

Terms of Business Agreement – Commercial Customer

We write to set out our commitment to you as our commercial customer, and the principles we seek to uphold at all times. Please read this document carefully as it sets out the terms on which we act for our clients and also details our regulatory status.

Our Status

Berkeley Insurance Group UK Ltd of 2 Colton Square, Leicester, LE1 1QH is an Independent Insurance Broker (Intermediary) and is authorised and regulated by the Financial Conduct Authority (FCA). Our telephone number is 0116 2614747. Our FCA Firm Reference Number is 311514 and you can check this information by visiting the FCA website: <https://register.fca.org.uk/> or by contacting them on 0800 111 6768. The FCA regulates the sales, advice and service we provide to ensure that customers are treated fairly.

We are an owner-managed business with no external affiliations or associations.

Instructions

You are responsible for providing us with written instructions to effect cover on your behalf in sufficient time for us to complete the placement with insurers prior to the inception date and you should not assume that cover has been arranged until you have received formal confirmation of this from us.

Duty of Disclosure

All material information must be disclosed when obtaining cover whether or not a specific question is asked or Proposal Forms are applicable or completed. Information is material if: it would have an effect on the mind of a prudent underwriter in considering the risk, or if it would affect the judgement of the underwriter in that the misrepresentation/non-disclosure induced him to enter into the contract of insurance on the relevant terms. As a minimum you need to disclose sufficient information to put an underwriter on notice that it needs to make further enquiries about potentially material circumstances. You will be expected to have undertaken reasonable searches for information within your organisation and to provide your information in a clear and accessible manner.

Please note that what is material also extends to providing an accurate value of the sums/items insured.

You are responsible for providing us with information so it can be easily passed to underwriters in a fair and coherent manner. If any material information is omitted or misrepresented deliberately or recklessly, underwriters have the right to void the policy and return the premium. This means the policy is ineffective and that no claims will be paid. Alternatively they may be entitled to pay less than your claim is worth and/or apply different terms retrospectively when valuing your claim. It is therefore essential that attention is paid to the information which is provided to enable the underwriters to consider the risk and to the accuracy and completeness of that information. Please discuss with us if you have any doubts about what is material or otherwise and how to provide the information to the insurer.

The duty of disclosure arises when the insurance is first taken out and also on each subsequent renewal or amendment. The underwriter may also require to be advised of any changes mid-term. Please contact us immediately if mid-term amendments are required in order that the approval of the changes can be sought from the underwriters and any information provided.

Information about the Proposed Insurance

We will provide you with adequate information in a comprehensive and timely way to enable you to make an informed decision about the insurance being proposed. Prior to the conclusion of the contract, we will provide you with a statement of your demands and needs. Please read this carefully – it is your responsibility to check that it is an accurate reflection of your requirements.

We will explain to you the differences in and the relative costs of the types of insurance, which we think, will suit your needs. We explain the key features of the insurance proposed including the essential cover and benefits, any significant or unusual restrictions, exclusions, conditions or obligations and the period of cover.

If we are unable to match your requirements we will explain the differences between these requirements and the insurances, which we are proposing.

We will provide you with renewal terms in good time before the renewal date, or notify you if the policy is not being renewed. Mid term changes to your policy will be notified to you in good time before the change takes place.

We will provide our personal recommendation to you on the basis of a fair and personal analysis of the market except where specialist cover is required; in which case, it will be based upon the select number of markets available. A list of the insurers we deal with is available on request. In certain circumstances, we may offer you a quotation from one of our Binding Authorities with insurers where we underwrite the policy on their behalf.

As your Broker we act on your behalf in obtaining quotations and arranging cover for you. There are certain circumstances where we also act on behalf of The Insurance Company e.g. collection of premiums, issuing cover from a Binding Authority, etc. If you are unsure about whether we are acting as your agent in particular circumstances please contact us.

Confirmation of Cover

We will provide you with written confirmation that cover has been placed and the terms thereof, as well as the Insurers involved. These will be issued to you in a timely manner.

