

**Terms of Business – Non-Advised Sales.
Client Agreement - How we are regulated.**

CycleSure and Butterworth Spengler Insurance Brokers are trading styles of **Butterworth Spengler (CycleSure) Ltd.** Our business address is 20-24 Faraday Road, Wavertree Technology Park, Liverpool, L13 1EH.

You can contact us on 0151 494 4400 or info@butterworthspengler.co.uk

Our communications with you will specify which company is acting on your behalf.

THE REGULATOR

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

Our Financial Services firm reference number is 313062 and you can check our status and permissions at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

LAW AND LANGUAGE

This Terms of Business Agreement is subject to English Law and the jurisdiction of the English Courts. We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you before and during the duration of the contract.

ACCEPTANCE

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully. If you do not agree to any part of the information, please tell us. **We assume that you accept the terms of this agreement unless we hear from you.**

OUR ACTIVITIES

We are an insurance distributor, which means the FCA has authorised us to advise, arrange, deal in and assist with the placing and administration or prepare in any other way the conclusion of all types of General Insurance policies and Pure Protection policies.

This includes websites, (including comparison websites) if they allow the conclusion of an insurance contract.

We are also authorised to undertake the following Consumer Credit Activities.

Credit Broking (where we act as a credit broker)
Debt administration.

OUR SERVICE

We are insurance distributors (intermediaries) and can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf.

We also act on behalf of insurers when collecting premiums under risk transfer (See "Money" section)

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

We will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks.

We will confirm to you the level of service we are providing as part of our sales process. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes.

If we use the services of another intermediary or distributor to place your insurance, we will advise you of the name of the intermediary or distributor we use and the name of the insurer.

DEMANDS AND NEEDS

Consumers

In assessing your demands and needs we will ask you a number of questions.

It is your responsibility to ensure you give us complete and accurate answers to any such questions, not only when you take out your policy, but also when you decide to renew or make any changes during any term of a contract of insurance (this applies to any changes in information relating to any individual named on the policy).

We will not make a specific recommendation and will not provide you with specific advice we will only give you the relevant information you require, honestly, fairly, and professionally and in a way that is in your best interests to enable you to make an informed decision.

We will alert you to important terms and conditions about the contract of insurance, and we will provide you that information when it is most relevant. This may include information about comparable products between different product providers, all of which will enable you to make your own choice about whether to go ahead with any particular contract of insurance.

OUR PRODUCT SELECTION (FAIR AND PERSONAL ANALYSIS)

Our Product Selection (Single Insurer)

We only offer this product from one insurer and so do not approach other providers. **CycleSure – Individual Bicycle Insurance.**

PRODUCT OVERSIGHT AND GOVERNANCE.

The product we offer is ultimately manufactured in collaboration with product providers (usually the Insurance Companies providing cover); however, because of the nature of our target market, in developing the required product, we elect to involve ourselves as a co-manufacture of the product we offer including those provided by Pen Underwriting Ltd.

In all instances where we co-manufacture, we have put in place a product oversight and governance framework. This framework's overarching objective is to:

- (a) take into account the interests and characteristics of our target customers,
- (b) not adversely affect our target customers;
- (c) prevent or mitigate any customer detriment we might identify; including procedures for monitoring, reviewing and distributing such products.

Our framework, means we have in place written processes, proportionate to the level of complexity and risks related to our products, which we follow stringently, allowing us to ensure any distributors (including us, and our employees) have the necessary knowledge, experience and competence to understand the product and ensure it is consistent with a customer (or potential customers) demands and needs; even where our distribution chain is long, we aim to ensure this goal is met.

METHOD OF COMMUNICATION

Whilst you do have a choice in the way we communicate with you, we will principally provide you with information using e-mail to enable you to access information electronically. During the process of dealing with us you will be given an option as to your preferred means of communication, meaning if you would like information in a paper format, we will be happy to provide it.

CALL RECORDING

Telephone calls may be recorded for training or monitoring purposes. We ensure all call recordings are protected in the same way as any other digital or written data in strict accordance with the General Data Protection Regulations (GDPR) and The Data Protection Act (DPA) 2018.

TRAINING

We maintain training to a minimum standard to ensure our workforce is appropriately skilled but where specialism in particular activities is required, we have in place more detailed requirements, including the need for our staff to attain a professional qualification where relevant.

LIMIT OF LIABILITY

This clause restricts the amount that may be recoverable because of our negligence. Other than injury or death of any person (for which no cap on liability will apply), our liability to you for the services we provide shall not exceed £1,000,000 for any one event or connected events.

CONFLICT MANAGEMENT

Whilst we act in the capacity of agents for our product providers (i.e., the insurance companies we do business with) we are required to have in place appropriate governance controls to help us meet our regulatory objectives. We have in place effective organisational controls, including appropriate supervision, to ensure we manage any and all conflicts of interests which may arise or may be identified from time to time, this includes gifts and benefits granted and accepted, which may damage the interests of our relationship with either our distributors or our customers.

