

CONDUCT OF BUSINESS AGREEMENT

Definition

The words 'We', 'Our' and 'Us' mean and refer to Philip Williams & Company Insurance Management, 35 Walton Road, Stockton Heath, Warrington, Cheshire, WA4 6NW.

Please read this document carefully. It sets out the terms on which We agree to act for Hampshire Police Federation Insurance Trust and contains details of our regulatory and statutory responsibilities.

Our Service

This agreement regulates the terms of trading between Us and the Trustees of the Hampshire Police Federation Insurance Trust in the capacity as a Commercial Client and revokes all previous agreements.

We are authorised and regulated by Financial Conduct Authority (FCA) to sell general insurance products. Our FCA register number is 308860 and you can check this on the FCA's register by visiting the FCA's Website www.fca.org.uk/firms/financial-services-register or by contacting the FCA on 0800 111 6768.

Products provided may include Life, Critical Illness, Personal Accident, Regulation 28 Sick Pay, Legal Expenses, Home Emergency, Motor Breakdown, Travel and Mobile Phone insurances, details of which are held by the Trustees of the scheme.

We have been appointed by the Trustees of the Hampshire Police Federation Insurance Trust to arrange and administer the above-named insurance products.

We want to offer insurances to the Trustees of the Hampshire Police Federation Insurance Trust, and is subject to Our obligations as brokers and terms and conditions. You will not receive advice or a recommendation from Us. We may ask you 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 proceed.

Our Obligations

- We are responsible for all aspects of production of marketing material for all such business as in the above-named insurance products.
- We shall arrange for appropriate documentation to be forwarded to you in a timely manner following inception of a policy, mid-term adjustment or policy renewal to provide you with formal confirmation/evidence of the insurance cover.
- We reserve the right to amend the Conduct of Business Agreement upon giving thirty (30) days' notice.
- We shall be entitled to terminate the agreement upon giving thirty (30) days notice or terminate immediately should in its reasonable opinion it considers that the administration of the account is such as to prejudice the interests of Us or any third party.
- We may enter into subscription rebate agreements with insurers. Any monies derived from such agreements will be distributed in accordance with the terms laid down by the insurer, with those Trustees to whom the rebate relates.
- We will only place insurance with insurers who have been subject to a satisfactory review. Whilst reasonable skill and care is used in the review of insurers, the review is neither an audit nor a guarantee. The financial standing of any insurer can of course, change after the insurance contract has been incepted.

- Our search for a product to meet your requirements has involved a limited number of insurers based upon our knowledge and experience of the marketplace.
- We would be happy to discuss with you the scope and outcome of our search. You can ask Us at any time, for a list of the insurers We use.
- We act as your agent in sourcing suitable policies and placing your insurance.
- We act as an agent of the insurer in the event of a claim.
- In the event of a dispute with an insurer regarding a claim We will act as your agent in trying to find an amicable solution.
- We act on your behalf in arranging your insurance. In doing so We will act on your behalf with the reasonable skill and care of a broker experienced in similar transactions and will agree to maintain strict confidentiality.
- We shall seek to avoid conflicts of interest but, where this is unavoidable, we shall explain the position fully to you and manage the situation in such a way as to avoid prejudice to any party

Client Money

We act as agents for the benefit provider for the collection of premiums and payment of claims and refund of premiums. We hold clients' money separate from our own money with an approved bank, segregated in a client bank account designated as subject to a statutory trust. We act as the trustees of our clients' monies and must meet certain and regulatory conditions.

Payment to Third Parties

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. This may include brokers and settlement agents outside of the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that, which would apply if the money were held by a broker or settlement agent in the UK. You may notify Us if you do not wish your money to be passed to a person in a particular jurisdiction.

Customer protection information

It is our intention to provide you with a high level of service at all times. If there are occasions when We do not meet your standards, please contact Steven Williams verbally or in writing with details of your concerns. 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 with Us you may be entitled, if eligible, to refer it to the Financial Ombudsman Service.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if We were unable to meet Our obligations depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS Website www.fscs.org.uk, by telephone 020 7892 7300, or write to:
Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

Data Protection

- Both Parties shall process data only in accordance with current data protection legislation, which includes the general data protection regulations (GDPR)
- We agree that for the purposes covered by this agreement both parties act independently as Data Controllers. This includes the processing of the data We hold in common, and data held on our own account.
- Should the facts determine that either party acts as processor to the other, they shall do so only on the written instructions of the other party and in accordance with the requirements of current data protection regulation and the GDPR.

Both Parties to this agreement agree to cooperate in respect of any data breach or request by a data subject to exercise their rights as detailed below:-

- The right to be informed
- The right of access
- The right to rectification
- The right to erasure
- The right to restrict processing
- The right to data portability
- The right to object
- Rights in relation to automated decision making and profiling.

Each party in contact with members shall, where necessary, at the time of the first communication provide them with: -

- Details of the contact details of the person at their firm responsible for the oversight of data protection and how to make a complaint.
- The purposes of the processing and the legal basis for doing so, and details concerning data retention.
- The categories of personal data and the recipients (if any)
- Whether data will be transferred to a third country, and if so the relevant arrangements for its protection
- The rights of members (as detailed above) and how to exercise them

Trustees' Commitments

The Trustees of the Hampshire Police Federation Insurance Trust arrange business as a commercial entity for the members of the Hampshire Police Federation Trust scheme. The Trustees are the sole policyholder of the above-named insurance products arranged through Us. The Trustees of the Hampshire Police Federation Insurance Trust are the beneficial owners of the policies supplied by Us and shall:

- Make available to members the marketing literature produced by Us
- Display leaflets (including proposal forms and policy details) relating to the named products
- If a member makes a technical enquiry about the named products, refer them to Us to provide information and assistance for the insurance
- Be responsible for the instigation, validation and notification of claims to the claims service specified in the policy documents
- Be responsible for making any complaints that an individual scheme member may have relating to the named products to Us and to escalate the complaint if necessary
- Pay premiums to Us on a monthly basis. To comply with insurer terms of business, premiums collected for a particular calendar month shall be paid to Us within 14 days of the end of that month.
- Be entitled at any time to request information regarding any commission which We may have received as a result of placing the scheme insurance business.

- Shall not advise on any insurance product supplied by Us

We have reviewed this Code of Business Agreements (COBA) to ensure compliance with GDPR. We and Our Agents are joint data controllers for the purposes of data protection and this COBA reflects this and will take effect from 25th May 2018.

We will assume agreement with the contents of this COBA unless you contact to indicate otherwise.

Steven Williams

16th April 2018