You agree to review all information upon receipt and advise us immediately if the details of the cover or participating Insurers do not meet with your approval, or do not reflect the instructions previously given to us, and particularly if any required cover is excluded.

You agree that it is your sole responsibility to ensure that the cover has been effected on the correct terms.

When a policy is issued you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract purchased. If you are in any doubt of any of the policy terms or conditions please seek our advice promptly.

In some cases, it is possible that a claim may be made under a policy long after it has expired and it is therefore important that you retain documents safely. In particular, we recommend that you retain copies of Employers Liability Certificates for 40 years from the expiry date.

Settlement Terms

You will be responsible for paying promptly all of our invoices for premiums, duties, fees and tax to enable us to make the necessary payments to insurers.

We understand and will exercise our right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

For the avoidance of doubt we have no obligation to fund any premiums, duties, fees or tax on your behalf and have no responsibility for any loss which you may suffer as a result of Insurers cancelling the policy or taking any other prejudicial steps as a result of the late payments of such sums if such delays are attributable to you.

Furthermore, in the circumstances where we have been instructed to invoice an insurance premium directly to a tenant you confirm to us that Berkeley Insurance Group are in no way liable for any VAT, or associated costs, that may become payable, either now or in the future.

In certain circumstances Insurers may impose a specific premium term whereby they require payment of premium by a certain date. We must stress that breach of that term may enable Insurers to void the policy from inception of cover. You agree that the settlement of premiums in good time is your responsibility.

Where payment is via instalments direct to the insurer or an external finance company, you must return the completed form and deposit payment to us within seven days of receipt. Where payment is made by instalments we are under no duty to monitor such payment and we will not accept responsibility for any liability arising from insurers cancelling cover due to instalments not being paid.

Client Money

We hold money relating to insurance business in a Non-Statutory Trust. This means that we are entitled to use client money held on behalf of one client to pay another client's premium before it is received from that other client. We are also entitled to pay premium refunds to another client before we receive payment from the insurer. However, we are not entitled to pay commissions before we receive the relevant premium from the client.

Please note: In accepting these Terms of Business, you are giving your consent for us to hold your money in a Non-Statutory Trust and for us to retain any interest or exchange gains, as described.

The aim of the trust is to protect the client in the event of the failure of the firm or the failure of the bank/a third party where money is held. In such circumstances, the firm's general creditors should not be able to make claims on client money as it will not form part of the firm's property.

Costs and Remuneration

We will provide details of the premium costs of each of the insurances effected.

We will not impose any fees or charges in addition to the premium required by the underwriter without first disclosing the amount and purpose of the charge. We do reserve the right to charge for policy amendments, claims handling or cancellations.

We will be remunerated for arranging the insurance in the form of commission or brokerage paid to us by the Insurers via the insurance premium unless the arrangement, which we have with you, is that our services will be provided in return for an agreed fee to be paid by you.

Prior to the conclusion of each insurance contract, and at renewal, we will remind you of your right to be advised of the level of commission which we receive from underwriters. You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business.

Commission and fees are earned in full at the time of placement of the relevant insurance contract. Any return of premium due will be net of any earned remuneration.

We will, in addition to such brokerage or commission or agreed fee basis of remuneration as appropriate, be entitled to benefit from:

Earnings from insurers, which we are able to generate due to the weight of account, placed with certain markets and its underwriting performance, which are not identifiable to any specific account;

Earnings from insurers where we provide an administrative service on their behalf;

Earnings which we receive by arranging or administering instalment facilities via premium finance providers or insurers; and

Interest that we earn through management of cash balances held on behalf of Insurers and clients.

Claims

It is essential that claims, or circumstances which could give rise to a claim, are notified to us immediately. This notification should include all material facts concerning the claim. The policy wordings will describe in detail the procedures and conditions attaching to make a claim.

Where agreed we will provide a claims handling service for as long as you remain a customer and we will:

If you require us to give guidance in pursuing a claim under the policy.

Handle claims fairly and promptly and keep you informed of their progress.

Inform you in writing if we are unable to deal with any part of the claim.

Provide you with details of the basis of the settlement of a claim, when agreed, and arrange payment by Insurers without avoidable delay.

