

## **Terms of Business Agreement**

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

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

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

### **The Financial Conduct Authority (FCA)**

Movo H&L Limited is an Appointed Representative of Movo Partnership Ltd, who is authorised and regulated by the Financial Conduct Authority with registration number 823503, Movo H&L Limited Financial Conduct Authority registration number 821316. You can check our status at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768. Our permitted business includes advising, arranging, dealing in and assisting with the placing & administration of General Insurance policies.

### **How we treat your information**

We are a data controller, and our data protection officer is Lea Cheesbrough. We act as Your agent and will collect data, including personal information and risk details, solely to enable us to obtain and provide insurance quotations, arrange and administer Your insurance. Data collected by us is contractual, and for Our legitimate business interests as an insurance broker and We will be unable to offer any quotation or insurance if You refuse to provide certain personal data, including health, financial and criminal records data which is collected under the lawful basis of public interest, where these would affect the provision of cover and/or performance of insurance contracts. Your information will be held securely by us and shared with insurers, which could include reputable providers in other countries, to enable them to provide accurate terms and they will also obtain data about You and your insurance history from various insurance anti-fraud databases, such as the Claims and Underwriting Exchange (CUE) as well as publicly available websites and credit referencing agencies. We will not give anyone else any personal information except on Your instructions or authority, or where We are required to do so by law, or by virtue of Our regulatory requirements. Information about You and Your insurances will be held while you are a client and for a minimum of three years, and in certain circumstances up to six years, after expiry of your policies. Under the Data Protection Act data subjects have the right to see, and correct, personal information about them that We hold. Please write to our data protection officer at our usual office address if You wish to exercise Your rights or have a complaint about our use of Your data.

### **Data Protection**

1. We will collect and store your personal and financial information which will be handled in accordance with the Data Protection Act 1998 as amended, extended, re-enacted or consolidated from time to time (including without limitation the implementation of the General Data Protection Regulation 2016/679/EC) (data protection legislation). For the purposes of data protection legislation, we are the data controller, and we will process your Data in accordance with articles 6 (1)(b), 6 (1)(c) and 9 (2)(a) of the General Data Protection Regulation 2016. We will use your information to ensure proper performance of our agreement with you and to comply with our legal obligations when providing the services as further described below.
2. We will use your name, address, email address, contact number, date of birth, and financial information ('personal information') to provide our services to you and verify your identity and this may require us to pass your personal information to our group companies, electronic verification providers, product providers or other financial firms such as

lenders, banks, insurers, fund managers and platform providers. Should you decide not to proceed with our services, we will delete your personal information.

3. We may be required to pass on your personal information to the Financial Conduct Authority (FCA), Financial Ombudsman Service (FOS) or the Financial Services Compensation Scheme (FSCS) to help with an investigation or complaint or other authorities as required by law.
4. We may need to collect sensitive personal data including information about your health, ethnic origin, or criminal prosecutions from third parties such as employers and credit reference agencies, fraud prevention agencies and other similar organisations to provide you with the services, for example where you require advice on protection or annuity products.

You may exercise your right to withdraw your consent to the processing of your sensitive personal data at any time by contacting Movo H&L Limited.

You may exercise your right to withdraw your consent and opt out of receiving any marketing information from us at any time. To opt out of receiving such information contact Movo H&L Limited providing us with your name and contact details.

5. For further information on how your personal information is used, including your rights to access the personal information, please contact Movo H&L Limited.

#### 6. LEGAL BASIS FOR PROCESSING YOUR PERSONAL DATA

- 6.1 IN ACCORDANCE WITH DATA PROTECTION LEGISLATION, WE ARE REQUIRED TO NOTIFY YOU OF THE LEGAL BASIS UPON WHICH WE PROCESS YOUR PERSONAL DATA. WE PROCESS YOUR PERSONAL DATA FOR THE FOLLOWING REASONS:

6.1.1 for PERFORMANCE OF A CONTRACT, WE ENTER INTO WITH YOU.

6.1.2 WHERE NECESSARY FOR COMPLIANCE WITH A LEGAL OBLIGATION WE ARE SUBJECT TO; AND

6.1.3 FOR OUR LEGITIMATE INTERESTS (AS DESCRIBED WITHIN THIS POLICY).

WE WILL ALSO PROCESS YOUR PERSONAL DATA INCLUDING PERSONAL SENSITIVE DATA WHERE WE HAVE OBTAINED YOUR EXPLICIT CONSENT.

- 6.2 IN ACCORDANCE WITH DATA PROTECTION LEGISLATION, WE ARE REQUIRED TO NOTIFY YOU OF THE LEGAL BASIS UPON WHICH WE PROCESS YOUR PERSONAL DATA. WE PROCESS YOUR PERSONAL DATA FOR THE FOLLOWING REASONS:

6.2.1 for PERFORMANCE OF A CONTRACT, WE ENTER INTO WITH YOU.

