



The Bletchley Group Limited Terms of Business

Version: 1
January 2020

TERMS OF BUSINESS

Please read this document (the “**Terms of Business**”) carefully. These Terms of Business and any documents referred to in these Terms of Business (which are incorporated by reference) set out the terms on which we agree to act for you (“**you, your**”) and contain details of our regulatory and legal responsibilities. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us immediately. By doing business with us and continuing to instruct us, you agree to do so on these Terms of Business, unless we both agree otherwise in writing. These Terms of Business shall remain in force until terminated by either party in accordance with clause 23 below.

PART A – SCOPE, APPLICATION & STATUS

1. SCOPE AND APPLICATION

- 1.1. In these Terms of Business:
 - 1.1.1. “**we**”, “**us**”, “**our**” means The Bletchley Group Limited (“**TBGL**”);
 - 1.1.2. “**insurers**” means insurers, underwriters, managing agents or reinsurers with whom we may arrange insurance on your behalf;
 - 1.1.3. “**insurance**”, “**insured**” includes reinsurance and reinsured respectively; and
 - 1.1.4. “**policy**” means insurance or reinsurance policy as applicable.
- 1.2. It is important that you read these Terms of Business carefully as they contain details of our statutory and regulatory responsibilities and your contractual obligations, on which we intend to rely.
- 1.3. If there is anything you do not understand in these Terms of Business you should inform us otherwise we shall be entitled to and will assume you are providing your informed consent to these Terms of Business.
- 1.4. We draw your attention to the following sections of these Terms of Business:
 - 1.4.1. Clause 2 - About Us;
 - 1.4.2. Clause 5 - How We Are Paid For Our Services;
 - 1.4.3. Clauses 9 -12, Which Set Out How We Handle Your Money;
 - 1.4.4. Clause 14 - Limitation Of Our Liability;
 - 1.4.5. Clause 25 - Conflicts Of Interest; and
 - 1.4.6. Clause 26 – Complaints.
- 1.5. Where you operate your business through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of these Terms of Business has obtained authorisation or is permitted to consent to these terms on your behalf

- 1.6. If you are a company or other body corporate, unless otherwise expressly agreed in writing between us, you agree to and accept these Terms of Business on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by these Terms of Business. All references in these Terms of Business to “you” and “your” mean you and each of your group companies.
- 1.7. If you have instructed another insurance broker to deal with us on your behalf, we will assume, unless you inform us to the contrary in writing, that the broker has full authority to agree to these Terms of Business and to deal with us on your behalf as your agent in relation to all matters covered by these Terms of Business.
- 1.8. These Terms of Business replace any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with these Terms of Business. In the event of a conflict, the terms of your service level agreement will take precedence over these Terms of Business.
- 1.9. We may change these Terms of Business from time to time. This may be:
- 1.9.1. to reflect changes in our services or in market practice;
 - 1.9.2. to reflect legal or regulatory developments, or
 - 1.9.3. to improve the clarity of the Terms of Business.
- We will tell you if we have materially changed these Terms of Business for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.
- 1.10. We may also change these Terms of Business for other reasons, but if we do, we will notify you in advance and you will have the right to terminate these Terms of Business within 30 days of such notification.
- 1.11. You will be able to find the latest version of these Terms of Business at www.thebletchleygroup.com

2. ABOUT US

- 2.1. The Bletchley Group Limited is a company incorporated and registered under the laws of England and Wales with registered address:
- 97 Park Lane
London
United Kingdom
W1K 7TG
- 2.2. More information about our business can be found at www.thebletchleygroup.com
- 2.3. The Financial Conduct Authority (FCA) is the independent regulator of financial services. We are an insurance intermediary authorised and regulated by the FCA. Our permitted activities as an insurance intermediary include advising on, arranging and assisting in the

administration and performance of general insurance contracts and credit broking. These activities constitute our main business. Our FCA Firm Reference Number is 923784. These details and any trading names that we use can be verified by visiting the Financial Services Register at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

For the avoidance of doubt, these Terms of Business shall continue to apply if any of our company name, FCA Firm Reference Number or Company Registration Number change, however you will be notified if any of these details change.