Claims payments will be dependent upon collection from Insurers. Part payments may be made during the collection process and we cannot be responsible for non-payment due to insurer insolvency, the wrongful non-payment or delay in payment of any claim by Insurers.

We reserve the right to charge a reasonable fee for our services if for whatever reason you cease to be a customer but wish us to handle claims on your behalf and if we agree to handle such claims.

Market Security

We utilise both United Kingdom and overseas Insurers to obtain the best terms and conditions available for clients. However, the levels of regulation vary in each jurisdiction and if non-EU or non-UK Insurers participate in insurance contracts, the full ability of an Insured to issue legal proceedings and/or execute judgement may also vary.

In selecting security a wide variety of factors including financial statements of the Insurer in question are taken into account. However, we cannot guarantee the future ability of any Insurer to meet policyholder obligations and therefore the final decision of the suitability of any Insurer rests with you, the client. If you have any concerns about the security offered, please contact us immediately.

Money Laundering/Proceeds of Crime Act

We are obliged to report to the Serious Organised Crime Agency (SOCA) any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report to the client involved.

Motor Insurer Information Centre (MIIC)

Insurers supply details of motor insurance policies to a database to which the police and other insurers have access. This helps detect people who break the law by not taking out insurance and helps the Insurer to pursue claims following accidents.

Privacy Policy

At Berkeley Insurance Group we are committed to protecting your privacy, and this is fully detailed in our [Privacy Policy](#) which is provided in within this document, it can also be viewed or downloaded digitally from our website via the following address : <https://www.berkeleyinsurancegroup.co.uk/cms/privacy-policy-1> .

Complaints

If at any time you have a complaint about the services which we provide for you, then you should initially place your objection in writing at the following address: -

2 Colton Square, Leicester, LE1 1QH

or by telephone to our Compliance Manager, Mrs Sue Hull (Direct Dial Number 0116 2614733) or email to shull@berkeleyinsurancegroup.co.uk. We will handle all complaints fairly and promptly.

If you make a complaint we will acknowledge it within 5 working days, explain how we will handle your complaint, tell you what you need to do, and how your complaint is progressing. A full copy of our Complaints Procedure is available on request.

If we are unable to settle your complaint to your satisfaction, you may be entitled to refer your complaint to the Financial Ombudsman Service, details as follows: -

Address: Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0800 023 4567
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from them if we are unable to meet our obligations. The actual level of compensation will depend on the basis of your claim but the maximum level is 90% of the claim, without any upper limit. Full details and further information on the Scheme are available from:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU

Freephone number 0800 678 1100 or 0207 741 4100

Cancellation and Termination of this Agreement

In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by insurers, giving notice of cancellation. In the event of cancellation of the insurance contract, the insurers may return a pro-rata premium to us. However, some insurers may apply short-term charges or no refund at all and we would ask you to realise that this is the action of the insurance company and not Berkeley Insurance Group UK Ltd.

If you are entitled to a “cooling off” period, this will be pointed out to you at the time the policy is arranged.

If we have written to you with insurers renewal terms and your policy is payable by direct debit, cover will automatically continue (unless cancelled by you) where there is a provision in the policy for direct debits to continue.

Our services may be terminated for any reason either by you or us giving notice in writing to the other.

In the event that our services are terminated by you other than the expiry of the relevant policy period or at renewal, we will be entitled to retain any and all fees or brokerage payable (whether or not the same has been received by us and including for the avoidance of doubt any such sum due in respect of any outstanding instalments of premium or in respect of any premium payable in respect of any subsequent annual period forming part of the insurance agreed for a period in excess of one year) in relation to the relevant policy/policies (or any amendment thereto) placed by us prior to the date of termination.

Our Liability to You

In no event will we be liable to you for any indirect, incidental, consequential, exemplary, punitive damages or any lost sales, business opportunities, revenue or profits.

Nothing in this clause excludes or restricts our liability for fraud, intentional misconduct or any duty or liability arising under the Financial Services and Markets Act 2000 or rules of the FCA.

