

# **INFORMATION FOR CLIENTS**



This document has been designed to help **You** benefit from **Your** iprism **Policies** and should be read alongside **Your Policy** documentation. Further information is provided here for:

- About iprism
- Definitions
- Claims and how to make a claim
- Complaints and how to make a complaint
- If You are still dissatisfied
- Cancellations and how to cancel **Your Policy**
- Data protection and privacy policy
- Law and jurisdiction
- Use of language
- Telephone call charges
- Telephone call recording

## **ABOUT IPRISM**

iprism is the trading name of iprism Underwriting Agency Limited. **We** are a private limited company incorporated in England and Wales. **Our** registered company number is 05604278.

iprism is authorised and regulated by the Financial Conduct Authority (FCA) and **Our** permitted business is for the provision of regulated products and services, assisting in the administration and performance of a contract of insurance. **Our** FCA register number is 460209 and **Our** registered address is 4th Floor, Northern & Shell Building, 10 Lower Thames Street, London, EC3R 6AF.

We offer an administrative solution for **Insurers** and an online trading platform for **Our** insurance brokers. This is supported by a team of underwriters who can service **Our** insurance broker's requirements via **Our** portal, over email and via telephone. All **Our** calls are recorded and non-advised.

Your insurance broker is Your dedicated point of contact for any queries concerning Your iprism Policy. iprism are not authorised to offer You any advice so You must speak to Your insurance broker who is authorised by the FCA to advise.

## **DEFINITIONS**

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in this document unless **We** state otherwise:

#### DAS Legal Expenses Insurance Company Limited ('DAS')

The underwriter who provides the legal protection insurance under Your Policy, if shown as insured.

#### Insured Insured's You Your

The person(s) or company named in the Schedule

#### Insurer Our Us We

The insurance company or iprism, acting on behalf of the insurance company named in the Schedule on whose behalf this insurance document is issued

#### Period of Insurance

The period beginning with the Effective Date shown in the Schedule and ending with the Expiry Date and any other period for which **We** have accepted **Your** premium

#### Policy

The iprism Policy and Schedule and Certificate of Employers Liability Insurance and any **Endorsements** attached or issued with it



# **CLAIMS - TO REPORT A CLAIM**

**Your** insurance **Policy** is administered by iprism on behalf of **Your** insurance broker and **Your Insurer**. We hope that **Your** business is safe and sound but if something goes wrong **You** can make a claim.

You should contact iprism's claims team as soon as possible. You should not settle, reject, negotiate or agree to pay any claim without Your Insurer's written permission.

The iprism claims line is provided by Sedgwick International UK and is available to report **Your** claim 24 hours a day, 7 days a week during the **Period of Insurance**.

Dedicated claims telephone:

0333 005 1616

#### **Commercial Legal Expenses**

If shown as operative under **Your Policy**, to make a claim under the Legal Expenses Extension provided by **DAS**, **You** can contact **DAS**:

Business Legal Advice Line:	0330 102 6189
Business Emergency Assistance Helpline:	0330 102 6189
Counselling:	0344 893 9012
Please quote the <b>DAS</b> reference number:	TS5/4871345

You may use these services 24 hours a day, 7 days a week during the Period of Insurance.

#### Financial Services Compensation Scheme (FSCS)

iprism and **Your Insurers** are covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and the circumstances of the claim. Further information about the scheme is available from the FSCS:

By telephone:	0800 678 1100 or 020 7741 4100
By e-mail:	enquiries@fscs.org.uk
In writing to:	Financial Services Compensation Scheme
	PO Box 300, Mitcheldean, GL17 1DY
Website:	www.fscs.org.uk

If **You** contact the FSCS, please have all relevant correspondence to hand.



# COMPLAINTS

We are proud of the service We offer Our clients and We hope that You are happy with the service provided to You. However We understand that there may be instances where You may need to take things further. We are committed to provide a high level of customer service and dedicated to resolving Your complaint. So if You have a complaint about iprism or wish to discuss a complaint You have with Your insurance broker or Insurer please see the information below on how You can do this in a prompt and timely manner.

