

Terms of business

The following details the terms of business for financial professionals using the MorganAsh Resilience System (MARS).

To whom are these available?

This service is available to financial advisers and companies in the financial sector. Ideally, your company is authorised by the Financial Conduct Authority (FCA) to undertake insurance or investment business within the United Kingdom. If you are unsure if this service is available to you then please contact MorganAsh directly, as detailed below.

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: an employee of a company who undertakes financial advice for consumers within the UK and is registered with the Financial Conduct Authority (FCA).

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

Providers: Providers of investment, insurance or financial products.

Objective

You wish MorganAsh to undertake a service, to collect information on a consumer to assist to understand their vulnerability, in accordance with FCA guidance.

Services

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

1. Collecting medical, lifestyle and financial information from the Consumer.
2. Providing a process to collect information from consumers and to manage this process for multiple consumers.
3. Providing a matrix for companies to manage the appropriate treatments for individual vulnerabilities.
4. Providing an assessment of the consumers vulnerability, to assist in determining how you may serve the Consumer.
5. Storing and transmitting the information in accordance with GDPR and best practice cyber security procedures.
6. Additional features may be added from time to time.

Payment for services

The fees for this service are published on the web site and vary depending on the functionality used.

Terms of business

You may use the service for FREE for one month.

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.

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.

Terms of business

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 Consumer's permission to pass their personal data to MorganAsh for the purpose of this service.

Ownership of data

You are a data controller of all the data You submit to MorganAsh. The consumer is the data owner of all data they 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 will defer to the wishes of the Consumer with regard to the use of all data concerning them.

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, GDPR and good industry practice.

You hereby authorise MorganAsh to undertake administrative duties, including the collection of 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 should encourage Your Consumers to give full and honest information and act honestly and reasonably.

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.

Terms of business

Registration and term

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.

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.

These Terms of business are deemed to apply once You input any information, and still apply during any initial free period.

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.

Termination

MorganAsh reserves the right to remove You as a user, and terminate this agreement if in MorganAsh sole discretion

- the service is being abused, or
- the quality of data submitted is consistently poor, or
- your usage it is not in the best interest of the consumer, or
- You fail to pay for any part of the service or system, or
- You are no longer authorised by the FCA, or fail to meet FCA eligibility criteria.

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

Should You terminate this agreements MorganAsh reserves the right to continue to use the data on consumers you submitted, if this is in the best interest for the consumer, or another party who has access to the data.

Change in terms and conditions

These Terms and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England.

In the event of MorganAsh requiring changing these terms and conditions, You will be notified on this site.

Intellectual property rights

All Intellectual Property Rights of the Consumer data will remain vested with the Client.

All Intellectual Property Rights in the MARS system and associated services, the Information and the output will remain vested in MorganAsh.

Terms of business

You grant MorganAsh a perpetual, royalty free, nonexclusive, non-transferable licence to use (and copy) the Consumer data in order to perform these Terms and for other agreed purposes and in order for MorganAsh to comply with any legal or regulatory requests made to MorganAsh.

FCA

MorganAsh is authorised and regulated by the FCA number 451227.

Contact

For any enquiries please contact the MorganAsh team.

underwriteradmin@morganash.com or call 0330 159 8179

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