

# Terms of Business Agreement - Consumers

## Oakes Insurance Consultants

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third party providers. Please contact us immediately if there is anything in this document that you do not understand/or with which you disagree.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

### 1. Our Service

- 1.1. Oakes Insurance Consultants is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 307170. These details can be checked on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082.
- 1.2. We are permitted to arrange, advise on, deal as an agent of insurers, assist in claims handling, help with ongoing changes, introduce to an insurer/finance provider(s) and arrange lending facilities, collect debt and administer debts in respect of general insurance policies on behalf of our clients.
- 1.3. We have access to leading insurers and often we select your insurance product from a wide range of insurers, however there are times when we use a select panel of insurers/finance providers. Please ask us if you would like a list of these insurers. At our discretion, we offer clients the options to pay by instalments through Oakes Finance Limited. We will always advise you of our selection range prior to you committing to purchase an insurance policy or take out a finance agreement. In certain circumstances we may use the services of another intermediary to place your insurance and in these circumstances we will always advise you of the name of that intermediary.
- 1.4. Upon assessment of your requirements we will make a recommendation for a particular insurance product. Our advice will be confirmed in a demands and needs statement which will clearly state the reasons for our recommendation. In some circumstances we may not provide advice, for example if we renew your insurance cover with your existing insurer without rebroking your insurance and where no recommendation has been provided; and/or if we simply provide you with information on a product. If we do not provide you with advice we will always make this clear to you in our documentation.

### 2. Our Remuneration and other Income

- 2.1. We reserve the right, at our discretion, to make an administration charge. e.g. New Business, Renewal, Mid-Term Adjustment, replacement documents all of which are non-refundable.. These fees may be subject to change and where this is the case you will always be advised of the actual fee in writing.
- 2.2. We usually receive commission from an insurer when placing your business and from a finance provider when arranging finance for you. We occasionally receive additional remuneration from insurers, finance providers and other associated business partners for business we place with them. Please ask us if you would like further information.

### 3. Consumers - Information We Need to Know

- 3.1. Your policy documents will state your customer classification.
- 3.2. You must take reasonable care to provide complete, accurate and honest answers to the questions we ask when you take out, make changes to and renew your policy. Please also tell us if there are any changes to the information set out in your policy documentation.
- 3.3. If any of the information changes after you purchase or renew your policy and during the period of your policy please provide us with details.
- 3.4. If any of the information provided by you is not complete and accurate:
  - your insurer may cancel your policy and treat it as if it never existed; or
  - your insurer may refuse to pay any claim; or
  - your insurer may not pay any claim in full; or
  - your insurer may revise the premium and/or change the compulsory excess; or
  - the extent of the cover may be affected
- 3.5. You should keep a record (including copies of letters) of all information provided for future reference.

### 4. Renewal of Contract

- 4.1. We will write to you in good time before your renewal date, offering your terms or in situations where we are not inviting renewal we will tell you. Renewal of the contract is based on the information you supplied when we arranged your current contract along with any amendments you have made during the period of cover. It is important that you tell us about any changes to your requirements.
- 4.2. Where we offer you renewal terms and your insurance is paid by continuous monthly direct debit instalments, in the absence of a response from you, we will deem this as your consent to renew automatically.

### 5. Payment of the Premium

- 5.1. You must provide the premium due in cleared funds in accordance with the amounts and dates specified in our payments options schedule. Failure to meet the payment date may lead to insurers cancelling your policy.
- 5.2. Please refer to our payment options schedule for full details on how to make a payment.
- 5.3. Please note that cover will cease if you fail to keep up payments under a credit agreement.

### 6. Cancellation Rights

- 6.1. Your policy documents will provide you with specific information on your full rights to cancel your insurance. A personal policy which lasts for more than one calendar month offers you the facility to cancel cover (providing there have been no claims), within 14 days from the

policy start date or the date when you receive the full policy documentation from us or your insurers; whichever occurs later. You will be entitled to a refund of premium less our administration charge and a charge by your insurer for the time your insurance cover was in place.

## **7. Refund Procedures**

- 7.1. Where you cancel your personal insurance outside the 14 day cancellation period, we reserve the right to charge for our time in providing you with advice and for the administration costs involved. This results in us retaining our original commission and fees.
- 7.2. For some insurance contracts, insurers will not provide refunds for mid-term cancellation of cover. We will tell you if this affects you.
- 7.3. We do not provide refund payments of less than £10.

