

## G.M. Imber & Sons Limited

77a High Street, East Grinstead, West Sussex RH19 3DD  
 Tel: 01342 327250  
 Fax: 01342 323826  
 www.gmisl.co.uk

### Terms of Business

#### Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the section headed 'Use of personal data' and specifically the paragraph explaining how 'sensitive personal data' will be used.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

#### The Financial Conduct Authority

G.M. Imber & Sons Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Register number is 448476.

Our permitted business is introducing, arranging and dealing as agent in respect of general insurance contracts. G M Imber & Sons Ltd do not offer advice.

You may check this on the FCA's register by visiting the FCA website, [www.fca.gov.uk/register/](http://www.fca.gov.uk/register/) or by contacting the FCA on 0800 111 6768 (Freephone).

#### Our service

##### Helping you to decide

G M Imber & Sons Ltd do not offer advice.

We will not in any circumstance guarantee the solvency of any insurer.

##### The capacity in which we act for you

In sourcing a suitable policy and placing the insurance we will act as agent of the insurer.

##### Our product range and the range of insurers used

We only offer Market Operator insurance from Syndicate DTW1991 at Lloyd's as defined in the Policy (a list is available in our FAQ section). To access the insurance that most suits your needs.

#### Complaints and compensation

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

However, in the event that **You** wish to make a formal complaint **You** should contact **Us** using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

The Compliance Officer Syndicate 1991 71 Fenchurch Street London EC3M 4BS	Email: <a href="mailto:complaints@dtw1991.com">complaints@dtw1991.com</a> Tel: +44 (0) 20 7977 0847 Fax: +44 (0) 20 7283 9872
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**We** will review **Your** complaint and will investigate the circumstances regarding **Your** complaint and write to **You** within fourteen (14) calendar days with a response.

If **You** are not satisfied with the response, or have not received a response from **Us** within fourteen (14) calendar days, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Complaints Fidentia House Walter Burke Way Chatham Maritime Chatham Kent ME4 4RN	Email: <a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a> Telephone: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225 Web: <a href="http://www.lloyds.com/complaints">www.lloyds.com/complaints</a>
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Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. If **You** are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, **You** may refer the matter to the following organisation:

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR	Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> Tel: For UK callers: 0800 023 4 567 (free phone), or from a mobile 0300 123 9 123 (but charges apply) Tel: For callers from abroad: +44 (0)20 7964 0500 (charges apply) Web: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>
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Please remember that **You** will have to refer **Your** complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Us** with written authority to allow **Us** to deal with them. **We** will not pay their costs.

### Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **Policy**.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme 10 <sup>th</sup> Floor Beaufort House 15 St Botolph Street London EC3A 7QU	<a href="http://www.fscs.org.uk">www.fscs.org.uk</a>
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### **Payment for our services**

*In good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of remuneration 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.*

We charge you for handling your insurances as follows:

- We will retain any commission earned by ourselves for placement of your business.
- In certain circumstances we may negotiate a placing fee in lieu of commission and the amount will be notified prior to inception **all fees are non refundable**.
- There are no refunds available on policies after the 14 day “cooling off period” has expired, which is 14 days from the posting of the documents or the inception of the cover whichever is the latter and in your favour.
- For policies cancelled in the first 14 days there is a £56 cancellation fee.

Alterations at renewal will not incur a handling charge if notified prior to production of certificates.

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

We also draw your attention to the sections headed ‘Cancellation of insurances’ and ‘Ending your relationship with us’.

### **Handling money**

We act as agents of the insurer in collecting premiums and handling refunds due to clients. Such monies are deemed to be held by the insurer with which your insurance is arranged.

### **Cancellation of insurances**

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned. No cancellation refund will be allowed outside of the 14 day cooling off period.

In the event of cancellation, charges for our services will apply in accordance with the ‘Payment for our services’ section above.

### **Ending your relationship with us**

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain fees received for conducting these transactions.

### **Your responsibilities**

You must take all reasonable care to provide complete and accurate with regards to questions we ask. This is particularly important before taking out a policy and at renewal, but it also applies throughout the life of a policy.

You must tell us within 14 days of you becoming aware if any of the information provided by you changes after you purchase your policy.

### **You should be aware that if the information provided by you is not complete and accurate Insurers may:**

Cancel your policy and refuse to pay any claim, or  
 Not pay any claim in full, or  
 Revise the premium and/or change any excess, or  
 Revise the extent of the cover or terms of the insurance.

We recommend that you keep a record (including copies of any letters, faxes or emails) of all the information you provide to us for your future reference. A copy of the completed application form will be supplied to you on request within a period of 3 months after its completion.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

A full policy wording is available on our website and a copy will be emailed to all customers we email documents to.

If you are unsure about any matter, please contact us for guidance.

### **Privacy Policy**

Our Privacy Policy contains important information about what personal details we collect; what we do with that information; who we may share it with and why; and your choices and rights when it comes to the personal information you have given us.

This version of our Privacy Policy was last updated 3<sup>rd</sup> May 2018.

