., sub-agents) to access products. Our selection usually involves presenting to a reasonable number of insurance companies that will insure for the risk at hand, and this is called a fair and personal analysis of the market. Sometimes we may only approach a specified number of product providers (i.e., insurance companies) and this is a Panel, or in some cases, we may only approach one product provider, in either case, we will tell you the basis as part of our selling process. The processes we have in place means that the characteristics of these products take account of our target customer's demands and needs and include sourcing products from one or more of the product providers we deal with. A full list of these product providers and where relevant distributors can be provided upon request.

Consumers Demands and Needs - In assessing your demands and needs we will ask you a number of questions. It is your responsibility to ensure you give us complete and accurate answers to any such questions, not only when you take out your policy, but also when you decide to renew or make any changes during any term of a contract of insurance (this applies to any changes in information relating to any individual named on the policy.) We will make a specific personalised recommendation for product suitability based on our understanding and appraisal of your demands and needs requirements. Where we provide you with specific advice, we will give you the relevant information you require, honestly, fairly, and professionally and in a way that is in your best interests (i.e., we will alert you to important terms and conditions about the contract of insurance, and we will provide you that information when it is most relevant). This may include information about comparable products between different product providers, all of which will help you to decide whether to go ahead with any particular contract of insurance.

Non-Consumers Demands and Needs - If you are dealing with us in a commercial capacity, you will be under a duty to make a fair presentation. You are therefore required to disclose any matter which you know or ought to know that would influence the judgement of an insurer in deciding whether to insure the risk and on what terms.

If you are unsure whether matter is relevant or not, you should provide sufficient information so as to put an insurer on notice that it needs to make further enquiries if necessary. We will make a specific personalised recommendation for product suitability based on our understanding and appraisal of your demands and needs requirements. Where we provide you with specific advice, we will give you the relevant information you require, honestly, fairly, and professionally and in a way that is in your best interests (i.e., we will alert you to important terms and conditions about the contract of insurance, and we will provide you that information when it is most relevant). This may include information about comparable products between different product providers, all of which will help you to decide whether to go ahead with any particular contract of insurance.

Transparency - You will receive information about any fees we receive relating to the product you are being offered. Our remuneration will either be a fee as agreed with you or commission which is a percentage of the premium paid by you, or a combination of both where appropriate. This will include commission, fees, over-rider agreements, profit share arrangements and any volume business deals that your policy may contribute towards. Brokerage/fees are for the policy period and we will retain all brokerage/fees in relation to policies we've placed. We are committed to ensuring complete transparency of our remuneration, and we will, at your request, fully disclose our remuneration.

MID Disclaimer - If your policy requires you to populate & update the Motor Insurance Database, it is entirely your responsibility to ensure this is done even if you request us or your Insurer to do this on your behalf. We are unable to accept responsibility if you fail in your obligations to ensure the MID is correct as per current legislation.

Payment of Premiums - We normally accept payment by guaranteed cheque or certain credit or debit cards & you should enquire which are available.

Premium Finance - We may be able to arrange finance for insurance instalments through the insurer or through a preferred premium finance provider. We act as a credit broker in arranging premium finance facilities and we will give you further information about this before we finalise your instalment arrangements. When we are aware there is an alternative premium finance arrangement available, with a lower annual percentage rate, for example direct with your insurer, we will let you know. This will enable you to make an informed decision. We will not make a specific recommendation or provide you with specific advice, we will give you the relevant information you require, honestly, fairly and professionally and in a way that is in your best interests this may include information about one or more agreements that you may be eligible for, so that you can compare them, which will enable you to make your own choice about whether to go ahead with any particular finance agreement.

Important - Using premium finance makes the overall cost of the insurance more expensive. We will ask you to confirm that you have actively elected (that you have "opted in") to pay via premium finance. A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision whether to proceed. Your agreement will last for 12 months but the premium finance may last for a shorter period.

If you choose to enter a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder, and the finance company direct, not us or the insurer. It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement. For the provision of premium finance facilities, a credit check will be performed if you wish to use this payment.

We do not charge any fees to you for introducing you to a credit provider.

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14-day cooling off period.

Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

Insurance Premium Tax - Your premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Duty to Disclose - You are obliged to ensure that the Insurer is provided with full and accurate material facts about your risk, now and throughout the lifetime of your policy. A material fact is anything that may influence an Insurer's judgement in their assessment of your policy, **and should include all incidents/losses that you have dealt with yourself without involving an Insurer.** A material fact could include changes to your business activity, criminal convictions or any financial issues such as potential bankruptcies or CCJ's. If you are unsure as to whether a fact is material, we recommend that it be disclosed. Failure to disclose may entitle the Insurers to refuse to pay part or all of any subsequent claims.

Definition of a Consumer: A policyholder acting for purposes outside his trade, business or profession.

Definition of a Non Consumer: A policyholder acting for purposes within his/her trade, business or profession.

Duty of Fair Presentation (Non-Consumer clients) - Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately. You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information. If you feel you have not been able to do so, please advise us so we can allow underwriters to make further enquiries if they wish to do so. You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith. Any deliberate or reckless misrepresentation may involve part or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

Misrepresentations Act (Consumers only) - You are respectfully reminded of your duty to take reasonable care not to make a misrepresentation in any information that is provided by you to insurers and to answer all questions asked by insurers honestly. Under the Consumer Insurance (Disclosure and Representations) Act 2012, a misrepresentation may amount to a failure to comply with a request from an insurer for confirmation, or amendment, of details previously provided by you. Please be aware that the duty to take care not to make a misrepresentation exists not just prior to any placement being effected but also at any subsequent renewal and any variation of the contract terms during the period of insurance. In the event of a deliberate or reckless misrepresentation, insurers may avoid the contract. Under the Consumer Insurer (Disclosure and Representations) Act 2012, a deliberate or reckless misrepresentation is a misrepresentation where you know it to be untrue or misleading (or do not care either way) and that you know (or do not care) that the matter to which it relates is relevant to insurers. Insurers may also avoid the contract where a careless misrepresentation has been made. A careless misrepresentation is a misrepresentation that is neither deliberate or reckless. In such instances, if insurers would not have entered into the contract had the careless misrepresentation not been made, then insurers may be entitled to avoid the contract. However, if insurers would have imposed different terms had the careless misrepresentation not been made, then insurers may be entitled to treat the contract as if those terms applied.

Security - We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and A M Best published with other readily available information within industry guides, newsletters, and press releases.

Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

Data Protection - Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

IMPORTANT - Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims. Motor Insurance details are added to the Motor Insurance database run by the Motor Insurers' Information Centre that has been formed to help identify uninsured drivers and may be secured by the Police to help confirm who is insured to drive. In the event of an accident the database may be used by Insurers and the Motor Insurers Bureau to identify relevant policy information. Other insurance related databases may also be added in the future.

Credit Checks - To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether or not your applications proceed. As well as these searches they or us may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your applications proceed. Unless you contact us to confirm you do not wish us to carry out these searches we will assume your consent has been given and proceed as above.

Claims - You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact this office and we will promptly advise you and if appropriate, issue you with a claim form and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

Client Money - We will hold money that you pay to us in accordance with the regulator's rules under a risk transfer agreement with insurers. This will include holding your money in the following way:

A non-statutory trust insurer bank account in accordance with our agreements with Insurance Companies that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to you.

By holding your money in this way, means that in the event that this firm becomes insolvent your money remains protected.

Any interest we earn on client money and any investment returns will be retained by us for our own use.

Payment to Third Parties - We may transfer client money to a third person, such as another broker, for effecting a transaction on your behalf through that person. This may include brokers or agents outside the UK. The legal and regulatory regime applying to that person outside the UK may be different from that of the UK and in the event of a failure of that firm; this money may be treated in a different manner from that which would apply if an agent in the UK held the money. You may notify us if you do not wish your money to be passed on to a person in a particular jurisdiction.

Cancellation - Your insurance may include a cancellation clause. If you are a Consumer, this is mandatory. Full cancellation details will be explained to you during the negotiation process. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned in the event that the insurance is cancelled after inception, our fees or brokerage will not usually be returnable.

Your Right to Cancel (Applicable to Consumers only) - Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. This period is extended to 30 days for Pure Protection or Payment Protection contracts. You will always be advised where this Right applies. A charge may apply for the period of cover provided and, in addition, an administration charge will apply. Cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

Cancellation non-consumer - Commercial insurance policies do not routinely have cancellation rights except those available to the insurer. As a Commercial customer, you do not have the same cancellation rights by law as a consumer but may still have specific contract rights and reference should be made to the policy document to ascertain your position.

