

Terms of Business Agreement – Consumers

We write to set out our commitment to you as our client, 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.

Insurance Contract

We offer a range of products and services from a panel of insurers, selected as offering good value and service and we provide our personal recommendation on the basis of a fair and personal analysis of the market. 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. If specialist cover is required, our recommendation will be based upon the select number of markets available.

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.

Upon receipt of your instructions, we will place insurance with insurers and keep you informed of the progress of our negotiations.

We will send you documents confirming the basis of your cover, details of the insurer, together with our new business or renewal charges, independent of the insurer's premium or charges. We reserve the right to make a charge if you cancel your policy mid-term.

At your request, we will advise you on matters relating to your insurance and process any changes to your policy.

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.

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.

Claims

We can advise you on how to make a claim on your policy. Where appropriate and on your behalf, we will notify your insurers of any claim you make and represent you in the resolution of your claim.

To ensure full protection under your policy, you should notify us immediately in the event of, or in any circumstances which may give rise to, a claim. If you are in doubt as to what constitutes a claim, please notify us immediately.

We shall have no responsibility in handling any claim if the incident date is after the date of any cancellation of your policy.

Providing Information to your Insurer

Your insurance cover is based upon the information you provide to the insurance company. For all individuals (known as consumers) buying insurance this means that you must take “reasonable care” to answer all questions asked by the insurer fully and accurately. For general insurance policies such as car insurance or home insurance, once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

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.

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 administration, 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.

In addition to such brokerage or commission or agreed fee basis of remuneration as appropriate, we will 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.

Unless we have specifically agreed otherwise and subject to regulatory requirements, we earn our entire brokerage/commission/fees when we place the insurance policy for you. This means that if your insurance policy is subsequently terminated, amended or cancelled, you may not get back the full amount you paid. This does not affect any statutory cooling off rights you may have.

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.

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 above.

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.

Money Laundering/Proceeds of Crime Act

We are obliged to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report to the client involved.

Confidentiality

We will not pass your personal data to any other organisation unless it is necessary to fulfil our obligations to you (e.g. to certain insurers, legal protection or motor breakdown organisations) or as required by law in line with our [Privacy Policy](#) detailed later in this document.

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 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) 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

We are part of the Brown & Brown (Europe) Ltd (Brown & Brown) Group of Companies, for a full list of Brown & Brown trading companies please visit our [Website](#)

This privacy notice tells you what to expect when Brown & Brown collects and processes your personal information. We take the protection of your data seriously and are committed to being transparent with you about the data we collect and how it is used and shared. We are committed to ensuring that we meet all our obligations under relevant Data Protection laws, including the United Kingdom (UK) and European Union (EU) General Data Protection Regulations (GDPR) and UK Data Protection Act 2018, as amended from time to time.

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Personal Information we collect

We will receive personal information about you when you contact us, for example by requesting or obtaining a quote, purchasing a product from us or from one of our partners or using one of our websites. The information may include:

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	Payment card number (credit or debit card), bank account number, or other financial account number and account details, credit history, credit reference information and credit score, assets, income, and other financial information, account log-in information and passwords for accessing insurance policy, claim and other accounts.
Risk details	Information about you (and others insured under the policy) which we need to collect to assess the risk to be insured and provide a quote. This may include data relating to health, criminal convictions, or other special categories of personal data (see below). 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.
Medical condition and health status	Current or previous physical, mental or medical condition, health status, injury or disability information, medical diagnosis, medical procedures performed and treatment given, personal habits (for example, smoking or consumption of alcohol), prescription information, and medical history.
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 (see below) and in some cases, surveillance reports.
Other sensitive information	Information about religious beliefs, ethnicity, political opinions or trade union membership, sexual life and orientation, or genetic or biometric information We may obtain information about criminal records or civil litigation history (for example, for preventing, detecting and investigating fraud)
Telephone recordings	Recordings of telephone calls with our representatives and call centres
Photographs and video recordings	Images (including photographs and pictures) or video recordings created in connection with our insurance or other business activities, including for claims assessment, administration and settlement, claim disputes, or for other relevant purposes as permitted by law, as well as CCTV recordings captured by equipment on our premises
Marketing preferences and marketing activities	Marketing preferences including preferences for our method of contact. To improve our marketing communications, we may collect information about interaction with, and responses to, our marketing communications

How and why we use this information

We will process any personal data lawfully under one or more of the following bases:

Performance of a Contract	the processing is necessary for a contract we have with you, or because you have asked us to take specific steps before entering into a contract.
Compliance with a Legal obligation	the processing is necessary for us to comply with the law (not including contractual obligations).
Legitimate interests	the processing is necessary for our legitimate interests pursued by us. In such cases our legitimate interests are as follows: <ul style="list-style-type: none"> To add value to your product by offering you other general insurance products; To provide high standards of service to our customers by ensuring they are fully informed about all of our products; To engage in activities to improve and adapt the range of products and services we offer and to help our business grow; To investigate and prevent potential fraudulent and other illegal activity.
Consent	where you have given clear consent for us to process your personal data for a specific purpose, such as marketing activities. If we need consent to process personal information, we'll ask for this first. This consent can be withdrawn at any time.

