

TERMS OF BUSINESS

Authorised and regulated by the Financial Conduct Authority

Unit 4 Flanders Road
1st Floor West Wing
Royal London Park
Hedge End
SO30 2LG**Tel:** 01489 780 491**Web:** www.bluedropservices.co.uk**Firm's Identity**Bluedrop Services (NW) LTD
Unit 4, Royal London Park,
Flanders Road,
Hedge End
SO30 2LG**Tel No.** 01489 780 491**E-Mail:** info@bluedropservices.co.uk**Web Site:** www.bluedropservices.co.uk**Our service**

In arranging insurance for our customers, we act as an Independent Intermediary. Our service includes advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. We can also assist you with making a claim.

Please note that our Uninsured Loss Recovery Scheme is not an insurance product and is not covered by Financial Services Authority (FCA) Regulations. We will give you full details of any such arrangements before you make any commitment on any product we offer you.

Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. Failure to disclose information pertaining to your insurance, or any inaccuracies in information given, could result in your insurance policy being invalid or cover not operating fully.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents, are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as 'Spent'.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

If you are in any doubt about whether information is material, you should disclose it.

Confidentiality and Data Protection (GDPR)

For the purposes of the Data Protection Act 1998 the Data Controller in relation to any personal data you supply to us is Bluedrop Services (NW) Ltd

Information that we may collect and hold about you:

- Personal Data (such as your name, address, contact details.) that you provide to us by filling in forms, via our website, over the phone or via your agent.
- Sensitive Personal Data (such as information relating to medical history, driving offences and criminal convictions), that you provide to us by filling in forms, via our website, over the phone or via your agent.

How we collect your personal information:

- Directly from you
- From other third parties involved in the insurance process such as an agent/representative.
- Credit reference agencies
- From other third parties involved in the relevant insurance policy or claim such as claimants, witnesses to an incident, loss adjusters, claims handlers and medical experts

How we use your personal information:

- Provide you or your agent with a quotation from Insurers
- Arrange a policy if instructed to do so by yourself or your agent
- Arrange changes to and or renew your policy if instructed to do so by yourself/agent
- Arrange premium finance/consumer credit for you if requested to do so by yourself/agent
- Statistical analysis

Bluedrop Services is the trading name of Bluedrop Services (NW) Limited.
Authorised and regulated by the Financial Conduct Authority, Number 530244.

Registered Office: Unit 4 Flanders Road, 1st Floor West Wing, Royal London Park, Hedge End SO30 2LG.
Registered in England, Number 07287668

Who we share your personal information with:

- Premium Finance companies
- Insurers, Reinsurers or other companies who act as insurance distributors
- Other insurance intermediaries
- Other third parties who assist in the administration of claims such as loss adjusters, claims handlers, accountants, auditors, lawyers and other experts
- Insurance industry databases
- Government databases
- Credit agencies
- Regulatory authorities
- The Police and other lawful enforcement bodies

By giving us information about another person, you are confirming that they have given permission to provide it to us and that we may use their personal data in the same manner as your own.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

Lawful Basis of Processing your Data

The Legal basis in which we process your data is Legitimate Interest.

We may process your information for a number of different purposes. For each purpose we must have a legal ground for such processing and we will rely on the following legal grounds:

- We need to use your personal information to enter into or perform our contract with you.
- We have a genuine business need to use your personal information such as maintaining our business records and keeping records of insurance policies we place and analysing and improving our business model and services. When using your personal information for these purposes, we have considered your rights and ensured that our business need does not cause you harm
- We have a legal or regulatory obligation to use your personal information.

When the information that we process is classed as a special category of information, we must have one of the following additional legal grounds for such processing:

- It is necessary for an insurance purpose and it is in the substantial public interest. This will apply where we undertake activities to prevent and detect fraud.
- You have provided your consent.
- Where the use of your special categories of information is necessary to establish, exercise or defend our legal rights, for example legal proceedings are being brought against us or we want to bring a legal claim ourselves.

Please see the examples below for further details of the different ways we use your personal information and the legal grounds we rely on when doing so.