Where returns of commercial premiums are made on cancellation, it is usually following cancellation by the insurer, not the policyholder. On cancellation of a policy any refund or premium allowed by the insurer will be paid to you after deducting our annual commission and fees.

Remuneration, Fees & Charges

In most cases we are paid by commission from the insurer, but in some circumstances, we may charge you a fee instead of commission or a combination of both, in which case this will be confirmed to you in writing at the time of incepting or renewing your policy. Our fees will be confirmed to you clearly and in writing at the time of incepting or renewing your policy and will always be disclosed to you before you commit to purchasing the product. There may also be occasions when an additional fee is sought, for example changes to the risk that required significant further advice and placement of additional coverage or substantial involvement in any large, difficult, or complex claims.

In addition, we also make charges as detailed below to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. These fees are non-refundable.

| | Consumer | Non-Consumer |
|---|---------------|---------------------|
| New Business | Up to £500.00 | Agreed at quotation |
| Renewal | Up to £500.00 | Agreed at renewal |
| Mid-Term Adjustments | Up to £25.00 | Up to £100.00 |
| Lost Papers or Duplicate Documents | Up to £25.00 | Up to £100.00 |
| Temporary Change | Up to £25.00 | Up to £100.00 |

We may occasionally receive additional remuneration from insurers, claims management providers and others. Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a single Finance Provider. Where we arrange premium finance on your behalf, we are remunerated for our assistance in putting this financing in place by way of commission. We will advise you of any commission payable by the finance provider in relation to a credit agreement where knowledge of the existence or amount of commission could affect our impartiality in recommending a particular product or that may have a material impact on your transactional decision. You are entitled at any time to request further information regarding the amount of any remuneration which we may have received as a result of placing or renewing your insurance cover. To the extent that this is not possible for an amount to be given, we will provide the basis for its calculation.

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.** 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. We will advise you if this affects you. Bank details may be retained for the purposes of refunds and claims payments that may be made by BACS

Financial Crime - The National Crime Agency (NCA) requires us to report any suspicious transactions to them, and we may have to obtain evidence of clients identity at the start of a business relationship. We may ask or sight of your passport, utility bill or bank statements. For companies, evidence usually consists of a copy of the Certificate of Incorporation or we may check the Companies House register.

[We are also obliged to conduct reasonable due diligence to protect you and us against the risk of financial crime. We may require you to provide evidence to assist us with verifying your identity and any payment details you provide to us to ensure that the transactions that we conduct on your behalf are legitimate.](#)

[Neither party shall be involved in the offering, promising, or giving of any financial or other advantage to any person in breach of any applicable anti-bribery laws \(including the Bribery Act 2010\). We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing any such report to you.](#)

[We shall not provide any services, provide any benefits, or make any payments to any client that is the subject of any trade and economic sanctions or embargos or provide services to any client located, organised in or resident in a country or territory that is the subject of comprehensive country sanctions.](#)

[We will carry out checks of the consolidated list of financial sanctions targets designated by the United Nations, The European Union and the United Kingdom and maintained by the Office of Financial Sanctions \(OFSI\) for all customer transactions. If](#)

[sanctions apply we are obliged to report the transaction to the relevant authorities and, in such cases, we shall not make any further payments or process already notified claims and insurers may invoke cancellation rights to terminate affected insurance contracts.](#)

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 exclusive jurisdiction of the English courts.

Confidentiality (how we use your information) - All personal information about you will be treated as private and confidential. We are registered with the ICO as a Data Controller. We undertake to comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. Your personal information will be kept secure. If you require more information on how we use your personal data please refer to our privacy notice.

Privacy Notice

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1. Important notice

This is the privacy notice of Cover-Rule Ltd t/a Ascott Insurance Brokers (registration number: 311856) whose registered office is at 15 The Quad, Atherleigh Business Park, Atherton Manchester M46 0SY referred to as **we, us** or **our** in this privacy notice.

This privacy notice sets out how we collect and process your personal data. This privacy notice also provides certain information that is legally required and lists your rights in relation to your personal data.

This privacy notice relates to personal information that identifies you as a natural person (whether you are an actual or potential customer, an individual who browses our website or an individual outside our organisation with whom we interact). We refer to this information throughout this privacy notice as personal data or personal information and further detail of what this includes are set out in this privacy notice below.