Necessary for reasons of substantial public interest	under the UK Data Protection Act 2018 processing for an insurance purpose is included within this basis when processing special category and conviction data.
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We will use personal information about you primarily in connection with the provision of insurance, namely:

- Establishing and maintaining communications with you;
- Comply with applicable legal, regulatory and professional obligations, including cooperating with regulatory bodies and government authorities, to comply with law enforcement and to manage legal claims;
- Make assessments and take decisions, including whether to pay your claim or pursue any losses against you or a third party, provide you with our products and services, on what terms and whether you are eligible for a payment plan;
- Arranging insurance cover (issuing quotations, renewals, policy administration);
- Handling claims;
- Undertaking anti-fraud, sanction, anti-money laundering and other checks to protect against fraud, suspicious or other illegal activities;
- Process payments when you purchase a product or service and any refunds;
- Collecting, forwarding and refunding premiums;
- Facilitating premium finance arrangements;
- Processing transactions through service providers;
- Credit assessments and other background checks;
- Where we believe it is necessary to meet legal, security, processing and regulatory requirements;
- Business transfers where we sell whole or part of our business and/or assets to a third party purchaser to allow the purchaser to administer your insurances;
- Marketing and client profiling;
- Allowing our group and associated companies to notify you of certain products or services offered by them;
- Research and statistical analysis; and
- Building databases for use by us and others we may share information with.
- Manage relationships with third parties, e.g. brokers and service providers;
- Improve our products and services, provide staff training and maintain information security, including by recording and monitoring telephone calls;
- Conduct customer analysis, market research and focus groups, including customer segmentation, campaign planning, creating promotional materials, gathering customer feedback and customer satisfaction surveys;
- Manage complaints, including to allow us to respond to any current complaints, or challenges you or others might raise later, for internal training and monitoring purposes and to help us to improve our complaints handling processes. We may be obliged to forward details about your complaints, including your Personal Information, to the appropriate authorities, e.g. the relevant ombudsman;

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.

We may use your purchase history to tell you about our offers and products that we think you will be most interested in. If you prefer not to receive these messages, you can opt out at any time.

If you've chosen to receive marketing information from us, profiling and automated decision making may be used to make our marketing more relevant, for example by personalising the methods we use to market to you, the marketing messages you receive and the offers you're sent.

Where we obtain your information

We will collect personal information about you from you directly but also potentially from your family members, employer or representative, other insurance market participants, credit reference agencies, anti-fraud databases, sanctions lists, court judgements and other judicial databases, government agencies such as the DVLA and HMRC, open electoral register and any other publicly available data sources. In addition, in the event of a claim, we will receive information from third parties including the other party to the claim (claimant / defendant), witnesses, experts (including medical experts), loss adjusters, solicitors, and claims handlers.

How we share this information

In using personal data for the above purposes, we may disclose personal data to third parties including (but not limited to) insurers, reinsurers, intermediaries or other brokers; outsourcers, sub-contractors, agents and service providers; claim handlers; premium finance providers; professional advisers and auditors. Third parties to whom we disclose personal data are required by law and contractual undertakings to keep personal data confidential and secure, and to use and disclose it for purposes that a reasonable person would consider appropriate in the circumstances and in compliance with all applicable legislation.

We may share and aggregate information about you from across the Brown & Brown Group of companies, including personal information held within the Group relating to other policies held with us, quotes or claims details and we may use this information to:

- help us identify products and services that could be of interest to you, to tailor and package our products and services; to determine pricing and/or offer available discounts; and
- conduct customer research and develop marketing campaigns.

Retention of your personal data

We keep Personal Information for as long as is reasonably required for the purposes explained in this Privacy Policy. We also keep records, which may include Personal Information, to meet legal, regulatory, tax or accounting needs. For example, we are required to retain an accurate record of your dealings with us, so we can respond to any complaints or challenges you or others might raise later. We'll also retain files if we reasonably believe there is a prospect of litigation. The specific retention period for your Personal Information will depend on your relationship with us and the reasons we hold your Personal Information.

To support us in managing how long we hold your data and our record management, we maintain a data retention policy which includes clear guidelines on data retention and deletion.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect. We may need to transfer your information outside the United Kingdom to other service providers and business partners. We will only transfer your personal information in this way where there is an adequate level of protection that is the same as the level of protection required under United Kingdom data protection legislation.

