



about our insurance services

Mark Grafton Trading As Grafton Insurance Risk Solutions C/o Aberdeen House Ripley Surrey GU23 6AQ

1 The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. It requires us to give you this document. Use the information to decide if our services are right for you.

2 Whose products do we offer?

We offer products from the whole market.

We only offer products from a limited number of companies. Ask us for a list of the companies and products we offer.

We only offer products from one insurer.

3 Which service will we provide you with?

We will advise and make a recommendation for you after we have assessed your needs.

You will not receive advice or a recommendation from us. We may ask some questions to narrow down the

selection of products that we will provide details on. You will then need to make your own choice about how to

4 What will you have to pay us for our services

A fee. In certain circumstances we may charge a policy production fee, cancellation fee and/or a mid-term adjustment/duplicate documentation fee. Any fee payable will be advised and agreed prior to

No fee.

5 Who regulates us?

Mark Grafton Trading As Grafton Insurance Risk Solutions is and appointed representative of Bennett Gould & Partners (Dorset) Ltd, 18D Ley Court, Barnett Way, Gloucester, GL4 3RT is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 310780.

Our permitted business is advising, agreeing, assisting, and arranging in general insurance contracts.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.gov.uk/register or by contacting the FCA on 0845 606 1234.

6 Ownership

Bennett Gould & Partners (Dorset) Ltd is a wholly owned subsidiary of Bennett Gould & Partners Ltd, which is part of the Trans Continental Investment Services Group

7 What to do if you have a complaint

If you wish to register a complaint, please contact us:

...**in writing** Write to Mark Grafton at Aberdeen House Ripley Surrey GU23 6AQ

...**by phone** Telephone 01932 450154

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

8 Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.



TERMS OF BUSINESS

- 1. Regulation.** Mark Grafton Trading as Grafton Insurance Risk Solutions at Aberdeen House, Ripley Surrey are an Appointed Representative of Bennett Gould & Partners (Dorset) Ltd, Reg No:0404405. Registered office 18D Ley Court, Barnett Way, Barnwood, Glos, GL4 3RT, who are authorised and regulated by Financial Conduct Authority (FCA) to sell general non-investment insurance products. Their Financial Services number is 310780. Our FCA register number is 600089 and you can check these on the FCA's register by visiting the FCA's website <https://www.fca.org.uk/firms/financial-services-register> or by contacting the FCA on 0800 111 6768.
- 2. Our service to you.** We will advise and make a recommendation for you after we have assessed your needs. Our service includes arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. As an insurance intermediary, we normally act for you when we arrange insurance for you. However, we also act as an agent of the insurer in relation to the coverage proposed, or the insurer may have outsourced to us certain work related to the administration of your contract. We will disclose to you where we act as agent of the insurer or provide services to the insurers when providing you with information on the coverage proposed. We may place your insurance business under a binding authority, managing general agency, lineslip or similar facility where we reasonably consider these match your insurance requirements/ instructions. We shall inform you whenever we bind your insurance risk under a facility. We do not offer advice in relation to tax
- 3. Quotations.** Our quotations will be valid for a period of 30 days from the date of issue.
- 4. Disclosure of information.** Your responsibilities will vary according to whether your policy is a '*Consumer Insurance Contract*' or a '*Commercial Contract*'.
A '*Consumer Insurance Contract*' is an insurance policy for an individual who needs the policy wholly or mainly for purposes unrelated to a trade, business or profession.
A '*Commercial Contract*' is an insurance policy that is needed wholly or mainly for the purposes of a trade, business or profession.
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, when you renew your insurance and when you claim. It is important that you ensure that all statements you make in response to any request for information from insurers are full and accurate and that you do not make any misrepresentation or leave anything out when asked. You must check any form that you sign or any statement of facts relating to your policy. Reckless, deliberate or even careless mistakes could result in your insurance company refusing to deal with all or part of a claim.
We will point out significant features and benefits, and significant or unusual exclusions or limitations, and answer any questions you may have regarding the insurance contract. However, it is impractical to explain all the terms and conditions at the outset. It is your responsibility to read the Policy Document and any other information provided, and if there is anything that you do not understand it is important that you contact us for an explanation.