The privacy and security of your personal information is very important to us so we want to assure you that your information will be properly managed and protected by us at all times. Please read this privacy notice carefully as it explains how we may collect and use your personal data.

This privacy notice may vary from time to time so please check it regularly. This privacy notice was last updated on 14TH February 2025.

2. How to contact us

Controller and contact details:

For the purposes of relevant data protection legislation, we are a **controller** of your personal data. As a controller, we use (or **process**) the personal data we hold about you in accordance with this privacy notice.

If you need to contact us in connection with the use or processing of your personal data, then you can do so using our contact details as set out below.

Our Data Protection Officer is Paul Kay who you can contact at 15 The Quad, Atherleigh Business Park, Atherton Manchester M46 0SY

What information we hold about you and where we obtain this from:

The personal data that we collect about you may include the following information:

- Personal data you provide to us in person, via our website or by telephone

- Personal data you provide when you enquire about insurance, or when you purchase a policy, through us, including information about what and/or who you want to insure, such as vehicle details, business activities, your home or travel details
- General information about you, such as your name, address, contact details and date of birth
- Personal data you provide if you subscribe to any of our mailing or newsletter services
- Your claims and credit history
- Financial details, such as your bank account and card details
- Criminal convictions
- Information about your use of our website such as your IP address, which is a unique number identifying your computer, including personal data gathered using cookies.

In addition, we may obtain certain special categories of your data (**special categories of data**) and data about criminal convictions, and this privacy notice specifically sets out how we may process these types of personal data. The special categories of data are data concerning health.

We collect your personal data from you as a controller when we obtain quotations for insurance for you, when we set up your policy for you and when we make changes to your policy for you. This may also involve the collection of data from or about others who are associated with you and your insurance policy such as other persons insured on your policies or your employees or representatives. By giving us information about someone else for the purpose of arranging insurance for them under your policy such as named driver, employee or travel companion etc. you confirm that you have their permission to do so, and that you have shared this privacy notice with them.

By asking us to arrange a contract of insurance for you where this involves passing information to us relating to children, you confirm to us that in doing so you are the responsible guardian of the child.

We also collect information from publicly available sources and third-party databases made available to the insurance industry for the purposes of reducing fraud and financial crime as well as any other third-party databases where your personal data may be held, provided such third parties have lawful bases on which to share such personal data with us.

3. How we use your personal data and the lawful basis for doing so

Where we are relying on a basis other than consent:

We may rely on one or more of the following legal bases when processing your personal data for the following purposes:

| Purposes for which we process your personal data | The basis on which we can do this (this is what the law allows) |
|---|---|
| In order to perform our contractual obligations to you. This would include our fulfilling your requests for insurance services (including obtaining insurance for you, fulfilling requests for mid-term adjustments and obtaining renewals) | The processing is necessary in connection with any contract that you may enter into with us |
| To administer your account, including financial transactions for insurance broking | The processing is necessary in connection with any contract that you may enter into with us |
| To assist in the prevention and reduction of fraud and other financial crime | The processing is necessary for us to comply with the law and our legal requirements |
| In the interests of security and to improve our service - telephone calls you make to us may be monitored and/or | The processing is necessary to pursue our legitimate interest in the management and operation of our business |

| | |
|--|---|
| recorded | |
| To let you know about similar products and services that may be of interest to you | The processing is necessary to pursue our legitimate interest in operating our business |
| To make automated decisions, automated profiling and fraud detection | The processing is necessary in connection with some contracts that you may enter into with us |

Special categories of data and criminal convictions:

We may also need to collect special categories of data from you such as information about your health, personal data revealing racial or ethnic origin, religious or philosophical beliefs or trade union membership and genetic data.

We may also collect information on criminal convictions which we may share with third parties. The lawful basis on which we can do this is the processing is necessary for reasons of substantial public interest relating to insurance purposes.

Insurance purposes mean (a) advising on, arranging, underwriting or administering an insurance contract (b) administering a claim under an insurance contract or (c) exercising a right or complying with an obligation, arising in connection with an insurance contract, including a right or obligation arising under an enactment or a rule of law.