International Data Transfers

In the event that we process personal information outside the UK, the processing in those locations is protected by UK and European data standards. If the information you provide to us is transferred to countries outside the UK and the European Economic Area (EEA) by us or our suppliers, steps will be taken to make sure appropriate security measures are in place with the aim of ensuring your privacy rights continue to be protected.

Your rights

Data protection laws provide you with a number of rights as set out below.

We may ask you for proof of identity when you make a request to exercise any of these rights. We do this to ensure we only disclose information to the right individual.

We aim to respond to all valid requests within one calendar month. It may take us longer if the request is particularly complicated or you have made several requests. We'll always let you know if we think a response will take longer than one calendar month. We may also ask you to provide more detail about what you want to receive or are concerned about.

We may not always be able to do what you have asked. This is because your rights will not always apply, for example if it would impact the duty of confidentiality we owe to others, or if the law allows us to deal with the request in a different way. We will always explain to you how we are dealing with your request.

Right to access your personal data	You may request confirmation that we hold personal data about you, as well as access to a copy of any such data.
Right to rectification	You may ask us to rectify any inaccurate information we hold about you.
Right to erasure	<p>You may ask us to erase your Personal Information, but this right only applies in certain circumstances, e.g. where:</p> <ul style="list-style-type: none"> it is no longer necessary for us to use your Personal Information for the original purpose; our lawful basis for using your Personal Information is consent and you withdraw your consent; or our lawful basis is legitimate interests and there is no overriding legitimate interest to continue using your Personal Information if you object. <p>This isn't an absolute right and we have to balance your request against other factors such as legal or regulatory requirements, which may mean we cannot erase your Personal Information.</p>
Right to restriction	<p>You may ask us to stop using your Personal Information in certain circumstances such as:</p> <ul style="list-style-type: none"> where you have contacted us about the accuracy of your Personal Information and we are checking the accuracy; if you have objected to your Personal Information being used based on legitimate interests. <p>This isn't an absolute right and we may not be able to comply with your request.</p>
Right to portability	<p>In some cases, you can ask us to transfer Personal Information that you have provided to us to another third party of your choice. This right only applies where:</p> <ul style="list-style-type: none"> we have justified our use of your Personal Information based on your consent or the performance of a contract with you; and our use of your Personal Information is by electronic means.
Right to object	<p>You can object if you no longer wish to receive direct marketing from us.</p> <p>You may also object where you have grounds relating to your particular situation and the lawful basis we rely on for using your Personal</p>

	Information is our (or a third party's) legitimate interests. However, we may continue to use your Personal Information where there are compelling legitimate grounds to do so.
Automated decision making	<p>You have the right not to be subject to a decision using your Personal Information which is based solely on automated processing (without human involvement) where that decision produces a legal effect or otherwise significantly affects you. This right does not apply if the decision is:</p> <ul style="list-style-type: none"> • necessary for the purposes of a contract between us and you; • authorised by law (e.g. to prevent fraud); or • based on your explicit consent. <p>You do however have a right to request human intervention, express your view and challenge the decision.</p>
Right to make a complaint	<p>You have the right to lodge a complaint with the supervisory authority (although we would encourage you to contact us in the first instance).</p> <p>The Information Commissioner can be contacted at;</p> <p>Information Commissioners Office, Wycliffe house, Water Lane, Wilmslow, Cheshire, SK9 5AF www.ico.org.uk</p>

Cookies and similar technologies

Cookies are small text files that can be used by websites to make a user's experience more efficient. The law states that we can store cookies on your device if they are strictly necessary for the operation of this site. For all other types of cookies we need your permission.

This site uses different types of cookies. Some cookies are placed by third party services that appear on our pages. You can at any time change or withdraw your consent from the Cookie Declaration on our website.

Learn more about what cookies we are using and the purpose of their use in our Cookie Policy.

Who to contact about your Personal Data

Use the contact details in the '[Contact us](#)' section for any questions or concerns relating to this Privacy Notice or our data protection practices, or to make a request relating to your rights such as a subject access request.

Our Brown & Brown Group Data Protection Officer can be contacted at:

data.protection@grpgroup.co.uk

Brown & Brown (Europe) Ltd

7th Floor

Corn Exchange

55 Mark Lane

London

EC3R 7NE

Changes to our privacy notice

This Privacy Policy was last updated on 10/08/2023.

We review this Privacy Policy regularly and reserve the right to make changes at any time to take account of changes in our business activities, legal requirements, and the manner in which we process Personal Information. We will place updates on this website and where appropriate we will give reasonable notice of any changes.