6.2.2 WHERE NECESSARY FOR COMPLIANCE WITH A LEGAL OBLIGATION WE ARE SUBJECT TO; AND

6.2.3 FOR OUR LEGITIMATE INTERESTS (AS DESCRIBED WITHIN THIS POLICY).

- 6.3 WE WILL ALSO PROCESS YOUR PERSONAL DATA INCLUDING PERSONAL SENSITIVE DATA WHERE WE HAVE OBTAINED YOUR EXPLICIT CONSENT.

#### **Our Service to you and the Products We Offer**

We are an independent insurance intermediary, who acts on our customers' behalf in arranging personal and business protection and health insurance products. Our services include assessing and advising on Your insurance needs and recommending policies suitable for you; arranging your insurance cover with insurers to meet your requirements; and helping you with any ongoing changes you may need to make. We usually offer advice from a range of insurers, representing a fair analysis of the market, however, under certain circumstances we may only deal with a limited panel, or single insurer and we will notify you when this applies. We will advise and make a personal recommendation for you after we have assessed your demands and needs. Our advice will be confirmed in a suitability statement, giving reasons for our recommendation.

### **Our Fees and Charges for the services We provide to You**

We usually receive a commission from the insurer with whom we place your business. We will happily disclose our full earnings and you can ask for this by making a written request to your broking team. We do not charge you an administration fee for our services.

### **How to make a Complaint**

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

**Email:** [complaints@movopartnership.co.uk](mailto:complaints@movopartnership.co.uk)

**By Post: Complaints Manager, Movo Partnership Ltd**  
**1<sup>st</sup> Floor, 30 High Street, Chislehurst, Kent. BR7 5AS**

**Or Contact:** Movo H&L Limited

**By Email:** [james@movoinsurance.com](mailto:james@movoinsurance.com)

**By Post: James Middleton Movo Partnership Ltd**  
**1<sup>st</sup> Floor, 30 High Street, Chislehurst, Kent. BR7 5AS**

We aim to resolve complaints within 3 business days following receipt, however if we can't, we will write to you within five working days to acknowledge your complaint and provide details of our complaint handling procedures and who is dealing with your complaint.

We aim to provide a final response to your complaint within eight weeks from the date of receipt of your complaint and if we cannot, we will outline the reasons for the delay and provide you with an indication of when you can expect to receive a response.

If you are dissatisfied with our final response, or we have been unable to provide our final response to your complaint you may be eligible to refer the matter to the Financial Ombudsman Service (FOS) free of charge. Details of the eligibility criteria can be found in our complaint's procedure or on the FOS website <https://financial-ombudsman.org.uk>. If you do decide to refer your complaint to the Ombudsman, you must do so within six months of the date of our final response.

The FOS offer an independent service for resolving disputes and you can contact the FOS by:

Calling their consumer helpline on 0800 0234 567 or 0300 1239 123

Writing to them at Exchange Tower, London E14 9SR

Emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

We will include a copy of the Financial Ombudsman Service's leaflet in all resolution letters.

### **The Financial Services Compensation Scheme (FSCS)**

We do not guarantee the solvency of any insurer we place business with.

We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit broking. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if the insurer cannot meet their obligations. This depends on the type of business and circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details about the FSCS can be found on their website [www.fscs.org.uk](http://www.fscs.org.uk)

### **Your Responsibility to Provide Information**

You must take reasonable care to provide complete, accurate and honest answers to the questions we ask when you take out, make changes to, and renew your policy. Please also tell us if there are any changes to the information set out in your policy documentation.

If any of the information changes after you purchase or renew your policy and during the period of your policy, please provide us with details.

If any of the information provided by you is not complete and accurate:

- your insurer may cancel your policy and treat it as if it never existed; or
- your insurer may refuse to pay any claim; or
- your insurer may not pay any claim in full; or
- your insurer may revise the premium and/or change the compulsory excess; or
- the extent of the cover may be affected

You should keep a record (including copies of letters) of all information provided for future reference.

### **Reporting Claims**

Many insurers provide a 24-hour helpline in respect of claims. Please refer to your policy documents for contact details.

Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them either by contacting your insurer or Movo H&L Limited

If you require any assistance with a claim, please contact us.

### **Your Right to Cancel**

You have a legal right to cancel your policy, subject to no claims having occurred, within 14 to 30 days (depending on the policy type) of receiving the full terms & conditions. You will always be advised where this Right applies. If you wish to cancel a policy you must contact the insurer directly, please also notify us of this, prior to expiry of the 14-day cancellation period, via writing at our usual office address or email.