## **8. Notification of Claims or Incidents**

- 8.1. Many insurers provide a 24 hour helpline in respect of claims. Please refer to your policy documents for contact details.
- 8.2. Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them either by contacting your insurer or ourselves.
- 8.3. If you receive correspondence from a third party about your claim please pass it to us or your insurer immediately and unanswered.
- 8.4. If you require any assistance with a claim or incident please contact us.

## **9. Client and Insurer Money**

- 9.1. We hold all client money as agent of the insurer which means that upon receipt of your premium by us, it is deemed as having been received by the insurer. We hold your monies in an insurer monies trust account with an approved bank under a non-statutory trust arrangement in accordance with Financial Conduct Authority rules. This means that we are entitled to and may use client money held on behalf of one client to pay another client's premium before the premium is received from that other client, and to pay claims and premium refunds to another client before we receive payment from the insurer. However, we are not entitled to use client money to pay commissions to our company before we receive the relevant premium from the client. It is our policy to retain any interest that may be earned on monies held in our insurer monies trust account.

## **10. Confidentiality and Security**

- 10.1. To help make sure you receive a competitive quotation, offer of appropriate payment options, protection against fraud and to verify your identity, insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your application proceeds.
- 10.2. All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance. By accessing our sites and using our services, you consent to any such transfer of information to a third party.
- 10.3. Where you have given us consent we may use the data we hold about you to provide you with a renewal quotation and information about products and services we consider may be appropriate.
- 10.4. Our Retention of your Personal Information - By using our services you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected. We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Under the General Data Protection Regulations 2018, you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the General Data Protection Regulations please refer to the Information Commissioners Office – [www.ico.org.uk](http://www.ico.org.uk).

## **11. Termination of Agreement**

- 11.1. Our agreement may be terminated by either one of us giving 14 days notice in writing to the other. You will be liable to pay for any outstanding transactions or adjustments prior to termination without any penalty fee as long as these are settled immediately on termination.
- 11.2. We will be entitled to retain any fees or commission payable in relation to business transacted prior to the date of termination.

## **12. Law and Jurisdiction**

- 12.1. These Terms of Business which form our agreement with you, shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

## **13. Bribery and Corruption**

- 13.1. Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.

## **14. Sanctions**

- 14.1. Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

## **15. Complaints**

- 15.1. Our aim is to provide all of our clients with an excellent level of service, however we recognise that there may be occasions when you do not feel satisfied with the service you have received from us. Should you need to make a complaint please contact our Complaints Manager using any of the following methods:

**email:** [tim@oakesinsurance.co.uk](mailto:tim@oakesinsurance.co.uk)

**post:** Mr T Eyre (Partner) Oakes Insurance Consultants, Oakes House, 32 Derby Road, Long Eaton, Notts, Ng10 1PD

**Tel: 0115 9733343**

- 15.2. We aim to resolve complaints within 3 business days following receipt, however if we can't we will write to you within five working days to acknowledge your complaint and provide details of our complaint handling procedures and who is dealing with your complaint.
- 15.3. We aim to provide a final response to your complaint within eight weeks from the date of receipt of your complaint and if we cannot we will outline the reasons for the delay and provide you with an indication of when you can expect to receive a response.
- 15.4. If you are dissatisfied with our final response, or we have been unable to provide our final response to your complaint you may be eligible to refer the matter to the Financial Ombudsman Service (FOS) free of charge. Details of the eligibility criteria can be found in our complaints procedure or on the FOS website <https://financial-ombudsman.org.uk>. If you do decide to refer your complaint to the Ombudsman you must do so within six months of the date of our final response.
- 15.5. The FOS offer an independent service for resolving disputes and you can contact the FOS by:
- Calling their consumer helpline on 0800 0234 567 or 0300 1239 123;
  - Writing to them at Exchange Tower, London E14 9SR;
  - Emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).
- 15.6. We will include a copy of the Financial Ombudsman Service's leaflet in all resolution letters.

## **16. Solvency and Compensation**

- 16.1. We do not guarantee the solvency of any insurer we place business with.
- 16.2. We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.
- 16.3. Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details about the FSCS can be found on their website [www.fscs.org.uk](http://www.fscs.org.uk).

## **17. Conflicts of Interest**

- 17.1. Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests or our duty to another party prevents us from discharging our duty to you.
- 17.2. Where we become aware of any actual or potential conflict of interest we will tell you about the situation, the options available to you and we will ask for your consent to proceed.