### **How to contact us**

FAO Data Protection Officer, 77a High Street, East Grinstead, West Sussex, RH19 3DD

Email: [info@gmisl.co.uk](mailto:info@gmisl.co.uk)

### **Information we collect and use**

Information about you that we collect and use includes:

- Information about who you are e.g. your name, contact details and possibly where relevant date of birth.
- Information connected to your product or service with us e.g. what you, sums insured.
- Information about your contact with us e.g. meetings, phone calls, emails/letters.
- Information that is automatically collected e.g. via cookies when you visit our website.
- Information classified as 'sensitive' personal information e.g. relating to any convictions, ccj's bankruptcies and so forth. This information will only be collected and used where it's needed to provide the product or service you have requested or to comply with our legal obligations
- Information you may provide us about other people e.g. business partners.

### **What are cookies?**

A cookie is a small file – it's saved onto your computer or other device when you visit our website.

Cookies store small pieces of information. For example – they will remember you've visited our website or performed a certain action.

We use cookies to help us improve your experience when you visit our website. For example, a cookie might store information so you don't have to keep entering it.

Cookies also let us know which pages of our website you visited; they help us develop and market our products and services.

### **Where we collect your information**

We may collect your personal information directly from you, from a variety of sources, including:

- an application form for a product or service
- phone conversations with us
- emails or letters you send to us
- our online services such as websites and social media

We may also collect personal information on you from places such as business directories and other commercially or publicly available sources like websites or Facebook, e.g. to check or improve the information we hold (like your business activities) or to give better contact information if we are unable to contact you directly.

### **What we collect and use your information for**

We take your privacy seriously and we will only ever collect and use information which is personal to you where it is necessary, fair and lawful to do so. We will collect and use your information only where:

- you have given us your permission (consent) to send your information about products and services offered by us

- it's necessary to provide the product or service you have requested
- it's necessary for us to meet our legal or regulator obligations e.g. to tell about changes to our Terms of Business Agreement or for the detection and prevention of fraud
- it's in the legitimate interests of G M Imber & Sons Ltd e.g. to deliver appropriate information and guidance so you are aware of the options that will help you get the best outcome for you and your business; where we need to process your information to better understand you and your needs so we can send you more relevant communications about the products you have with us and to develop new products and services.
- it's in the legitimate interests of a relevant third party

If you do not wish us to collect and use your personal information in these ways, it may mean that we will be unable to provide you with our products and services.

#### **Who we may share your information with**

We may share your information with third parties for the reasons outlined in 'What we collect and use your information for.'

These third parties include:

- Companies we have chosen to place your cover with (Insurance Companies) or obtain quotes from, our Lloyd's broker.
- Our regulators and Supervisory Authority e.g. the Financial Conduct Authority (FCA), the Information Commissioner's Office for the UK (the ICO) and any auditors.
- Law enforcement, credit and identity check agencies for the prevention and detection of crime.
- Companies who require the information so they may assist you with a claim or survey.
- Furthermore, Insurer's may also provide your details to their reinsurers and any relevant companies or bodies

We will never sell your details to someone else. Whenever we share your personal information, we will do so in line with our obligations to keep your information safe and secure.

#### **Where your information is processed**

All of your information is processed in our office or by third parties e.g. your insurer, who operate within the UK and/or the European Economic Area (EEA).

#### **How we protect your information**

We take information and system security very seriously and we strive to comply with our obligations at all times. Any personal information which is collected, recorded or used in any way, whether on paper, online or any other media, will have appropriate safeguards applied in line with our data protection obligations.

Your information is protected by controls designed to minimise loss or damage through accident, negligence or deliberate actions. Our employees also protect sensitive or confidential information when storing or transmitting information electronically and must undertake annual training on this.

Our security controls are aligned to industry standards and good practice; providing a control environment that effectively manages risks to the confidentiality, integrity and availability of your information.

#### **How long we keep your information**

We will keep your personal information only where it is necessary to provide you with our products or services while you are a customer.

We may also keep your information after this period but only when required to meet our legal or regulator obligations. The length of time we keep your information for these purposes will vary depending on the obligations we need to meet.

#### **Your individual rights**

You have a right to receive clear and easy to understand information on what personal information we have, why and who we share it with – we do this in our Privacy Policy and privacy notices.

#### **Right of access**

You have the right to your personal information. If you wish to have a copy of the personal information we hold on you, you may make a data subject access request (DSAR).

#### **Right to request that your personal information be rectified**

If your personal information is inaccurate or incomplete, you can request that it is corrected.

#### **Right to request erasure**

You can ask for your information to be deleted or removed if there is not a compelling reason for us to continue to have it.

**Right to restrict processing**

You can ask that we block or suppress the processing of your personal information for certain reasons. This means that we are still permitted to keep your information – but only to ensure we don't use it in the future for those reasons you have restricted.

**Right to data portability**

You can ask for a copy of your personal information for your own purposes to use across different services. In certain circumstances, you may move, copy or transfer the personal information we have to another company in a safe and secure way. For example, if you were moving your insurance to another insurance provider.

**Right to object**

You can object to G M Imber & Sons Ltd processing your personal information where: it's based on our legitimate interests (including profiling); for direct marketing (including profiling); and if we were using it for scientific/historical research and statistics.

**Rights related to automatic decision making including profiling**

- We do not currently use automated decision making.

**Conflict of interests**

Occasions can arise where we, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

**Claims handling arrangements**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.