



## Terms of Business

Applying to General Insurance customers – You should carefully read these Terms that apply to our appointment by you and the services we will provide.

### Company Contact Details

J Sydney Ault Limited T/A Ault Insurance Brokers and Swimsure, Kinder House, Lombard Street, West Bromwich, B70 8SD  
Telephone: 0121 553 4791 Email: [enquiries@ault.co.uk](mailto:enquiries@ault.co.uk)

J Sydney Ault Limited is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 311469. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by telephoning the FCA on 0800 111 6768

#### ABOUT THE FIRM

J Sydney Ault Ltd is an Independent Insurance Intermediary.

#### OUR SERVICE

We are an insurance intermediary who offer a wide range of insurance products and have access to leading insurers in the marketplace. The advice given by the firm is on a personal recommendation based on a fair and personal analysis of the market, however for some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service. In circumstances which the firm does not give a personal recommendation on the basis of a fair and personal analysis, we will provide you with the name of the insurers which the firm may and does conduct business with. We will give you details of these arrangements before you make any commitment on any product, we offer you. We will explain the main features of the products cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis. We will also make clear in our documentation prior to conclusion of the contract areas where we are acting as agent for the customer, the insurer or both.

#### LIMITATIONS AND EXCLUSIONS OF OUR LIABILITY

The following provisions set out our entire financial liability to you.

You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise (including our liability for the acts or omissions of our senior management, employees and any appointed representatives shall be limited in all circumstances to £10 million per claim. Any claim or series of claims arising from one act, error, omission, incident or original cause shall be considered to be one claim. We shall not be liable to you for any loss of profit or loss of business whether directly or indirectly occurring and which arises out of or in connection with the provision of our services. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and or varying the exclusions set out above.

#### IMPORTANT INFORMATION (CONSUMER CUSTOMERS ONLY)

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to **take reasonable care** not to make a misrepresentation to an insurer. Under the act a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession. A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless or careless.

**If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations please contact us immediately.**

#### THE DUTY OF FAIR PRESENTATION (NON CONSUMER CUSTOMERS ONLY)

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business.

You must disclose every material circumstance which you know or ought to know, or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith.

If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases, this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium.

**If in doubt about any point in relation to material circumstances and reasonable search please contact us immediately.**

#### 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 Office of Financial Sanctions Implementation (OFSI) HM Treasury consolidated list of financial sanctions targets in the UK as part of the information gathering process. We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

#### CONSUMER CREDIT LICENCE

We are authorised and regulated by the Financial Conduct Authority in respect of the Consumer Credit activities of Credit Broking and Debt Administration.

## **SOLVENCY OF INSURERS**

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

## **TERMS OF PAYMENT**

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically.

If you choose to pay for your insurance premium using a finance provider your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and subsequently a document outlining key features of their credit agreement with you including any fees they apply and the cost of default charges, it is important that you take time to read this document and must contact us if you do not receive this. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. Where your policy is paid via the finance provider and you choose to renew your cover, we will again continue to pass your details to them. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement, we will be informed of such events by the finance provider. In certain circumstances we may be contractually obliged by the finance provider to notify your insurer to cancel the policy. Where we are not contractually obliged to do so by the finance provider, if you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being informed of non payment under the credit agreement, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use this refund to offset the amount levied by the finance provider on the firm. If this amount is not sufficient to cover all our costs, we reserve the right to pursue any additional debt owed to the firm through a due legal process.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need. Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful. Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. To use the finance providers facility, you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status.

## **HOW WE HOLD YOUR MONEY**

Any payment we receive from you will be held by J Sydney Ault Limited in a Non-Statutory Client Trust Bank Account held with Barclays and all client money is handled by us. Client money which is money that we receive and hold on behalf of our clients during the course of our dealings such as premium payments, premium refunds and claim payments. This money will be held by us either as agent of the insurer or agent of the client, determined by the agreement we have in place with each insurer. Where money is held as agent of the insurer, this means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer.

