

IMPORTANT NOTICE TO CLIENTS OF PHILIP WILLIAMS (G INS) MANAGEMENT LIMITED. AS AGENTS EXPLAINING OUR TERMS OF BUSINESS AND INDEPENDENT INTERMEDIARY STATUS

This information is issued in accordance with the rules of the Financial Conduct Authority.

1. Regulation

- a) We/us means Philip Williams (G Ins) Management Limited, 35 Walton Road, Stockton Heath, Warrington, WA4 6NW. Philip Williams & Co Insurance Management is the trading name of Philip Williams (G Ins) Management Limited.
- b) We are authorised and regulated by the Financial Conduct Authority and conduct our business according to their Code of Conduct and Rules which regulates sales, advisory and service standards to ensure general insurance customers are treated fairly. Philip Williams (G Ins) Management Limited's FCA firm registration number is 827663. The Financial Conduct Authority (FCA) can be contacted by calling 0300 500 0597 or by visiting their website www.fca.org.uk

2. Our Status

We act as an Independent Intermediary (Broker) on your behalf.

3. Our Service to You

- i) We act as an agent for you in arranging your insurance cover with Bupa, helping you with any subsequent event or alteration to your insurance that we have placed on your behalf and the collection of your premiums. We only offer cover from a single insurer for this type of insurance. You will not receive advice or a recommendation from us. We will provide you with some key policy features; you will then need to make your own choice about how to proceed. If you choose to proceed, the full membership guide will be provided directly by Bupa.
- ii) We act as an agent of Bupa in relation to sales and marketing activity.

4. Disclosure of Information

It is important that you understand that any information, statements or answers made by you to us or your insurer are your responsibility and must be correct. Your attention is particularly drawn to the importance of the declaration and signature on any Insurers Proposal Forms. You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If you don't answer the questions correctly, your policy may be cancelled, or your claim rejected or not fully paid. You are advised to keep copies of documentation sent to or received from us for your own protection. Please do consult us if you are in doubt on any aspect.

5. Professional Indemnity

We conform to the Financial Conduct Authority Code in respect of Professional Indemnity Insurance. This type of insurance is mandatory.

6. Awareness of Policy 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 you have purchased. If you are in doubt over any of the policy terms or conditions, please contact us promptly.

7. Claims

If you have occasion to claim on your policy please follow the procedure as detailed in your policy document. You should not admit liability nor agree to any course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your insurer.

8. Renewals

We will write to you at least 21 days prior to the renewal of your policy. At this time we will inform you of policy changes and the premium for the next year's cover. If you pay by Direct Debit and you wish the insurance to continue, you may choose to do nothing and the policy will be renewed automatically. The payments will continue to be taken from your designated account. If you do not wish this renewal process to apply please contact us on 01925 604421.

9. Complaints

It is always our intention to provide a first class service. However, should you have any cause for complaint you should in the first instance contact The Compliance Officer at Philip Williams (G Ins) Management Ltd orally or in writing. Your complaint will be acknowledged within 5 business days advising you who is dealing with the complaint and indicating when you may expect an answer. We will provide a formal written response within 20 business days from receipt of the original complaint. If the complaint cannot be resolved within this timescale we will write with an explanation as to the progress and the likely timescale involved. You will be advised of any further redress available to you, should you believe the matter has not been resolved to your satisfaction. Your insurer also operates a complaint procedure details of which are in your Policy.

10. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if We were unable to meet Our obligations depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS Website www.fscs.org.uk, by telephone 020 7892 7300, or write to: Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

11. Documents

With your consent we reserve the right to retain certificates or other policy documents at this office until all payments due under the policy have been made. Any agreed facilities for payment of premiums by instalments through us will be the subject of a written agreement, which will include authority to retain certificates of insurance or other policy documents until all payments have been received. By accepting this agreement, you agree that delivery of any certificates of insurance to us shall constitute delivery to yourself in accordance with statute law. Should we withhold any documents we will ensure you receive full details of your insurance cover.

12. Cover

Your failure to correct any misunderstandings as to your requirements in relation to your policy cover will not be actionable in the event of a claim being rejected unless brought to our attention within 28 days of receipt of confirming documentation.