In addition, when entering into a '*Commercial Contract*', please note that if you fail to disclose any material information to your insurers, this could invalidate your insurance cover and could mean that part or all of a claim is not paid. If you are unsure whether information is 'material' you should disclose it.

5. **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 and conditions, please seek our advice promptly.
6. **Charges and Fees.** A fee. In certain circumstances we may charge a policy production fee, cancellation fee and/or a mid-term adjustment/duplicate documentation fee. Any fee payable will be advised and agreed prior to inception of cover and advised during any adjustment/duplication/cancellation process.
7. **Commission Disclosure – Commercial Contract Customers** 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
8. **Holding Money.** The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:
 - a. any premium money it has received from you to the insurer; or
 - b. any claims or return premium monies that it has received from the insurer to you.

We are governed by strict rules pertaining to client money, set down by the FCA. Our parent company, Bennett Gould & Partners Ltd, FCA No: 306850 will hold monies in a Non-Statutory Trust client bank account they may earn interest on monies held, which will be retained by them.

When we act as agents for the insurer for the collection of premiums and payment of claims and refunds of premiums then these are treated as being received by the insurer when received in our (Bennett Gould & Partners Ltd) bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

Neither we nor Bennett Gould & Partners (Dorset) Ltd can hold client money; any client money will be held by our parent company, Bennett Gould & Partners Ltd and will be kept separate from their own money with an approved bank segregated in a client bank account designated as subject to a non-statutory trust. Under a non-statutory trust they are entitled to use client money to make advances of credit, for example to pay another client's premium before the premium has been received from the other client and to pay claims and premium refunds to a client before such monies have been received from the insurer. We act as trustees of our clients' monies and must meet certain legal and regulatory conditions. You may notify us if you do not wish us to hold your money in this way, otherwise we will assume that we have your consent to hold your money in a non-statutory trust account. 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.

9. **Customer protection information.** 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 your standards, please contact us either verbally or in writing. We will acknowledge in writing, advising you of who is dealing with your concerns and attempt to address your concerns within five working days. If our investigations take longer, we will provide a full response within twenty working days or explain our position and provide timescales for a full response. If we cannot satisfy your complaint you may be entitled to refer it to the Financial Ombudsman Service.
10. **Employers Liability Tracing Office (ELTO).** ELTO is an insurance industry initiative set up to assist the tracing of Employers Liability (EL) insurers by employees who may have suffered injury or disease at work. It was established in April 2011 and since 1st April 2012 it is a legal requirement for employers to submit specific details i.e. the Employers Reference Number (ERN) and details of any subsidiary companies, to insurers to assist in the upkeep of this register. From April 2012 it is legally required to collect it for any policies containing an element of EL cover either incepting or renewing from that date. Further information is available at http://www.elto.org.uk/Employer_Info.aspx
11. **Cooling off period and Right to Cancel (applicable to consumers only).** We will give you enough information and help so you can make an informed decision before you make a final commitment to buy your insurance policy. However you will have fourteen days to change your mind and cancel the insurance contract from the date you receive the policy documentation.
12. **Renewals** To make sure you have continuous cover under your policy we may automatically renew your policy when it runs out, unless you tell us not to. Each year we will notify you well in advance

before the renewal date of your policy and tell you about any changes to the premium or the policy terms and conditions. Automatic renewal will be advised to you at the time your policy is issued. If you do not want to us to automatically renew your policy please advise us. Otherwise we will renew your policy and invoice you accordingly. You should also note that your renewed policy will only **be valid when: you have told us about any changes to your circumstances**