Our standard accounting practice is to take our commission upon receipt of your cleared funds prior to payment of the premium to the insurer. The FCA requires all client monies, including yours, to be held in a trust account, the purpose of which is to protect you in the event of our financial failure, since in all circumstances, our creditors would not be able to make claims on client money as it will not form part of our assets.

By operating a Non-Statutory Trust J Sydney Ault Limited is permitted to, and may use such monies to cross fund clients premiums and claims. Please make all cheques payable to "Ault Insurance Brokers". By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding. We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction. No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of J Sydney Ault Limited.

## **QUOTATIONS**

Unless otherwise agree, any quotation given will normally remain valid for a period of 30 days from the date it is provided to you. We reserve the right to withdraw or amend a quotation in certain circumstances, for example, where the insurer has altered their premium/terms for the insurance since the quotation was given, where there has been a change in the original risk information/material circumstances disclosed or if a claim/incident has occurred since the terms were offered

## **RENEWALS**

You will be provided with renewal terms in good time before expiry of the policy, or notified that renewal is not being invited. Unless you advise otherwise, renewals are invited on the basis that there have been no changes in the risk or cover required, other than those specifically notified to us or your insurers (see important information and duty of fair presentation sections). It is very important that you check the information provided at renewal to confirm it remains accurate and complete. If any of the information is incorrect or if your circumstances have changed, you should contact us immediately to we can update your details.

## **MID TERM TRANSFERRED BUSINESS**

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

### NOTIFICATION OF INCIDENTS/CLAIMS

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

### CANCELLATION

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Refunds section. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

### CHARGES/FEEES

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide you. These fees are non-refundable. When we arrange low or non-commission paying products, we will charge an arrangement fee, and will advise you of the actual amount at the time of the quotation or renewal. These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product.

### REMUNERATION

In good time before the conclusion of the initial contract of insurance and if necessary, on its amendment or a renewal the firm will advise you

(a) On the **nature**/type of remuneration the firm received in relation to the contract of insurance

(b) In relation to the contract of insurance the **basis**/source of the remuneration

(c) The basis of a combination of any type of remuneration set out below:

1. A fee that is remuneration paid directly by you to the firm or;
2. A commission of any kind that is a remuneration included in the premium or;
3. Any other type of remuneration including an economic benefit of any kind offered or given in connection with the contract.

You are entitled, at any time, to request further information regarding the amount of any commission which we may have received as a result of placing or renewing your insurance cover. We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer. We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers, claims management services and others. Please ask us should you require further information. Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a single Finance Provider, and we may receive a commission for introducing you to them. The firm will advise the customer of any commission payable by the lender in relation to a credit agreement where knowledge of the existence or amount of commission could affect the impartiality of the firm in recommending a particular product or have a material impact on the customers transactional decision.

### REFUNDS

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit. **Your attention is specifically drawn to the following:** -Where you cancel your policy **after** the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, **we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled.** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned. For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £10.

### COMPLAINTS

It is our intention to provide you with the highest possible level of customer service at all times. However, we recognise that things can go wrong occasionally and if this occurs, we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so:

- In writing to the Complaints Manager Mark Wedgbury
- By telephone on 0121 569 8753
- By e-mail at [mark.wedgbury@ault.co.uk](mailto:mark.wedgbury@ault.co.uk)
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Further details will be supplied at the time of responding to your complaint.

### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme depending on the type of business and circumstances of the claim if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk)

### CONFIDENTIALITY AND DATA PROTECTION

We are a data controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history). Details of our legal basis for processing your information, along with details of any third party recipient whom it may be necessary to share your personal data with in order to fulfil the contract, retention period for data held, security of your data, your rights under the General Data Protection Regulations (GDPR) including the right to complain can be found in our full 'Privacy Notice' attached to these terms of business and on our website at [www.ault.co.uk](http://www.ault.co.uk)

#### *COMMUNICATIONS/DOCUMENTATION*

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately. If documents are issued by electronic means or via an internet portal, paper documents are available free of charge on request.