OUR CUSTOMERS BEST INTERESTS

Our primary aim is to ensure, for any customer (or potential customer) that we act honestly, fairly and professionally and in the customers best interest including giving customers information they might need to understand the relevance of any information we provide, as well as objectively giving that information when it is most useful to a customer to enable informed decision making.

FINANCIAL STRENGTH

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and A M Best published with other readily available information within industry guides, newsletters, and press releases. Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

MONEY

We will hold money that you pay to us in accordance with the regulator's rules or under a risk transfer agreement with insurers. This will include holding your money in the following way.

A **statutory trust insurer bank account** in accordance with our agreements with Insurance Companies that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This

includes claims money or premium refunds we receive prior to being paid to you.

Holding your money in this way, means that if we become insolvent your money remains protected.

We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

INSURANCE PREMIUM TAX (IPT)

Your premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

OUR REMUNERATION

We usually receive a commission from the insurance provider with whom we place your business, and this is expressed as a percentage of the premium you pay and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. Using premium finance makes the overall cost of the insurance more expensive. A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision whether to proceed.

We may also receive a commission or fee for passing introductions to other professional firms.

In addition, we may make a charge to cover the administration of your insurance as follows:

Standard Charges:

Arranging or renewing a policy	£40
Mid-term adjustments (MTA)	£40
Refunds	£40
(we refund NET of our commission)	
Copy Documents	£25

Any such fee will be notified to you prior to any transaction.

PAYMENT OPTIONS

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter into a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the details. **Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and**

charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.

We do not charge any fees to you for introducing you to a credit provider.

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14-day cooling off period.

Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

YOUR RIGHT TO CANCEL (APPLICABLE TO CONSUMERS ONLY)

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge may apply for the period of cover provided and, in addition, an administration charge will apply as shown in the charges section above. Cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

CANCELLATION NON-CONSUMER

Commercial insurance policies do not routinely have cancellation rights except those available to the insurer. As a Commercial customer, you do not have the same cancellation rights by law as a consumer but may still have specific contract rights and reference should be made to the policy document to ascertain your position.

Where returns of commercial premiums are made on cancellation, it is usually following cancellation by the insurer, not the policyholder. On cancellation of a policy any refund or premium allowed by the insurer will be paid to you after deducting our annual commission and fees.

COMPLAINTS

Our aim is always to provide our customers with a first-class service; however, we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible.

You can contact us on 0151 494 4400 or write to **Richard Bell at Butterworth Spengler Insurance Brokers** 20-24 Faraday Road, Wavertree Technology Park, Liverpool, L13 1EH. or email rbell@butterworthspengler.co.uk

If we are unable to resolve the issue to your satisfaction by the end of the third business day following receipt, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response no later than 8 weeks.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls

to No's starting 01 or 02). Alternatively, you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. www.financial-ombudsman.org.uk

A full copy of our complaint procedure is available on request.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however, claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and www.fscs.org.uk.

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent.

YOUR DATA

We aim to process your data responsibly, fairly and in strict accordance with the General Data Protection Regulations (GDPR) and The Data Protection Act (DPA) 2018.

The GDPR modernised data protection law requiring enhanced disclosures about what we do with your information including (but not limited to):

- Our lawful bases of processing.
- The information we collect, and how we use and share that information.
- How long we keep information, including the purposes (e.g., administer your policy);
- The technical and organisational measures we have in place to safeguard your information.
- Your individual rights; and
- Our approach to marketing

As with many organisations, and to ensure Customers can easily access details on the areas listed above, we have developed a separate Privacy Notice which can be found at the end of this document.

It is vitally important to take time to read our Privacy Notice carefully as it contains full details of the basis on which we will process (i.e., collect, use, share, and or transfer) and store your information. It is also your obligation to ensure you show our Privacy Notice to all parties related to this insurance arrangement. If you have given us information about someone else, you are deemed to have their permission to do so.

MARKETING

It is extremely important that all parties insured under your policy understand how we process information, including that set out in the Marketing Section of our Privacy Policy/Notice and this Terms of Business Agreement.

In distributing any marketing, we will act honestly, fairly, and professionally and in the best interests of a customer or potential customer, including asking you separately for your permission (consent) to contact you, and the means to contact you (such as by phone, or e-mail, push notifications, SMS text, or post) to tell you about:

- a) new products or services we have or are developing.

- b) trialling products and services which we think may improve our service to you or our business processes.
- c) offer you rewards.
- d) enter you into a competition.

We will typically ask for your permission when you first contact us, but you have the right to easily withdraw your consent whenever you wish (unsubscribe). We will regularly review your consent to check that your relationship with us and the processing and the purposes have not changed.