4. Who we pass your personal data to

We may need to pass your personal data to other companies which may include:

- Other companies or brands within our group of companies, for example if we are unable to provide a suitable insurance policy on request or at renewal, we will check if any of our associated group companies can provide you with suitable cover
- The insurers, intermediaries and third-party service providers that we use for the purpose of arranging and administering your insurance policy. This may also include risk management assessors, uninsured loss recovery agencies, premium finance providers and other third parties involved (directly or indirectly) in the administration of your insurance and its associated benefits
- Firms that provide administration and processing services to us or on our behalf under contract in order to complete activities such as claims handling, IT systems and administrative services and other activities set out in this privacy notice, as well as support activities such as finance and auditing services
- Organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies
- Other organisations where we have a duty to or are permitted to disclose your personal information by law, for example if we received a valid request from the police or other third-party organisation in the interest of preventing and detecting crime
- Fraud prevention agencies and operators of registers available to the insurance industry to check information and prevent fraud
- Credit reference agencies to check your credit history. This check will be recorded on your credit reference file without affecting your ability to apply for credit or other financial products
- Third parties we use to recover money you may owe us, or to whom we may sell your debt
- Another company, if our business or part of it is bought or taken over by that company to make sure your insurance policy can continue to be serviced or as part of preliminary discussions with that company about a possible sale or take over

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. We will only do so if there are adequate levels of protection in place as required by applicable data protection laws.

5. Accessing our website and cookies

When you visit one of our websites, we may collect information from you such as your email address, IP address (**a unique address that identifies a device on the internet or a local network**) and other online identifiers. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We may use third parties to collate IP addresses to help us understand our Internet traffic data and data regarding your browser type and computer. We may also use web usage information to create statistical data regarding the use of our website. We may then use or disclose that statistical data to others for marketing and strategic development purposes, but no individuals will be identified in such statistical data.

We may use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer, mobile phone or tablet depending on the device used to access our website. A pixel tag is an invisible tag placed on certain pages of our website, but not on your computer. Pixel tags usually work together with cookies to help us to give you a more tailored service.

We may also use cookies and pixel tags in our email communication to personalise the email and track whether the email has been opened and whether the recipient has used any website links contained in the email communication. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found at <https://allaboutcookies.org>.

Internet browsers normally accept cookies by default, although it's possible to set a browser to reject cookies. However, refusing to accept cookies may restrict your use of our website and/or delay or affect the way in which our website operates. You can find more information on cookies when you visit our website.

The open nature of the internet is such that data may flow over networks without security measures and may be accessed and used by people other than those for whom the data is intended. While this is outside of our control, we do take the protection of your information very seriously and aim to apply appropriate levels of security at all times.

6. Closed circuit television (CCTV)

Where CCTV is used, we have identified and documented the potential impact on individuals' privacy and have taken this into account when installing and operating the CCTV system. We regularly review whether CCTV is still the best security solution.

We will clearly inform individuals of our use of CCTV, and we only retain recorded CCTV images for long enough to allow for any incident to come to light (for example, for a theft to be noticed) and to investigate it.

We will respond to individuals or organisations making requests for copies of their images on our CCTV footage and will seek prompt advice from the Information Commissioner where there is any uncertainty. We securely store CCTV images, limit access to authorised individuals, and regularly check that the CCTV system is working correctly.

We have a nominated individual who is responsible for the operation of the CCTV system.

7. Telephone recording

Where telephone conversations are recorded, we will inform you of this at the beginning of the call together with our reasons for doing so and any objections should be raised immediately.

Telephone recordings will be stored securely for no longer than necessary and you have the right to request a copy where this is still available. The call recordings will only be passed to third parties where we have a legal right or legal obligation to do so.

Payment card data is protected in accordance with the Payment Card Industry Data Security Standard (PCI DSS) and our system prevents us from recording Sensitive Authentication Data (SAD) or where this is not possible, is immediately deleted after card authorisation.

8. Your rights

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.

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.

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 <https://ico.org.uk>.

9. How we contact you about other products and services

We may from time to time process your personal data to let you know about similar products and services that may be of interest to you. This is because we value your custom, and we pride ourselves in offering professional and tailored advice which meets your specific insurance needs. This includes keeping you informed on the latest insurance and industry information and details of any offers or promotions relating to the insurance services we provide to you.

Our lawful basis for processing your personal data in this way is necessary to pursue the legitimate interests of our business unless we have otherwise obtained your consent to do so.

We may contact you by post, telephone or e-mail. You will be given the option to stop receiving any communications from us in this regard at any time, however, please note that this will not affect us contacting you about the servicing of products that you have specifically requested from us.