To the fullest extent permitted by law, and except for damages resulting solely and directly from fraud or intentional misconduct by us, our liability to you for any and all damages, costs, expenses whether based in contract, tort (including negligence) or otherwise, in connection with or related to our service (or failure to provide a service) shall be limited to a total aggregate amount of GBP10,000,000.

We shall have no liability for any claim or liability arising out of an error or omission by you.

We will not be liable for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from any pandemic disease.

Governing Law

In respect of policies issued in England and Wales these terms and conditions of trading will be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Court of England and Wales. In respect of policies issued in Scotland these terms and conditions of trading will be governed by and construed in accordance with the laws of Scotland and the parties submit to the exclusive jurisdiction of the Courts of Scotland.

PRIVACY POLICY

[At Berkeley Insurance Group we're committed to protecting your privacy.](#)

This privacy policy sets out how Berkeley Insurance Group uses and protects **your** information in line with **our** obligations and responsibilities under the **General Data Protection Regulation (GDPR)** , and should be read in conjunction with **our** Terms of Business.

Insurance is the pooling and sharing of risk in order to provide protection against a possible eventuality. In order to do this, information, including your **personal data**, needs to be shared between different **insurance market participants**.

The insurance market is committed to safeguarding that information.

This notice is designed to help you understand how the **insurance market participants** process your **personal data** through the insurance lifecycle.

This notice may be updated from time to time: this version is dated 20th April 2018, historic versions are available on request.

Insurance market participants may link to, or refer to, this notice from their own information notices or consent wordings [and this notice should be read in conjunction with the participant's own information notice.]

In this notice:

we, us or **our** refers to the relevant **insurance market participant** [Insurer, Broker, Reinsurer];

you or **your**, refers to the individual whose **personal data** [may be/is being] processed by an **insurance market participant** (you may be the insured, beneficiary, claimant or other person involved in a claim or relevant to a policy). There are other terms in bold with specific meanings.

Those meanings can be found in the

[SECTION 10 GLOSSARY](#)

This notice sets out the following: [Note: each of the 10 sections and appendix below is a link that can be clicked through to]

[SECTION 1 THE DATA WE MAY COLLECT ABOUT YOU \(YOUR PERSONAL DATA\)](#)

[SECTION 2 WHERE WE MIGHT COLLECT YOUR PERSONAL DATA FROM](#)

[SECTION 3 IDENTITIES OF DATA CONTROLLERS AND DATA PROTECTION CONTACTS](#)

[SECTION 4 THE PURPOSES, CATEGORIES, LEGAL GROUNDS AND RECIPIENTS, OF OUR PROCESSING OF YOUR PERSONAL DATA](#)

[SECTION 5 CONSENT](#)

[SECTION 6 PROFILING AND AUTOMATIC DECISION MAKING](#)

[SECTION 7 RETENTION OF YOUR PERSONAL DATA](#)

[SECTION 8 INTERNATIONAL TRANSFERS](#)

[SECTION 9 YOUR RIGHTS AND CONTACT DETAILS OF THE ICO](#)

[SECTION 10 GLOSSARY](#)

[APPENDIX 1 LIST OF THE LEGAL GROUNDS FOR PROCESSING WE RELY ON](#)

SECTION 1 THE DATA WE MAY COLLECT ABOUT YOU (YOUR PERSONAL DATA)

In order for us to provide insurance quotes, insurance policies, and/or deal with any claims or complaints, we need to collect and process personal data about you. The types of personal data that are processed may include:

| Types of Personal Data | Details |
|--|---|
| Individual details ▶ | 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, and family details, including their relationship to you |
| Identification details ▶ | Identification numbers issued by government bodies or agencies, including your national insurance number, passport number, tax identification number and driving licence number |
| Financial information ▶ | Bank account or payment card details, income or 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 quote. This may include data relating to your health, criminal convictions, or other special categories of personal data. For certain types of policy, this could also include telematics data. |
| Policy information ▶ | Information about the quotes you receive and policies you take out |
| Credit and anti-fraud data ▶ | Credit history, credit score, sanctions and criminal offences, and information received from various anti-fraud databases relating to you |
| Previous and current claims ▶ | Information about previous and current claims, (including other unrelated insurances), which may include data relating to your health, criminal convictions, or 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, criminal convictions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric, or data concerning sex life or sexual orientation |

