

Terms of business

The following details the terms of business for advisers using the MorganAsh Discount Gift Service.

To whom are these available?

This service is only available to financial advisers who are registered with Transact and authorised by the Financial Conduct Authority (FCA) to undertake insurance or pensions business within the United Kingdom. This service is not available for consumers. If you are unsure if this service is available to you then please contact MorganAsh directly, as detailed below.

This service is only available for advisers using a Transact Discounted Gift Trust.

Definitions

MorganAsh: MorganAsh Limited (company number 04955931) registered office is at 7 Whitworth Court, Manor Farm Road, Manor Park, Runcorn, Cheshire WA7 1WA, UK.

You: a registered financial adviser or company who undertakes financial advice for consumers within the UK and is so registered to do so with the Financial Conduct Authority (FCA).

Consumer: a member of the public who You are advising.

Transact: a provider of platform systems and services operated by Integrated Financial Arrangements Ltd.

Objective

You wish MorganAsh to undertake a service, to collect medical and risk information from Consumers and provide an underwriting decision to support the creation of a Transact Discounted Gift Trust.

Services

MorganAsh will undertake the services depending on the choices selected, which may include:

1. Undertaking an interview with Consumers over the telephone to gather medical and risk-related information.
2. Collecting medical records from the Consumer's general practitioner
3. Underwriting the medical information for consumers
4. Providing a certificate of the underwriting decision
5. Storing the medical information.

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Payment for services

The fees for this service are paid for by Transact. On the condition that

1. You are a registered and paid up user of the Transact service
2. You submit a genuine application for a Transact Discounted Gift Trust in good faith

If You submit a case that does not comply with the above, then You are agreeing to pay Transact the full payment for the service.

If You continue to submit cases that do not comply with these terms and conditions then MorganAsh and Transact may suspend or terminate Your access to the service without notice and without penalty and You agree to make full payment for any such cases immediately.

Systems and security

The MorganAsh website and systems are provided for the submission and receipt of information by its clients. This will generally be available during business hours and evenings. MorganAsh does not accept any liability for the unavailability of the systems or the service.

Any software is downloaded at Your own risk. MorganAsh does not guarantee the suitability of any such software that is so downloaded.

Information on the site is provided for Your benefit and MorganAsh will endeavour to keep this up-to-date and accurate at all times. However, MorganAsh does not accept any responsibility and will not be liable for any inaccuracy or any incompleteness of any information so provided.

Access to the website and systems are controlled by usernames and passwords. You will ensure that You protect and secure this information.

You will notify us when leaving Your employment or terminating these services.

You will ensure that the software and systems You use have adequate security features. If there is a security issue with the systems You use to access the MorganAsh website, then You will inform MorganAsh as soon as possible.

Rights to cancel

You may cancel an instruction at any time. If the cancellation occurs before any service is undertaken, then a charge will not be incurred. If the cancellation occurs after the service has been completed or partially completed, then You may be liable for the full or proportionate fee for the service provided.

Confidentiality and data protection

All Your details and Consumers' details are kept confidential by MorganAsh.

All information will be held and maintained by MorganAsh in accordance with the requirements of the Data Protection Act 2018 and the General Data Protection Regulation (GDPR): Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

No data will be sent outside the EU. You will be informed of any data protection breach, or subject access request, in line with the legislation.

MorganAsh will comply with the disclosure of any information if required by law, the FCA or any other similar regulatory body.

MorganAsh will maintain sufficient data protection and IT security processes and procedures to make the holding of all data secure in accordance with industry best practice.

By using this service, You give MorganAsh permission to store Your personal data and company data for the purpose of complying with these terms of business, and for communicating similar services. **You confirm you have your clients' permission to pass their personal data to MorganAsh for the** purpose of this service.

MorganAsh will provide high level information on the case and clients involved (but not the medical data) to Transact for the purposes of providing a Discounted Gift Trust, monitoring service and payment.

Ownership of data

You are the data controller of all the data You submit to MorganAsh. For the avoidance of any doubt MorganAsh is also an independent data controller of data it receives and uses for the provision of the services.

MorganAsh may use any data anonymously for analysis purposes and may share this analysis and data with third parties.

Representations and warranties

You warrant that You are acting on behalf of the Consumer and acting in accordance with the FCA regulations and good industry practice.

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You hereby authorise MorganAsh to undertake administrative duties, including the collection of medical information, on Your behalf from the Consumer.

MorganAsh warrants that it shall undertake its services in accordance with the following:

1. good industry practices
2. all applicable legislation
3. as further described on MorganAsh marketing material and
4. as defined within these terms of business.

Liability

You must encourage Your Consumers to give full and honest information and act honestly and reasonably.

MorganAsh is liable for any errors or omissions in its interviewing of Consumers and consequent collecting of information from that process and/or any errors or omissions in submitting this information to You. MorganAsh is not liable for omissions or errors in information provided by the Consumer.

MorganAsh has no regulatory or legal responsibility for the advice given as a result of this service.

MorganAsh has, and will continue to carry, professional indemnity insurance up to £5m with respect to any single claim.

Neither party will be liable to the other party for any delay or non-performance of its obligations by reason of an event outside either party's control.

Registration and termination of terms of business

You must register with MorganAsh, and it is Your responsibility to keep this information up to date. MorganAsh will not be held responsible for any errors in this information.

MorganAsh reserves the right to check Your registration to use its service, to ensure You meet the requirements of its service.

Once You submit a case to MorganAsh then You are deemed to have agreed to these terms of business, unless specifically agreed otherwise in writing by MorganAsh.

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Termination

These terms of business will remain in force until such time as they are terminated by either party, or until MorganAsh amends such terms of business.

Should You wish to terminate Your use of the service, You should no longer submit any applications, MorganAsh reserves the right to seek payment for all outstanding and completed cases.

MorganAsh may terminate Your service by giving You three months' written notice. In such circumstances MorganAsh will complete all services already submitted prior to the date of such notice.

Third Party Rights

Subject to the clause below this agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

Transact may enforce this agreement, including but not limited to terms relating to payment and services, as if they were a party to it.

Change in terms and conditions

In the event of MorganAsh requiring changing these terms and conditions, You will be given at least three months' notice in writing.

FCA

MorganAsh is authorised and regulated by the FCA number 451227.

Contact

For any enquiries please contact the MorganAsh team.

underwriters@morganash.com or call 0330 159 8179

7 Whitworth Court,
Manor Farm Road,
Manor Park,
Runcorn,
Cheshire
WA7 1WA
UK