



Terms of Business

Introduction

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. Please read this document carefully. It sets out the terms and conditions on which we agree to act for you. It also contains details of our responsibilities to you, together with your responsibilities both to us, to insurers and to other third-party providers. If there is anything within this document you do not understand or agree with, please contact us immediately at:

Harry Hall International Limited,
Hope Park Business Centre
4 Coop Place Rooley Lane
Bradford
BD5 8JX
Telephone 01274 711011
Email contact@harryhall.com

Definitions

For the purpose of these Terms of Business, 'we', 'us', 'our' or the 'Company' means Harry Hall International Limited.

Financial Conduct Authority

Harry Hall International Limited is authorised and regulated by the Financial Conduct Authority. Terms, conditions and territorial limits apply, firm reference number is 968047 and you may check this on the Financial Services Register by visiting <https://register.fca.org.uk/s/> or by contacting the FCA on 0800 111 6768.

Ownership

Harry Hall International Limited originally established in 1978 is 100% owned by International Riding Company Limited.

Our service

We source and arrange products and provide information but do not offer advice or make personal recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed. We act as an insurance intermediary, not an insurer. We will usually act on your behalf when arranging your insurances, when helping you make any changes to your policy, when you renew your insurance and in the event of a claim. If there are any circumstances where we act as an agent of the insurer, we will let you know the capacity in which we act before we finalise your insurance arrangements. We select our insurance products from the following insurers Equario Insurance (Guernsey) Limited, & Peliwica Insurance rather than on the basis of a fair and personal analysis of the market.

Insurer Security

We use all reasonable skill and care to protect your interests and monitor the security of the insurers with which we transact business. However, we can give no guarantee to the stability of insurers and accept no liability for any financial losses or increased costs suffered by you arising from their financial insecurity.

Documentation

We will issue all documentation to you in a timely manner. You should always check documentation to ensure all details are accurate and correct. If this is not the case, you should contact us immediately.

Payment Arrangements

We will provide a schedule detailing the premium, fees and any taxes the insurers have to collect.

Were premium finance is requested, we select our premium finance products from one single finance provider Premium Credit Limited, rather than on the basis of a fair and personal analysis of the market.

Your responsibility

You are responsible for providing complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal, but also applies throughout the life of a policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean claims may not be paid. You must check all details on any proposal form or Statement of Fact and pay particular attention to any declaration you may be asked to sign.

Payment of our Services

We are remunerated for our service by commission from the insurer. We do not charge any additional fees (payable by you) for handling your insurance unless we have agreed these with you in advance. Any fees we do charge are set out below:

Administration fees

- o Vet policies £25.50.
- o Tack, Disposal, Colic £10.
- o Trailer policies £25.
- o Horsebox policies £35.
- o Mid-term adjustment fee £10.
- o Cancellation fees £15.

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

Risk transfer

Our financial arrangements with the insurer are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and for the purposes of receiving and holding premium refunds. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

Cancellation of Insurances

You should make any request for the cancellation of a policy by email, in writing or by telephone using the details above. In the event of cancellation, charges for our services will apply in accordance with the 'Payment for our services' section above / our Tariff of Fees (attached/enclosed) The terms in your insurance may include a cancellation clause which allows insurers to retain the premium in full or charge a short-period premium in the event of cancellation before the policy expires. Insurers may also retain the premium in full if any claims are made on a policy. For more details, please refer to your insurer's policy documentation.

Termination of Our Services

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you. Your instructions must be given in writing and will take effect from the date of receipt, unless otherwise agreed. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission and/or fees received for conducting these transactions. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 14 days notice. Valid reasons may include but are not limited to non-payment of premium or fees, failure to provide requested documentation or information, deliberate misrepresentation or non-disclosure or attempted fraud.

Severability

The invalidity, illegality or unenforceability of any of the provisions of these Terms of Business shall not affect the validity, legality or enforceability of the remaining provisions in these Terms of Business.

The Processing of your Personal Data

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In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data, we comply with statutory data processing requirements as set out by the Data Protection Act 2018 and the UK-retained provisions of the EU General Data Protection Regulation (UK GDPR). The personal data we will collect will include information relating to your name, address, date of birth (and contact details (and 'health' or 'criminal offences' [delete if this is not the case])). We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances (and in arranging insurance premium finance where applicable). Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing contact@harryhall.com or via the link <https://harryhall.com/preference-centre> In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties and product and service providers such as insurers and where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our Data Protection Officer by e-mailing dpo@harryhall.com or by writing FAO Data Protection Officer, Harry Hall International Limited, Hope Park Business Centre, 4 Coop Place Rooley Lane Bradford, BD5 8JX or by telephoning 01274 711011. How we process your personal data is detailed further within our Privacy Notice. <https://support.harryhall.com/portal/en/kb/articles/privacy-policy-21-11-2019>

Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the UN and other Sanction Lists as part of the information gathering process.

Complaints

We take any complaint seriously and a summary of our complaints procedure is available on request. <https://harryhall.com/help-contact-us#complaints>

If you wish to register a complaint, please contact:

Mrs L Ripley (Complaints Officer)
Harry Hall International Limited,
Hope Park Business Centre
4 Coop Place Rooley Lane
Bradford
BD5 8JX
Telephone +44 (0) 1274 711011
Email insurance-complaints@harryhall.com

If you are still not satisfied, you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS). Access to the FOS is available for complainants coming within one of the following categories at the time we receive a complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individuals trade, business, craft or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below £6.5m and less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim, without any upper limit for compulsory classes of insurance (such as Third Party Motor or Employers Liability); and
- 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, or where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or www.fscs.org.uk

Please note all products supplied by Equario Insurance (Guernsey) are not eligible for the Financial Services Compensation Scheme in the UK.

Conflict of interests

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.