SECTION 2 WHERE WE MIGHT COLLECT YOUR PERSONAL DATA FROM

We might collect your personal data from various sources, including:

- you;
- your family members, employer or representative;
- other insurance market participants;
- credit reference agencies;
- anti-fraud databases, sanctions lists, court judgements and other databases;
- government agencies such as the DVLA and HMRC;
- open electoral register; or in the event of a claim, third parties including the other party to the claim (claimant / defendant), witnesses, experts (including medical experts), loss adjustors, solicitors, and claims handlers

Which of the above sources apply will depend on your particular circumstances.

SECTION 3 IDENTITIES OF DATA CONTROLLERS AND DATA PROTECTION CONTACTS

The **insurance lifecycle** involves the sharing of **your personal data** between **insurance market participants**, some of which **you** will not have direct contact with. In addition, **your personal data** may not have been collected directly by an **insurance market participant**.

You can find out the identity of the initial **data controller** of **your personal data** within the insurance market life-cycle in the following ways:

Where you took out the insurance policy yourself: the **insurer** and, if purchased through an **intermediary**, the **intermediary** will be the initial **data controller** and their **data protection contact** can advise **you** on the identities of other **insurance market participants** that they have passed your **personal data** to.

Where your employer or another organisation took out the policy for your benefit: **you** should contact **your** employer or the organisation that took out the policy who should provide **you** with details of the **insurer** or **intermediary** that they provided **your personal data** to and **you** should contact their **data protection contact** who can advise **you** on the identities of other **insurance market participants** that they have passed **your personal data** to

Where you are not a policyholder or an insured: **you** should contact the organisation that collected **your personal data** who should provide **you** with details of the relevant **participant's data protection contact**.

SECTION 4 THE PURPOSES, CATEGORIES, LEGAL GROUNDS AND RECIPIENTS, OF OUR PROCESSING OF YOUR PERSONAL DATA

We set out below the purposes **insurance market participants** might use **your personal data** for. If you click on a purpose you can see:

- If that type of **insurance market participant** uses **your personal data** for that particular purpose
- The categories of **personal data** it collects
- What personal data it might provide to third parties (disclosures).
- The legal grounds for processing that personal data. Those legal grounds are set out in the GDPR.

Purposes

Quotation/Inception:

- Setting you up as a client, including possible fraud, sanctions, credit and anti-money laundering checks
- Evaluating the risks to be covered and matching to appropriate policy/ premium
- Payment of premium where the insured/policyholder is an individual

Policy administration:

- Client care, including communicating with you and sending you updates
- Payments to and from individuals

Claims Processing:

- Managing insurance and reinsurance claims
- Defending or prosecuting legal claims
- Investigation or prosecuting fraud

Renewals:

- *Contacting the insured/policyholder to renew the insurance policy*
- Evaluating the risks to be covered and matching to appropriate policy/ premium
- Payment of premium where the insured/policyholder is an individual

Other purposes outside of the insurance lifecycle but necessary for the provision of insurance throughout the insurance lifecycle period:

- Complying with our legal or regulatory obligations
- General risk modelling
- Transferring books of business, company sales & reorganisations

Please note that in addition to the disclosures **we** have identified against each purpose, **we** may also disclose **personal data** for those purposes to our service providers, contractors, agents and group companies that perform activities on **our** behalf.

SECTION 5 CONSENT

*In order to provide insurance cover and deal with insurance claims in certain circumstances **insurance market participants** may need to process **your special categories of personal data**, such as medical and criminal convictions records, as set out against the relevant purpose.*

Your consent to this processing may be necessary for the insurance market participant to achieve this.

You may withdraw your consent to such processing at any time. However, if you withdraw your consent this will impact our ability to obtain or process insurance or make or process claims on your behalf.