Purpose for processing	Legal grounds for using your Personal Data	Legal grounds for using your Special Category Data
To arrange appropriate insurance cover and provide policy documentation	It is necessary to enter into/perform our contract. We have a genuine need (to ensure that you have the appropriate policy documentation.)	It is necessary for an insurance purpose.
To assist with any renewals, mid-term adjustments and cancellations.	It is necessary to enter into/perform our contract. We have a genuine need (to ensure that you are able to obtain renewals, mid-term adjustments and cancel your insurance.)	It is necessary for an insurance purpose.

Retention Period:

Your data will not be retained for longer than is necessary for legal or regulatory requirements.

International transfers of data

We may transfer your personal data to destinations outside the European Economic Area (EEA.) Where we do, we will ensure that this is treated securely and in accordance with the GDPR Legislation.

Your Rights:

Under the Legislation you have the following rights in relation to the processing of your personal data:

- 1: The right to be informed about how we use your personal data (this Terms of Business Document.)
- 2: The right to see a copy of the person information we hold about you (in most cases this will be free of charge.)
- 3: The right to have personal information rectified if inaccurate or incomplete
- 4: The right of erasure of your personal information where there is no compelling reason for its continued processing
- 5: The right to restrict processing in certain circumstances

6: The right to data portability, which, subject to certain conditions, allows you to obtain and reuses your personal data across different services.

7: The right to object to certain processing, including for the purposes of direct marketing

8: Rights to information in relation to automated decision making and profiling

The right to lodge a complaint with the ICO

You have a right to complain to the Information Commissioner's Office if you believe that any use of your personal information by us is in breach of applicable data protection laws and/ or regulations. More information can be found on the Information Commissioner's Office website: <https://ico.org.uk/>. This will not affect any other legal rights or remedies that you have.

Motor and home insurance anti-fraud registers

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims.

In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the Registers.

Motor Insurer Information Centre (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

Use for marketing purposes

We may use information held about you, to provide you with information about other products and services which we offer, and which we feel may be appropriate to you, by email, telephone, post or other means.

We will only market your information if you have given your explicit consent for us to do so. You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address.

Claims

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring which may give rise to a claim under your policy, you should notify the insurer direct as soon as possible using the contact details in your policy document.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay.

We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all elements of the claim with due care, skill and diligence.

We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss.

If there is any conflict of interest, we shall only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and you have given that consent.

We will forward any payments received from insurers in respect of any claim, to you, without delay.

We will notify you of any request for information we receive from your insurers.

Complaints

It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet these standards, please contact the member of staff you were dealing with, either verbally or in writing. They will take details of your concerns and we will then acknowledge in writing, advising you of who is dealing with the matter. A copy of our full Complaints Handling Procedures is available on request.

Cancellation Rights

When cancellation rights exist:

If you are an individual or sole trader (including a partnership in England and Wales) buying or renewing a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a 14 days either from the date of purchase or the day on which you receive your policy documentation, whichever is the later.

When renewing an existing policy the period applies from the date you renew the policy or the day on which you receive the policy documentation, whichever is the later. If you exercise this right and the cover has not commenced, you will be entitled to a full refund of the premium paid. If the insurance has commenced and provided that you have not made a claim, you will be entitled to a refund of the premium paid, subject to a deduction for any time that you have been on cover (calculated as a proportion of the annual premium) and a deduction of a proportion of the arrangement charge sufficient to cover our costs.

When cancellation rights do not exist:

Unless otherwise stated, insurance policies are arranged for a period of 12 months and you are required to pay the full amount stated. If you cancel the insurance before the expiry date, (other than in accordance with paragraph 1 above) and there have been no claims, you may be charged short period rates in accordance with the scale of

charges detailed by insurers terms and conditions shown in your policy document. We do not refund commission or charges as this was earned for arranging the policy. Policyholders may cancel annual policies on return of the policy and or Certificate of Insurance. If there are any unpaid monies when the policy is cancelled, we may withhold documents such as any no claims bonus to which you are entitled, until full payments are made. If you paid the premium by instalments the credit charges made by the premium finance provider will not be refunded.