This insurance is administered by iprism on behalf of **Your** insurance broker and **Your Insurer**. We hope that **You** are extremely happy with **Your** iprism **Policy** but **We** do recognise that on occasions things can go wrong.

If Your complaint is about the way Your Policy was sold to You please contact Your insurance broker who arranged Your Policy for You.

If You have a complaint about <u>Your Insurer or a claim</u> please contact Your Insurer directly. Their contact details can be found on **Your Policy** Schedule. Once Your Insurer has received Your complaint they will:

- Send an acknowledgment of **Your** complaint within five (5) working days of receiving it and notify **You** of the name of the person managing **Your** complaint and
- Respond in full to **Your** complaint within eight (8) weeks. If this is not possible for any reason they will write to **You** to explain why they have not been able to settle the matter quickly. They will also let **You** know when they will contact **You** again.

If **Your** complaint is about <u>the claims handling process or anything else</u>, in the first instance please contact **Your** insurance broker so they can escalate these issues with **Us** and **Your Insurer** directly.

iprism are dedicated to resolving **Your** complaint so if **You** have <u>a complaint about iprism</u> or wish to discuss a complaint **You** have with **Your** insurance broker or **Insurer**, please contact iprism's Complaints Manager:

By telephone:	0333 005 1605
By e-mail:	complaints@iprism.co.uk
In writing to:	Complaints Manager
8	iprism Underwriting Agency Limited
	4th Floor, Northern & Shell Building, 10 Lower Thames Street, London, EC3R 6AF

If Your complaint is about Your Credit Agreement with Close Brothers Premium Finance, You can contact them directly:

By telephone:	0333 321 8566
By e-mail:	complaintspf@closebrothers.com
In writing to:	Close Brothers Premium Finance
	Wimbledon Bridge House, 1 Hartfield Road, London, SW19 3RU

If **You** are unhappy with the way in which **Your** personal data has been processed **You** can contact the iprism Data Protection Officer (DPO) at dpo@iprism.co.uk.



# IF YOU ARE STILL DISSATISFIED

If **You** have followed the above complaints procedure and are still dissatisfied with the outcome of **Your** complaint, **You** may be able to pursue **Your** complaint through the Financial Ombudsman Service (FOS), the Legal Ombudsman Service (LOS) and/or the Online Dispute Resolution (ORD).

## The Financial Ombudsman Service (FOS)

The Financial Ombudsman Service (FOS) is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **Your** complaint if **Your Insurers** have given **You** their final decision.

The FOS is available to consumers and is only available to individuals and to businesses that meet these criteria:

- An annual turnover under £6,500,000 and/or employ fewer than fifty (50) staff; or
- Annual balance sheet below £5,000,000

From 1 April 2019, the compensation limit will increase from £150,000 to £350,000 for complaints about actions by eligible firms on or after that date.

For complaints about actions before 1 April 2019 that are referred to the FOS after 1 April 2019, the compensation limit will be  $\pounds$ 160,000.

The FOS provides a free and impartial service for resolving disputes but **You** must contact them within six (6) months of receiving **Your** final response letter. **You** can also refer to the FOS if **You** are dissatisfied with **Your Insurer's** final decision or if they have not issued their final response within eight (8) weeks from the time **You** first raised the complaint. **You** can contact the FOS:

By telephone:	0800 023 4567 or 0300 123 9123
By e-mail:	complaint.info@financial-ombudsman.org.uk
In writing to:	The Financial Ombudsman Service
	Exchange Tower, London, E14 9SR
Website:	www.financial-ombudsman.org.uk

While **We**, **Your** insurance broker and **Your Insurer** are bound by the FOS's decision, **You** are not and **You** still have the right to take legal action.

#### Legal Ombudsman Service (LOS)

If **You** have a complaint relating to **Your** Legal Expenses insurance **Your** complaint may be more suitably handled by a comparable complaints scheme, the LOS. You can contact the LOS:

By telephone:	0300 555 0333
By e-mail:	enquiries@legalombudsman.org.uk
In writing to:	The Legal Ombudsman Service
	PO Box 6806 Wolverhampton WV1 9WJ
Website:	www.legalombudsman.org.uk

#### Online Dispute Resolution (ODR)

If **You** were sold this product online or by other electronic means and within the European Union (EU) **You** may refer **Your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate **Your** complaint to **Your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on www.ec.europa.eu/odr



# CANCELLATION PROCEDURE

If **You** change **Your** mind after **You** have taken out **Your** iprism **Policy**, **You** have the right to cancel within fourteen (14) days by providing this instruction to **Your** insurance broker. This is called the "cooling off" period.