SECTION 6 PROFILING AND AUTOMATIC DECISION MAKING

*When calculating insurance premiums **insurance market participants** may compare your **personal data** against industry averages. Your personal data may also be used to create the industry averages going forwards. This is known as *profiling* and is used to ensure premiums reflect risk.*

Profiling may also be used by **insurance market participants** to assess information you provide to understand fraud patterns.

Where **special categories of personal data** are relevant, such as medical history for travel insurance or past motoring convictions for motor insurance, **your special categories of personal data** may also be used for profiling.

***Insurance market participants** might make some decisions based on profiling and without staff intervention (known as automatic decision making). **Insurance market participants** will provide details of any automated decision making they undertake without staff intervention in their information notices [and upon request] including:*

- where they use such automated decision making
- the logic involved
- the consequences of the automated decision making
- any facility for **you** to have the logic explained to **you** and to submit further information so the decision may be reconsidered.

SECTION 7 RETENTION OF YOUR PERSONAL DATA

We will keep your personal data only for so long as is necessary and for the purpose for which it was originally collected. In particular, for so long as there is any possibility that either you or we may wish to bring a legal claim under this insurance, or where we are required to keep your personal data due to legal or regulatory reasons.

SECTION 8 INTERNATIONAL TRANSFERS

We may need to transfer your data to insurance market participants or their affiliates or sub-contractors which are located outside of the European Economic Area (EEA). Those transfers would always be made in compliance with the GDPR.

If you would like further details of how your personal data would be protected if transferred outside the EEA, please contact the data protection contact of the relevant participant.

SECTION 9 YOUR RIGHTS AND CONTACT DETAILS OF THE ICO

If you have any questions in relation to our use of your personal data, you should first contact the data protection contact of the relevant participant. Under certain conditions, you may have the right to require us to:

- provide you with further details on the use we make of your personal data/special category of data;
- provide you with a copy of the personal data that you have provided to us;
- update any inaccuracies in the personal data we hold;
- delete any special category of data/personal data that we no longer have a lawful ground to use;
 - where processing is based on consent, to withdraw your consent so that we stop that particular processing;
 - object to any processing based on the legitimate interests ground unless our reasons for undertaking that processing outweigh any prejudice to your data protection rights; and
 - restrict how we use your personal data whilst a complaint is being investigated.

In certain circumstances, we may need to restrict the above rights in order to safeguard the public interest (e.g. the prevention or detection of crime) and our interests (e.g. the maintenance of legal privilege).

YOUR RIGHT TO COMPLAIN TO THE ICO

If you are not satisfied with our use of your personal data or our response to any request by you to exercise any of your rights in SECTION 9, or if you think that we have breached the GDPR, then you have the right to complain to the ICO. Please see below for contact details of the ICO.

| England | Scotland | Wales | Northern Ireland |
|--|---|---|--|
| Information Commissioner's Office Wyclfe House Water Lane Wilmslow Cheshire SK9 5AF | Information Commissioner's Office 45 Melville Street Edinburgh. EH3 7HL | Information Commissioner's Office 2nd floor Churchill House Churchill way Cardiff. CF10 2HH | Information Commissioner's Office 3rd Floor 14 Cromac Place Belfast BT7 2JB |
| Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate) | Tel: 0131 244 9001 | Tel: 029 2067 8400 | Tel: 0303 123 1114 (local rate) or 028 9027 8757 (national rate) |
| Email: casework@ico.org.uk | Email: scotland@ico.org.uk | Email: wales@ico.org.uk | Email: ni@ico.org.uk |

SECTION 10 GLOSSARY

Key insurance terms:

Beneficiary is an individual or a company that an insurance policy states may receive a payment under the insurance policy if an insured event occurs. A beneficiary does not have to be the **insured/policyholder** and there may be more than one beneficiary under an **insurance policy**

Claimant is either a **beneficiary** who is making a claim under an **insurance policy** or an individual or a company who is making a claim against a **beneficiary** where that claim is covered by the **insurance policy**

Claims processing is the process of handling a claim that is made under an insurance policy

Quotation is the process of providing a quote to a potential **insured/policyholder** for an **insurance policy**

Inception is when the **insurance policy** starts

Insurance is the pooling and transfer of risk in order to provide financial protection against a possible eventuality. There are many types of insurance. The expression **insurance** may also mean **reinsurance**

Insurance policy is a contract of insurance between the **insurer** and the **insured/policyholder**

Insurance market participant(s) or participants: is an **intermediary, insurer** or **reinsurer**

Insured/policyholder is the individual or company in whose name the **insurance policy** is issued. A potential insured/policyholder may approach an **intermediary** to purchase an **insurance policy** or they may approach an **insurer** directly or via a price comparison website.