# The Duty of Disclosure and Fair Presentation

If your insurance<sup>1</sup> policy is governed by the laws of England and Wales, Scotland or Northern Ireland<sup>2</sup> please read this guidance note carefully, as any failure to disclose material information to your insurer, may adversely affect the validity of your insurance policy. If you have any queries, please do not hesitate to contact us in the first instance.

If your insurance policy is not governed by the laws of England and Wales, Scotland or Northern Ireland, we recommend that you obtain independent advice as to your obligations under the relevant law. If you are not sure about which law applies to your insurance policy, you should discuss this with us.

This guidance note does not purport to constitute legal advice but it does reflect the law. Your insurance policy may contain clauses which vary the strict legal position. If appropriate you should, in addition to speaking with us, consider taking your own independent legal advice.

Please tell us if the person in your organisation responsible for arranging insurance changes so that we may explain the duty of disclosure/fair presentation to that person.

**REMEMBER** – you are responsible for the accuracy and completeness of all the information you provide to us and to your insurer.

## Your Obligations

If you are a business and your insurance policy is governed by English Law, you must, at all times, act with utmost good faith towards your insurer. This means that before your policy is placed, at renewal, when varying or extending the policy (and also during the policy period if your policy contains a particular clause stating that any change in the circumstances must be advised to your insurer), you must disclose to your insurer all information, facts and circumstances which are, or ought to be known to you and which are material to the risk. When providing information or completing a proposal form, or otherwise confirming any information to your insurer, you should take care to ensure that the details provided are complete and accurate.

Even where a proposal form is used, you should note that your duty of disclosure is not confined to answering the specific questions listed in the form, and/or asked by us or your insurer and that all material circumstances should be disclosed to your insurer, regardless of whether or not your insurer has asked for the information.

## What is 'Material'?

Under English Law, every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium and/or the terms of the insurance and/or determining whether to accept the risk. This refers to 'any' prudent insurer, not just the insurer who has been offered the risk. A circumstance may be material even if disclosure would not necessarily lead to an increased premium or declination of the risk.

The Insurance Act 2015 gives some guidance as to what a 'fair presentation' of the risk means:

- You must disclose every material circumstance which is known by
  - Your senior management (the Act defines 'senior management' as 'those individuals who play significant roles in the making of decisions about how the insured's activities are to be managed or organised'); and
  - Those individuals responsible for arranging your insurance (which includes risk managers and any employee who assists in the collection of data, or who negotiates the terms of the insurance, such as your individual brokers).
- You 'ought to know' what should reasonably have been revealed by a 'reasonable search' of information available to you. This means you must conduct a reasonable search for, and disclose, material information that is available to you. It is important to note that this includes not only information held within your organisation but also outside it, including information held by your agents, and also held by persons and entities who are to be covered by the insurance.
- You must not make any misrepresentations to your insurer.
- You must provide the information to your insurer in a manner which would be 'reasonably clear and accessible' to a prudent insurer. This is a new, standalone, duty.

In the context of business insurance policies, insurers are likely to regard matters such as, but not limited to, the examples detailed in last page of this document as material. If you are unsure whether a fact or circumstance should be disclosed, or whether the duty to disclose information continues throughout the period of a particular policy, we recommend that you disclose the information anyway, as failure to do so may lead to your insurer reducing its claim payment, applying additional terms or even avoiding the policy.

## When to Disclose

Your duty of disclosure applies throughout the negotiations preceding the placing of your policy, until your insurer has agreed to accept the risk and has set the terms, price and level of participation, and the contract has been finalised.

After the policy has been placed, the duty of disclosure arises again if you wish to make changes to the policy, so that your insurers takes additional risk, when there is an extension of the policy period and when a policy condition requires you to advise your insurer of a specific increase or alteration in risk. The duty to disclose material facts and circumstances arises again during the renewal process.

## Failure to Disclose

The consequences of failing to disclose a material fact or circumstance will depend on the precise terms of your insurance policy.

The Insurance Act 2015 sets out the remedies that your insurer will have if you fail to comply with the duty of fair presentation. Your insurer's remedies will depend on whether or not your failure was deliberate or reckless:

- If you deliberately or recklessly fail to comply with your duties, your insurer will be able to avoid the policy, that is, to treat it as if it had never existed, and may retain the premium.
- If your failure to comply with your duties was not deliberate or reckless, your insurer's remedy will depend on what the insurer can show it would have done had a fair presentation of the risk been made:
  - If your insurer would not have entered into the contract on any terms, it can still avoid the contract but must return the premium;
  - If your insurer would have entered into the contract but on different terms (not relating to premium), the contract may be treated as if it included those terms from the outset;
  - If your insurer would have entered into the contract but would have charged a higher premium, the amount paid on a claim may be reduced proportionately.