The fourteen (14) day period starts on the day **You** receive the **Policy** documentation, or the day **You** enter into this contract of insurance whichever is the later.

If **You** cancel the **Policy** within the first fourteen (14) days, and there have been no claims or incidents likely to give rise to a claim, **We** will refund the premium in full.

If **You** have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to **You**.

#### Cancellation by You at any other time

If **You** wish to cancel **Your Policy** after fourteen (14) days, this is called a "mid-term cancellation". If there have been no claims or incidents likely to give rise to a claim, **You** may be entitled to a pro-rata return of premium.

We will not return any premium if the amount is less than £25 excluding Insurance Premium Tax (IPT).

#### **Cancellation by Your Insurer**

Please be aware that there might be circumstances where **Your Policy** may be cancelled by **Your Insurer** sending fourteen (14) days written notice to **Your** correspondence address shown in the Schedule.

Valid reasons for cancellation may include:

- Where We have been unable to collect a premium payment. In this case We will contact You in writing requesting payment by a specific date. If We do not receive payment by this date We will write to You again notifying You that payment has not been received and giving You fourteen (14) days' notice of a final date for payment. This letter will also notify You that if payment is not received by this date Your Policy will be cancelled. If payment is not received by that date We will cancel Your Policy from the date Your last instalment was due.
- Where You are required in accordance with the terms of Your Policy to co-operate with Us, or send Us information or documentation and You fail to do so in a way that affects Our ability to process a claim, or Our ability to defend Our interests. In this case We may issue a cancellation letter and We will cancel Your Policy if You fail to co-operate with Us or provide the required information or documentation by the end of the fourteen (14) day cancellation notice period.
- Where there is a failure by **You** to exercise the duty of care regarding **Your** property as required by the paragraph headed 'Reasonable Precautions' in the General conditions section of **Your Policy**.
- Where **We** reasonably suspect fraud.

If the **Policy** is cancelled, **You** may be entitled to a return of premium provided that there have been no claims or incidents likely to give rise to a claim.

We are not bound to accept any renewal of Your Policy.

#### **Certificate of Employers Liability Insurance**

In relation to cancellation in any of the circumstances outlined above, **You** will be required to return to **Us** any effective Certificate(s) of Employers Liability insurance.



## When Your premiums are paid by the iprism instalment plan through Close Brothers Premium

If **Your Policy** is cancelled by **Us** or by **You**:

- Any outstanding balance of **Your** loan and any additional charges levied by the finance provider in accordance with the terms and conditions of **Your** credit agreement will be deducted from any return of premium due to **You**
- You will become liable for the difference if the return premium is less than the balance due to the loan provider We will return any premium You have paid for any Period of Insurance left. However, We will not return any premium if the amount is less than £25 excluding Insurance Premium Tax (IPT).

If **You** have arranged to pay **Your Policy** by the iprism instalment plan, provided by Close Brothers Premium Finance **You** can contact them directly:

By phone:0333 321 8566By e-mail:customerservicespf@closebrothers.comIn writing to:Close Brothers Premium FinanceWimbledon Bridge House, 1 Hartfield Road, London, SW19 3RU



# DATA PROTECTION AND PRIVACY POLICY

#### **Use of Personal Information**

To provide **Our** services, iprism will collect and use information about **You** or a beneficiary under the **Policy** (e.g. **Your** employees or other identified individuals), such as name, address and contact details. This may also include special categories of personal data (e.g. about health) and information relating to criminal convictions and offences. The purposes for which **We** use personal data may include: evaluating **Your** insurance application and providing a quotation; providing insurance cover; handling claims; crime prevention; and debt recovery.