13. **Financial Services Compensation Scheme (FSCS)** We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance this increases to 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.
14. **Confidentiality and Use of Personal Data** All personal information about you will be treated as private and confidential. We will only use and disclose information we have about you in the normal course of obtaining quotations, arranging and administering your insurance. This will involve passing information to insurance providers and we or they may carry out identity checks, exchanging information with the police, fraud prevention agencies, industry databases and registers, obtaining information from other public and private sources and credit searches with credit reference agencies which may appear on your credit report whether or not cover is arranged. We may also pass information about you to credit reference agencies for the purpose of arranging payments via instalments and may also pass to them details of your payment record with us. We will not disclose any information to any other parties without your consent, unless required to do so because we are authorised by the FCA, it is in the public interest, or we have to by law. We may use the information we hold about you to provide information to you about other products and services which we feel may be appropriate for you. If you do not wish to receive marketing information from us please let us know by contacting us at the address below. Under the Data Protection Act 1998 you have a right to see personal information about you that we hold in our records. If you have any queries in this regard please write to us
15. **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.
16. **Applicable Law.** This Terms of Business document is subject to English Law.

PRIVACY NOTICE

BACKGROUND:

GIRS (and Bennett Gould & Partners (Dorset) Ltd) understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of all of our customers and agents and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the law.

1. Information About Us

Bennett Gould & Partners (Dorset) Ltd. Registered in England under company number 04044055. 18D Ley Court, Barnett Way, Barnwood, Glos, GL4 3RT.

We are regulated by The Financial Conduct Authority No 310780

And it's Appointed Representatives as detailed on the Financial Services Register.

2. What Does This Notice Cover?

This Privacy Information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law relating to your personal data.

3. What is Personal Data?

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”) as ‘any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier’.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

4. What Are My Rights?

Under the GDPR, you have the following rights, which we will always work to uphold:

a) The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 11.

b) The right to access the personal data we hold about you. Part 10 will tell you how to do this.

c) The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 11 to find out more.

d) The right to be forgotten, i.e. the right to ask us to delete or otherwise dispose of any of your personal data that we have. Please contact us using the details in Part 11 to find out more.

e) The right to restrict (i.e. prevent) the processing of your personal data.

f) The right to object to us using your personal data for a particular purpose or purposes.

g) The right to data portability. This means that, if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract.

For more information about our use of your personal data or exercising your rights as outlined above, please contact us using the details provided in Part 11.

Further information about your rights can also be obtained from the Information Commissioner’s Office or your local Citizens Advice Bureau.

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the Information Commissioner’s Office.

5. What Personal Data Do You Collect? In order for us to provide insurance quotes, insurance policies, and/or deal with any claims or complaints, we need to collect and process personal data about you. The types of personal data that are processed may include; **Individual details:** Name, address (including proof of address), other contact details (e.g. email and telephone numbers), gender, marital status, date and place of birth, nationality, employer, job title and employment history, and family details, including their relationship to you **Identification details:** Identification numbers issued by government bodies or agencies, including your national insurance number, passport number, tax identification number and driving licence number **Financial information:** Bank account or payment card details, income or other financial information **Risk details:** Information about you which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, criminal convictions, or other special categories of personal data. For certain types of policy, this could also include telematics data. **Policy information:** Information about the quotes you receive and policies you take out **Credit and anti-fraud data:** Credit history, credit score, sanctions and criminal offences, and information received from various anti-fraud databases relating to you **Previous and current claims:** Information about previous and current claims, (including other unrelated insurances), which may include data relating to your health, criminal convictions, or other special categories of personal data and in some cases, surveillance reports **Special categories of personal data:** Certain categories of personal data which have additional protection under the GDPR. The categories are health, criminal convictions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric, or data concerning sex life or sexual orientation

We might collect your personal data from various sources, including:

- you;
 - your family members, employer or representative;
 - other insurance market participants;
 - credit reference agencies;
 - anti-fraud databases, sanctions lists, court judgements and other databases;
 - government agencies such as the DVLA and HMRC;
 - open electoral register; or
 - in the event of a claim, third parties including the other party to the claim (claimant / defendant), witnesses, experts (including medical experts), loss adjustors, solicitors, and claims handlers
- Which of the above sources apply will depend on your particular circumstances.