The Insurance Act 2015 will also apply to variations made to policies on or after 12 August 2016 even if the policy inception prior to this date

<sup>1</sup> References to insurance/insured/insurer also apply to reinsurance/reinsured/reinsurer, save for consumer insurance references.

<sup>2</sup> All references to English Law include the law of Wales, Scotland and Northern Ireland

## Non-Exhaustive Illustrative Examples of Material Information

Circumstances which may be considered material are:

- Special or unusual facts relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk;
- Anything which would generally be understood as being something that should be disclosed for the type of risk in question.

By way of example:

### General Information about Your Business

- Business activity (or change to business activity), including processes, products and geographic presence;
- New companies, markets, acquisitions or disposals;
- Additional premises/insurable items;
- Changes to premises;
- Higher than ordinary degree of risk or liability (specific to your business or industry-specific);
- Business financial status;
- Loss history/experience, including paid and outstanding claims and potential claims/circumstances/incidents/losses that were not reported as claims (whether insured or not);
- Details of criminal charges and convictions of your organisation, its directors or employees; regulatory investigations or enforcement/health and safety investigations and prosecutions;
- Any insurers' previous declinatures, refusals to renew, imposed terms/restrictions in cover, mid-term cancellations etc.

### Material Damage Policies

- Changes in construction and/or purpose;
- New/amended processes;
- Changes to fire protections;
- Increased storage of hazardous materials/attractive stock;
- Any attempted break-in or arson attack;
- Use of temporary/third party premises.

### Liability Policies

- Changes to business activities (including disclosing historic activities that have ceased);
- The creation or acquisition of new companies for which cover is required;
- Products exported to, or work in, overseas territories (particularly in the USA or Canada);
- Work in or on hazardous locations such as offshore installations;
- Health and safety investigations/prosecutions.

### Motor Fleet Policies

- Driving convictions;
- Corporate investigations/prosecutions;
- Undisclosed accidents;
- Changes to vehicle performance;
- Change of use of vehicle.

### Business Personal Accident and Travel Policies

- Changes to business activities;
- Material differences in the travel pattern (different geographies, number of journeys, etc.).

REMEMBER - This list provides examples only. If in doubt - Disclose.

For more information about the duty of disclosure and fair presentation, please contact us.

The information contained herein is based on sources we believe reliable and should be understood to be general risk management and insurance information only. The information is not intended to be taken as advice with respect to any individual situation and cannot be relied upon as such.

# Privacy Notice

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

"OIC" (also referred to in this Notice as "we", "us", or "our") means Oakes Insurance Consultants.

## 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 at:

Oakes Insurance Consultants  
Oakes House  
Derby Road  
Long Eaton  
Notts  
NG10 1PD

Tel: 0115 9733343; email: [info@oakesinsurance.co.uk](mailto:info@oakesinsurance.co.uk).

Website: [www.oakesinsurance.co.uk](http://www.oakesinsurance.co.uk)

## 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 developing 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, home, travel and health 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 [www.mib.org.uk](http://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 write to us:

Oakes Insurance Consultants  
Oakes House  
Derby Road  
Long Eaton  
Notts  
NG10 1PD  
Email: [info@oakesinsurance.co.uk](mailto:info@oakesinsurance.co.uk).

### **Withdrawal of consent**

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

Oakes Insurance Consultants  
Oakes House  
Derby Road  
Long Eaton  
Notts  
NG10 1PD

Tel: 0115 9733343; email: [info@oakesinsurance.co.uk](mailto:info@oakesinsurance.co.uk).

### **How to make a complaint**

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

Oakes Insurance Consultants  
Oakes House  
Derby Road  
Long Eaton  
Notts  
NG10 1PD

Tel: 0115 9733343; email: [info@oakesinsurance.co.uk](mailto:info@oakesinsurance.co.uk).

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

The Information Commissioner Wycliffe House Water Lane Wilmslow Cheshire, SK9 5AF; Phone: 08456 30 60 60 Website: [www.ico.gov.uk](http://www.ico.gov.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.

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.