Insurers: (sometimes also called underwriters) provide insurance cover to **insured/policyholders** in return for **premium**. An **insurer** may also be a **reinsurer**.

Intermediaries help **policyholders** and **insurers** arrange insurance cover. They may offer advice and handle claims. Many insurance and reinsurance policies are obtained through **intermediaries**

Lloyd's: many policies are underwritten in Lloyd's of London. Lloyd's is a specialist insurance market place. To find out more about how Lloyd's operates [\[click here\]](#)

Policy administration is the process of administering and managing an insurance policy following its inception. Premium is the amount of money to be paid by the insured/policyholder to the insurer in the insurance policy. Reinsurers provide insurance cover to another insurer or reinsurer. That insurance is known as reinsurance

Renewal is the process of the **insurer** under an **insurance policy** providing a **quotation** to the **insured/policyholder** for a new **insurance policy** to replace the existing one on its expiry

We, us or **our** refers to the relevant **insurance market participant** [link to diagram with policyholder, insurer, broker, reinsurer].

You or **your** refers to the individual whose **personal data** may be processed by an **insurance market participant**. **You** may be the insured, beneficiary, claimant or other person involved in a claim or relevant to an **insurance policy**

Key data protection terms:

GDPR: is the EU General Data Protection Regulation and the new UK Data Protection Act, which replaces the UK Data Protection Act 1998 from 25 May 2018.

APPENDIX 1 LIST OF THE LEGAL GROUNDS FOR PROCESSING WE RELY ON

| FOR PROCESSING PERSONAL DATA AND SPECIAL CATEGORIES OF PERSONAL DATA | |
|--|--|
| LEGAL GROUND | DETAILS |
| Performance of our contract with you | Processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract. |
| Compliance with a legal obligation | Processing is necessary for compliance with a legal obligation to which we are subject. |
| Protection of vital interests of you or another person | Processing is necessary in order to protect the vital interests of you or of another natural person. |
| In the public interest | Processing is necessary for the performance of a task carried out in the public interest. |
| For our legitimate business interests | Processing is necessary for the purposes of the legitimate interests pursued by us or by a third party, except where such interests are overridden by your interests or fundamental rights and freedoms which require protection of personal data, in particular where you are a child. These legitimate interests are set out next to each purpose. |
| FOR PROCESSING SPECIAL CATEGORIES OF PERSONAL DATA | |
| LEGAL GROUND | DETAILS |
| Your explicit consent (optional) | You have given your explicit consent to the processing of those personal data for one or more specified purposes. You are free to withdraw your consent, by contacting our Data Protection Contact. |
| Your explicit consent (necessary) | You have given your explicit consent to the processing of those personal data for one or more specified purposes, where we are unable to procure, provide or administer insurance cover without this consent. You are free to withdraw your consent by contacting our Data Protection Contact. However withdrawal of this consent will impact our ability to provide insurance or pay claims. For more detail see section 5 . |
| Protection of vital interests of you or another person, where you are unable to consent | Processing is necessary to protect the vital interests of you or of another natural person where you are physically or legally incapable of giving consent. |
| For legal claims | Processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity. |
| In the substantial public interest | Processing is necessary for reasons of substantial public interest, on the basis of EU or UK law. |
| For health services | Processing is necessary for the purposes of preventive or occupational medicine, for medical diagnosis, the provision of health or social care or treatment on the basis of EU or UK law or pursuant to contract with a health professional who is under legal or professional obligations of secrecy. |