#### *TERMINATION OF OUR AUTHORITY TO ACT ON YOUR BEHALF*

You or we may terminate our authority to act on your behalf by providing at least 14 days' notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to these terms of business unless we agree otherwise in writing. You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of written termination.

#### *THIRD PARTY RIGHTS*

Unless otherwise agreed between us in writing, no term of this Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999.

#### *GENERAL*

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms 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 exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.

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**Privacy Policy**

Ault Insurance takes your privacy seriously. Ault Insurance strives to protect the privacy and confidentiality of the Personal Data that the company collects and processes in connection with the services it provides to clients and individual's use of our websites. This Privacy Policy explains how we collect information and what we do with it.

Our services consist primarily of general insurance broking and risk management advice.

In this policy "Ault Insurance" and "we" and "our" means J Sydney Ault Limited T/A Ault Insurance Brokers, Swimsure and Katasure, a private limited company registered at Kinder House, Lombard Street, West Bromwich B70 8SD (registered company number 00119388)

**Identity of Controller and Contact Details**

J Sydney Ault Limited of Kinder House, Lombard Street, West Bromwich, B70 8SD is the controller in respect of Personal Data it receives in connection with the services provided under the relevant engagement between J Sydney Ault Limited and its client.

**What data do we collect**

When you submit an enquiry or proposal to Ault Insurance we may ask you to submit information such as your name, e mail address, postal address and telephone number. You are under no obligation to provide such information. However, if you choose to withhold requested information, we may not be able to respond to you or provide certain services.

**Personal information that we process**

**Types of Personal Data**

**Details**

Individual details	Name, address, other contact details, (e.g. email and telephone numbers), gender, marital status, date of birth, nationality, employer, job title and employment history, and family details including relationship to you.
Identification Details	Identification numbers issued by government bodies or agencies including national insurance number, passport number, tax identification number and driving licence
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 quotation. 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 the policies that 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 or other special categories of personal data

**Sources of Personal Data**

We collect and receive Personal Data from various sources including,

- Individuals and their family members, face to face, online or by telephone, or in written correspondence
- Individual's employers or trade or professional associations of which they are a member
- In the event of a claim we may process information from third parties including the other party to a claim (claimant/defendant), witnesses, experts (including medical experts), loss adjusters, lawyers and claims handlers.
- Other insurance participants, such as insurers, reinsurers and other intermediaries
- Anti fraud databases and other third party databases including sanctions lists
- Government agencies, such as vehicle registration authorities, tax authorities
- Claim forms
- Open electoral registers or other publicly available information
- Business information and research tools
- Third parties who introduce business to us
- Forms on our website (Please see our Cookie Policy)

**How we use and disclose your personal data**

In this section we set out the purposes for which we use Personal Data, and identify the "legal grounds" on which we rely to process the information. These "legal grounds" are set out in the General Data Protection Regulation (the GDPR), which allows companies to process Personal Data only when the processing is permitted by the specific "legal grounds" set out in GDPR. These are detailed below

**For processing personal data and special categories of personal data**

**Legal ground**

**Details**

**Performance of our contract with you**

Processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract.

**Compliance with a legal obligation**

Processing is necessary for compliance with a legal obligation to which we are subject.

**For our legitimate business interests**

Processing is necessary for the purposes of the legitimate interests pursued by us or by a third party, except where such interests are overridden by your interests or fundamental rights and freedoms which require protection of personal data, in particular where you are a child. These legitimate interests are set out next to each purpose.

**For processing special categories of personal data**

**You explicit consent**

You have given your explicit consent to the processing of those personal data for one or more specified purposes. You are free to withdraw your consent, by contacting our Data Protection Officer. However withdrawal of this consent may impact our ability to provide the services. For more detail see the Consent section.

**For legal claims**

Processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity.

**Substantial public interest**

Processing is necessary for reasons of substantial public interest, on the basis of EU or UK law.