We have processes in place to refresh your consent at appropriate intervals, and act on withdrawals of consent (unsubscribe) as soon as we can and not penalise you if you choose not to give or later choose to withdraw your consent.

It is important that you understand you have the right to withdraw or alter your marketing preferences at any time either using the subscription link contained in any electronic marketing, by calling our main office telephone 0151 494 4400 or writing to rbell@butterworthspengler.co.uk.

Privacy and Data Protection Notice

Butterworth Spengler Commercial Ltd and Butterworth Spengler Professional Risks Ltd act in the capacity of the data controller and will treat all your personal information as private and confidential, even when you are no longer a customer, in accordance with the Data Protection Act 1998 and any subsequent legislation.

Our Legal basis for processing data:

Data Processing is necessary for the purposes of legitimate interest pursued by us except where such interests are overridden by the interests, rights or freedoms of the data subject (you).

What information we collect about you and the purpose of its use:

When you contact us for the purposes of arranging and administering an insurance contract on your behalf, we collect the relevant information needed by an insurer for carrying out your request.

When we collect this information:

We collect this information during our meetings and/or telephone conversations, e-mail, or via online submission forms. This can be at any stage before or during the lifetime of a policy held with us.

How we store your personal data:

We hold your personal data electronically and in paper form. Our IT system is securely backed up to protect your data as best we can from cyber attack or hacking. Our paper records are securely stored at our premises or at specialist third party data storage facilities whose data security policies have been vetted by us.

How your information will be used and who we may share it with:

We will use and disclose the information we have about you in the normal course of arranging and administering your insurances and arranging the performance of a contract of insurance in order to meet our contractual obligations to you, which may include: (i) where we are required to do so by law; (ii) by virtue of our regulatory requirements and (iii) passing information about you to credit reference agencies for the purposes of arranging payments by instalments and may also pass to them details of your payment record with us.

Insurers may also use the information you supply to obtain credit and other checks that they need to take from Credit Reference Agencies or similar sources which may show as an entry on your credit record. This may happen at quotation stage even if you do not proceed with a policy.

Should you not wish us to use or process your data in this way, we may not be able to arrange or administer your insurances or process data as necessary for the performance of a contract in order to meet our contractual obligations to you.

E-Mail security

Email is not a completely secure means of transmission of data or documents, so by providing your email address to us you are giving your informed consent to us using this method to contact you and to send you your policy documents. If you would prefer us not to use this method of contact, please let us know.

Length of Data Retention

We will retain your data for a minimum of 6 years after our professional relationship has terminated. However, as a professional adviser we have a duty to be able to demonstrate the existence of insurance covers many years after the cover may have expired and may choose not to delete data if we feel it is in your best interest.

Your rights

Right of Access: You have a right, to obtain a copy of the personal information that we hold about you free of charge and within one month of the request.

Right to correct your information: If the information we hold for you is incomplete or incorrect, you have the right to request a correction.

Right to object: You have the right to object to us processing personal data based on grounds relating to your situation. If you object to us processing your personal data we will stop unless there are compelling legitimate grounds for the processing which override your interests, rights and freedoms or, the processing is for the establishment, exercise or defence of a legal claim.

Erasure rights: You have the right to remove consent for us to hold and use your data and at this point we will ensure that your data is no longer used for the purposes for which you have provided it.

Your Right to Complain: You can complain to the Information Commissioners Office if you feel there is a problem with the way we have handled your data.

Please contact <https://ico.org.uk/concerns/handling/>

Transfer of Data outside the EEA

We will not transfer any data that we hold about you outside of the European Economic Area (EEA), member countries which apply the same level of protection to data held there as in the United Kingdom. If personal data is transferred outside the EEA it will receive an adequate level of protection as required by the Data Protection Laws. Third parties will only process your personal information on our instructions and on agreement that the information is kept secure and confidential.

Marketing

We take your privacy seriously and will only use your data to administer your account and to provide the products and services you have requested from us. **We will obtain confirmation from you that we may contact you about any other products and services that we feel may be suitable or appropriate.**

We will not use your information or share your information with any other company for marketing purposes without your prior consent.

You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time.

Except as set out in this document, we will not otherwise disclose any information to any other parties without your written consent, unless we are legally obliged to do so.

Our contact details for data protection purposes are:

Richard Bell, Butterworth Spengler Insurance Brokers, 20-24 Faraday Road, Wavertree Technology Park, Liverpool, L13 1EH.

Tel: 0151 494 4400

E-mail: rbell@butterworthspengler.co.uk

Revisions to our Privacy Notice

We reserve the right to revise this Notice or any part of it from time to time and will provide you with a new Privacy Notice where any substantial updates are made. We may also notify you through other means, about the processing of your information.

In the interests of security and to improve our service, telephone calls are recorded.