13. Notice

Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims.

14. Quotations and Cancellations

Unless otherwise agreed any quotation given will remain valid for a period of thirty (30) days from the date of issue of the quotation. You may cancel your insurance for a full refund within a 21 day cooling off period from the day when your policy starts or, if later, the day when you receive your membership guide and membership certificate; as long as you have not made any claims, your subscriptions will be refunded.

15. Client Money

We handle client money in either one of the following ways:

- i. we hold it on your behalf separate from our own money with an approved bank, segregated in a client bank account designated as subject to a statutory trust
- ii. we hold it as agent of the insurer for the collection of premiums and payment of claims and refund of premiums. Such monies may be commingled with other client monies in a client money account.

Any interest earned on client money that is subject to the statutory trust will be retained by us. We act as the trustees of our clients' monies and must meet certain and regulatory conditions.

16. Payment to Third Parties

We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. We do however still remain responsible to you in respect of your money. This may include brokers and settlement agents outside of the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that, which would apply if the money were held by a broker or settlement agent in the UK. You may notify Us if you do not wish your money to be passed to a person in a particular jurisdiction.

17. Call Charges

Calls to our 0845 numbers cost 7p per minute, plus your phone company's access charge. Please make sure you are aware of the access charge your phone company will charge you. Philip Williams and Company do not receive any income from 0845 numbers. If you wish you can use our 01925 604421 number instead.

18. Vulnerable Customers

We aim to keep our communications with clients clear, fair and not misleading. However if you would like us to explain anything in more detail or there is something that you do not understand, please contact us and we will be more than happy to help where we can.

19. Note

It is important that you notify us of any change of address, if we are unable to confirm your correct address after using reasonable efforts to do so, then we will cancel your policy as we will not be able to confirm that you still require cover.

Your acceptance of these Terms of Business does not affect your normal legal rights. Information provided by Philip Williams (G Ins) Management Ltd does not constitute personal recommendation or advice.

Privacy Notice (also known as “Fair Processing Notice”)

Data Controller: Philip Williams (G Ins) Management Limited, 35 Walton Road, Stockton Heath, Warrington WA4 6NW

Contact for queries: Data Protection Manager, Tel. 01925 604421. Email dataprotection@philipwilliams.co.uk

How will we use the information you give us?

We will only use your information on the basis that it is necessary to administer your insurance contract or help you make a claim. Where we need to pass information to other firms, it will only be for that purpose. These firms will be Insurers, other insurance brokers, firms handling claims, finance providers and firms that process or administer our records, including Federations / Trust Administrators.

When we contact you, it will either be for the above reason, or because we have a legitimate interest in marketing related products. For any other marketing it will only be with your consent and you will be able to withdraw your consent or unsubscribe easily at any time.

If we have to transfer information to a third country outside the EU, we will only do so if a similar level of protection applies. If we need to obtain information which is by nature sensitive, we will only do so on the basis that it is in the public interest - for example to fight crime, prevent fraud or to make sure insurance is available.

What type of personal information do we need?

- We may need personal details which might include details of lifestyle, family, finances, business or education.
- We will only collect what is necessary and will only keep it for as long as we are required to do in line with our data retention policy.

What other types of information do we need?

- Under certain circumstances we may also need to obtain information about Race or Origin, Gender, Religion, Health, Politics, Genetics, Trade Union Membership, Sex or Sexual Orientation.
- We might also need details of criminal convictions.
- We will only collect what is necessary and protect it with appropriate security measures.

How do we obtain your information?

- We may gather it from information you submit to a website, by telephone, mail, face to face or by email.
- We may receive it from insurers, other insurance brokers, firms handling claims, finance providers and firms that process or store our records, including Federations / Trust Administrators.

What are my legal rights?

- You can obtain a copy of your personal information from us without charge by contacting us at the address above. This may include the right to transfer information to other providers.
- You have the right to ask us to correct information.
- You have the right to ask us to delete your information or stop using it, unless it is necessary for us to retain it for insurance or financial purposes as set out in our document retention policy.
- You may have the right to object if decisions about you are made solely by a computer.
- You have the right to complain to the Information Commissioner at www.ico.org.uk, Tel 0303 123 1113.