**Consent**

In order to facilitate the provision of insurance cover and administer insurance claims, unless another legal ground applies, we rely on the data subject's consent to process special categories of Personal Data and criminal records data, such as medical and criminal convictions records. This consent allows us to share the information with other insurers, intermediaries and reinsurers that need to process the information in order to undertake their role in the insurance market (which in turn allows for the pooling and pricing of risk in a sustainable manner). The affected individual's consent to this processing of special categories of Personal Data and criminal records data may be necessary for Ault Insurance to be able to provide the services the client requests.

Where you are providing us with information about a person other than yourself, you agree to notify them of our use of their Personal Data and to obtain such consent for us.

Individuals may withdraw their consent to such processing at any time by contacting the Data Protection Officer using the contact details in the Questions Requests or Complaints section below. However, doing so may prevent Ault Insurance from continuing to provide the services to the relevant client. In addition, if an individual withdraws consent to an insurer's or reinsurer's processing of their special categories of Personal Data and criminal records data, it may not be possible for the insurance cover to continue.

**Safeguards**

We have in place physical, electronic, and procedural safeguards appropriate to the sensitivity of the information we maintain. These safeguards will vary depending on the sensitivity, format, location, amount, distribution and storage of the Personal Data, and include measures designed to keep Personal Data protected from unauthorised access. If appropriate, the safeguards include encryption, firewalls, access controls, separation of duties, and similar security protocols. We restrict access to Personal Data to personnel and third parties that require access to such information for legitimate, relevant business purposes.

Our retention periods for Personal Data are based on our business needs and legal requirements. We retain Personal Data for as long as is necessary for the processing purpose(s) for which the information was collected, and any other permissible, related purpose including statutory purpose. For example, we retain certain transaction details and correspondence until the time limit for claims arising from the transaction has expired, or to comply with regulatory requirements regarding the retention of such data. When Personal Data is no longer required we will destroy the data securely.

**Accuracy, accountability, openness and your rights**

We strive to maintain Personal Data that is accurate, complete and current. Individuals should contact us at [enquiries@ault.co.uk](mailto:enquiries@ault.co.uk) to update their information.

Questions regarding J Sydney Ault Limited privacy practices should be directed to the Data Protection Officer using the contact details at the Questions, Requests and Complaints section below.

Your rights as a data subject:

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- Right of access – you have the right to request a copy of the information that we hold about you
- Right of rectification – you have a right to correct data that we hold about you which is inaccurate or incomplete
- Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records
- Right to restriction of processing – where certain conditions apply you have the right to restrict the processing
- Right of portability – you have the right to have the data we hold about you transferred to another organisation
- Right to object – you have the right to object to certain types of processing such as direct marketing
- Right to object to automated processing including profiling – you also have the right to be subject to the legal effects of automated processing or profiling
- Right to judicial review: In the event that J Sydney Ault Limited refuses your request under rights of access, we will provide you with a written reason as to why

These rights are subject to certain exemptions to safeguard the public interest (eg. The prevention or detection of crime) and our interests ( eg. The maintenance of legal privilege). We will respond to most requests within 30 days.

If we are unable to resolve an enquiry or a complaint, individuals have the right to contact the UK data protection regulator, the Information Commissioner's Office.

**Questions Requests or Complaints**

To submit questions or requests regarding this Privacy Notice of J Sydney Ault Limited privacy practices, please write to the Data Protection Officer at the following address:

The Data Protection Officer

J Sydney Ault Limited, Kinder House, Lombard Street, West Bromwich B70 8SD

Phone: 0121 553 4791

Email: [yourdatamatters@ault.co.uk](mailto:yourdatamatters@ault.co.uk)

**Links to Third Party Websites**

Our websites may contain links to other third party websites. If you follow a link to any of those third party websites, please note that they have their own privacy policies and we do not accept any responsibility or liability for their processing of your personal information. Please check these policies before you submit any personal information to such third party websites.

**Changes to this Privacy Notice**

This Privacy Notice is subject to change at any time. It was last changed on 9<sup>th</sup> April 2018. If we make changes to this Privacy Notice we will update the date it was last changed. We will publish the revised Privacy Notice on our website.