To exercise your rights to cancel, please contact this office on the address shown. You will be required to return any certificate of motor insurance immediately.

Premiums and financial aspects

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 638209.

We normally accept payment by cash, BACS payments, guaranteed cheque or via credit/debit cards (excluding American Express.)

You may be able to spread your payments through insurers' instalment schemes, a credit scheme with a third-party finance provider, or a facility we have arranged ourselves. We will give you full information about your payment options when we discuss your insurance in detail.

We may keep certain documents, such as your insurance policy documents or Certificate, while we are waiting for full payment of premiums. In these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.

Risk Transfer

Premiums that we collect from you are held in an insurance broking bank account specifically used for the purpose of holding client premiums. By virtue of agreements we hold with insurers, we collect premiums as agent of the insurer. Therefore, once we have collected premiums from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer. We will remit the premiums to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers.

Client Money Segregation (Statutory Trust)

Premiums that we collect from you will be segregated into and held in a Client Money Bank Account. The client money will be held by us as trustee on your behalf. The Client Money Bank Account is set up as a trust governed by FCA rules. This means that once the client money is segregated into the Client Money Bank Account, it falls into our legal ownership but remains in the beneficial ownership of customers whose premiums are deposited in the Account. If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the client money in the Account according to their respective interests in the client money. The costs relating to the distribution of client money may have to be borne by the trust.

Return premiums

Return premiums usually arise if an insurance risk is reduced or a policy cancelled.

On a return premium, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you.

In view of the costs involved, we will not issue any return premium that is less than £25 (after deducting reclaimed commission). An amount less than £25 will be held to your credit and can be utilised against any future insurance policy with us.

If a policy is cancelled, we will refund any return premium due (after deduction of the commission and our charge).

Quotations

All quotations are subject to change in respect of the amount of premium indicated, and/or the terms and conditions that are applied.

Policy terms, conditions and warranties

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

Renewal premiums paid by instalments

In good time before the renewal of your policy, we shall contact you with the renewal premium and terms for the coming year. If you have not contacted us before the renewal date, your insurance policy will lapse and there will be no cover in force.

If you do not wish to renew the policy, please let us know as soon as possible. If applicable, we should also advise you to cancel your direct debiting instruction with your bank prior to renewal date.

Disclosure of commission

If you would like to know the amount of commission that we are paid in respect of your insurance contract, this information is available on request.

Earning interest on customer premiums

We hold premiums that you pay to us in a Client Money Bank Account. Under FCA Regulations we have to inform you that we may earn interest from the money held in our Client Money Bank Account which may exceed £20 for any one transaction that you make with us. Interest earned will not be held for the benefit of customers.

By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

Customer money passed to another person

In accordance with FCA Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid us, in payment of an insurance premium, to another insurance intermediary.

By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

Customer money passed to another person outside the UK

In managing and/or arranging your insurance requirements, we may transfer money that you have paid us, in payment of an insurance premium, to another insurance intermediary operating outside of the United Kingdom.

Unless you notify us that you do not wish your premiums to be transferred in the manner outlined in this Section, by accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

We have a duty under FCA Regulations to inform you that:

- the legal and regulatory regime applying to the insurance intermediary may differ from that in the United Kingdom; and
- consequently if the insurance intermediary fails, the premium may be treated in a different manner from that which would apply if the premium was held by an insurance intermediary in the United Kingdom.

Segregation of investments

We hold premiums that you pay to us in a Client Money Bank Account. We may invest these premiums in a range of permitted designated investments as prescribed by FCA Regulations. In the event that there is any shortfall in our client money resource attributable to falls in the market value of any of these permitted designated investments, we shall make provision for, and bear the cost of, any such shortfall.

By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

Governing law

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the [non-] exclusive jurisdiction of the English Courts.

This Agreement shall be governed by the laws of Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the [non-] exclusive jurisdiction of the Scottish Courts.

Other taxes or costs

Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, nor imposed, by us.