6. How Do You Use My Personal Data?

Use of Personal Data Under the General Data Protection Regulations, we must always have your consent or a legal basis for using personal data. By asking us to quote or provide you with insurance because you have consented to our use of your personal data because it is in our legitimate business interests to use it (legal basis). You may withdraw your consent to such processing at any time. However, if you withdraw your consent this will impact our ability to provide insurance or pay claims. Your personal data may be used by example for the following purposes: Quotation/Inception, Policy administration, Claims Processing, Renewals, Mid Term Adjustments, Complaint Handling. Further information can be found in our Privacy Notice on our website; www.bgpltd.com/downloads.

Your personal data will be used for one or more of the following purposes:

Quotation/Inception:

Setting you up as a client, including possible fraud, sanctions, credit and anti-money laundering checks

Evaluating the risks to be covered and matching to appropriate policy/ premium

Payment of premium where the insured/policyholder is an individual

Supplying you with information by email and post.

Policy administration:

Client care, including communicating with you and sending you updates

Payments to and from individuals

Claims Processing:

Managing insurance and reinsurance claims

Defending or prosecuting legal claims

Investigation or prosecuting fraud

Renewals:

Contacting the insured/policyholder to renew the insurance policy

Evaluating the risks to be covered and matching to appropriate policy/ premium

Payment of premium where the insured/policyholder is an individual

Other purposes outside of the insurance lifecycle but necessary for the provision of insurance throughout the insurance lifecycle period:

Complying with our legal or regulatory obligations

General risk modelling

Transferring books of business, company sales & reorganisations

Please note that in addition to the disclosures we have identified against each purpose, we may also disclose personal data for those purposes to our service providers, contractors, agents and group companies that perform activities on our behalf.

You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out where appropriate.

In order to provide insurance cover and deal with insurance claims in certain circumstances insurance market participants may need to process your special categories of personal data, such as medical and criminal convictions records, as set out against the relevant purpose. Your consent to this processing may be necessary for the insurance market participant to achieve this.

7. How Long Will You Keep My Personal Data?

We will keep your personal data only for so long as is necessary and for the purpose for which it was originally collected. In particular, for so long as there is any possibility that either you or we

may wish to bring a legal claim under this insurance, or where we are required to keep your personal data due to legal or regulatory reasons.

8. How and Where Do You Store or Transfer My Personal Data?

We may need to transfer your data to insurance market participants or their affiliates or sub-contractors which are located outside of the European Economic Area (EEA). Those transfers would always be made in compliance with the GDPR. If you would like further details of how your personal data would be protected if transferred outside the EEA, please contact the data protection contact of the relevant participant.

We will only store or transfer your personal data in the UK. This means that it will be fully protected under the GDPR.

9. Do You Share My Personal Data?

The insurance lifecycle involves the sharing of your personal data between insurance market participants, some of which you will not have direct contact with.

The identity of the insurance market participants will be the insurer on your insurance documents. We may have used more than one insurance participant to get the best product for you and we, upon request can advise you of who we consulted prior to your insurance contract placement with the initial data controller

10. How Can I Access My Personal Data?

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a "subject access request".

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 11. To make this as easy as possible for you, a Subject Access Request Form is available for you to use. You do not have to use this form, but it is the easiest way to tell us everything we need to know to respond to your request as quickly as possible.

There is not normally any charge for a subject access request. If your request is 'manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

11. How Do I Contact You?

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details:

Data Compliance Officer: John Plackett.

Bennett Gould & Partners Ltd, Rennie House, 57-60 Aldgate High Street,
London, EC3N 1AL

Email: compliance@bgpltd.com. Tel: 02036402370.

12. Changes to this Privacy Notice

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be made available on our website www.graftoninsurance.co.uk or www.bgpltd.com