More information about **Our** use of personal data is set out in the iprism Privacy Notice (Privacy Notice) available at www.iprism. co.uk/privacy-policy. If **You** have any queries, please contact **Us** by email at dpo@iprism.co.uk or in writing to iprism Underwriting Agency Limited, 4th Floor, 10 Lower Thames Street, London, EC3R 6AF. We recommend that **You** review this Privacy Notice.

We may pass personal data to third parties such as, insurers, reinsurers, loss adjusters, sub-contractors, **Our** affiliates, the police and other law enforcement agencies, fraud and crime prevention and detection agencies, databases and registers (for example the ELTO Insurance Database, and the Claims and Underwriting Exchange Register) and to certain regulatory bodies who may require personal data themselves for the purposes described in the Privacy Notice. If **You** require details of the third parties **Your** data has been passed to and how this information is used please contact **Us** by email or post, as detailed above.

#### How Long Will Your Personal Information Be Held For

Normally **We** will retain **Your** Personal Data for 10 (ten) years, except where the risk insured includes Employers Liability cover where such data will be retained indefinitely. **We** will only retain and use Your Personal Data thereafter as necessary to comply with **Our** legal obligations, resolve disputes, and enforce our agreements.

If **Your Policy** includes legal advice **We** may have to send **Your** Personal Information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover **You** have, **Your** information may also be sent outside the EEA so the service provider can administer **Your** claim.

We will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with Our Privacy Notice.

#### What are Your rights?

You have the following rights in relation to the handling of Your personal data:

- You have the right to access personal data held about You
- You have the right to have inaccuracies corrected for personal data held about You
- You have the right to have personal data held about You erased
- You have the right to object to direct marketing being conducted based upon personal data held about You
- You have the right to restrict the processing for personal data held about You, including automated decision-making, although Your exercise of this right will mean that We will be unable to process Your application
- You have the right to data portability for personal data held about You

Any requests, questions or objections should be sent to the Data Protection Officer (DPO):

By email:	dpo@iprism.co.uk
In writing to:	Data Protection Officer, iprism Underwriting Agency Limited,
	4th Floor, Northern & Shell Building, 10 Lower Thames Street, London, EC3R 6AF.



## **Credit Search**

We use information obtained from a number of sources including credit reference agencies. This helps Us to confirm Your identity and allows Us to give You a quotation.

#### Sensitive Information

Some of the personal information **We** have asked **You** for may be sensitive personal data, as defined by the Data Protection Act 2018 (such as the information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your** policy documents.

## Fraud Prevention and Detection

We will check Your information against a range of registers and anti-fraud databases for completeness and accuracy. We may also share Your information with law enforcement agencies, other organisations and public bodies. If We find that fraud or inaccurate information has been given to Us or We suspect fraud We will take appropriate action. If fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations including those from other countries may also access and use this information to prevent fraud and money laundering.

#### **Claims and Underwriting Exchange Register**

**Insurers** pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Limited (IDS Ltd). The aim is to help **Us** to check information provided and also to prevent fraudulent claims. When **We** deal with **Your** request for insurance, **We** may search the register. When **You** tell **Us** about an incident (such as a fire, water damage or theft) which may or may not give rise to a claim, **We** will pass information relating to it to the register.

## The Information Commissioner's Office

If **You** are unhappy with the <u>way in which **Your** personal data has been processed</u> **You** can contact the iprism Data Protection Officer (DPO) at dpo@iprism.co.uk.

If **You** remain dissatisfied after a reply from the iprism DPO, **You** have the right to apply directly to the Information Commissioner's Office for a decision. They can be contacted:

By telephone:	0303 123 1113
In writing to:	The Information Commissioner's Office
	Wycliffe House, Water Lane, Wilmslow, SK9 5AF
Website:	www.ico.org.uk



# **GENERAL INFORMATION**

#### Law and Jurisdiction

Unless **You** and **We** have agreed otherwise **Your Policy** shall be subject to English Law and the Courts of England shall have exclusive jurisdiction in all disputes connected with **Your Policy**. If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England.

#### Use of Language

Unless otherwise agreed the contractual terms and conditions and other information relating to **Your Policy** the use of language will be in English.

#### Telephone Call Charges

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles.

#### Telephone Call Recording

Calls may be monitored and recorded and may be used for fraud prevention and detection and for quality control and training purposes.