PART B – OUR SERVICES & OBLIGATIONS

3. OUR SERVICES

- 3.1. We will provide insurance broking services (the “**Services**”). Our Services will include advising you on your insurance needs, arranging and renewing insurance policies with insurers to meet those needs, arranging any required amendments to your policies, assisting you in presenting claims under the insurance policies we have arranged for you and any other insurance related services.
- 3.2. Unless we inform you otherwise, in accordance with clause 3.3 below, as an independent insurance broker we usually act as your agent and we are subject to the law of agency, which imposes various duties on us.
- 3.3. In certain circumstances we may act for and owe duties of care to other parties, in which case we will advise you of this so you are aware of any possible conflict of interest. Please refer to clause 25 in Part D of these Terms of Business for more information on how we will manage potential conflicts of interest.
- 3.4. In providing the Services, we will make a personal recommendation for you after we have assessed your needs, including assessing the type of cover you seek together with the costs.
- 3.5. Where we are not able to give you a personal recommendation, we may ask you some questions to narrow down the selection of products that we will provide details on and you will then need to make your own choice on how to proceed.
- 3.6. Where we do not offer a personal recommendation we will make you aware of this.
- 3.7. We will advise you if we are unable to arrange any insurance that you require.
- 3.8. Where you instruct us to do so, we will arrange premium finance to fund the payment of the premium(s) in respect of any policies we arrange on your behalf.
- 3.9. If there are any changes to your circumstances that may affect the risk of loss in relation to your policy, amendments to your policy after inception can normally be arranged (these are known as “**mid-term adjustments**”). To request an amendment, you must provide full details of the change to us if we continue to be appointed as your insurance broker and we will provide details of the change to your insurer. Your insurer will provide you with a quotation in relation to the change and adjustments to your policy will not be made until payment of any premium required by the insurer has been made.
- 3.10. Quotations for mid-term adjustments will be based on the difference between the premium for your original policy and the amendment premium and then calculated on a pro rata basis to the normal expiry of the policy, unless otherwise determined by the Insurer.
- 3.11. We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

4. HOW WE MAKE OUR SELECTION

- 4.1. We will carry out a fair and personal analysis of the market to identify a suitable product, comparing products from a number of insurance providers and selecting the product we consider is the most suitable for you based upon the relevant features of the product, including breadth of cover, price and quality of service.
- 4.2. We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.
- 4.3. Unless notified to you, we are not under a contractual obligation to conduct business exclusively with one or more insurance undertakings although on some occasions we may offer cover from only one market.
- 4.4. To assess the insurance product that most suits your needs, we may use another intermediary to help place your business and we will inform you when this is the case.

5. HOW WE ARE PAID FOR OUR SERVICES

- 5.1. Payment for our Services may be by way of:
 - 5.1.1. a fee that we have agreed in advance with you; or
 - 5.1.2. brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business.
- 5.2. Payment for our services may be a combination of 5.1.1 and 5.1.2. The taxation element of any insurance premium is not subject to commission.
- 5.3. We will receive remuneration in connection with each policy we arrange on your behalf, which may include a commission payment from your insurer. The commission we receive is calculated as a percentage of the total annual premium (excluding insurance premium tax) that you pay for the policy.
- 5.4. We may also receive remuneration in connection with your premium finance arrangements if you wish to pay by instalments.
- 5.5. We may also receive commission if we introduce you to our partners in relation to the provision of risk management services.
- 5.6. An explanation of our remuneration arrangements specific to you and each of your policies will be disclosed to you and stated in your quotation, new business and renewal documentation.
- 5.7. We will charge fees on the basis set out in the new business and/or renewal report(s) "that we will provide to you as part of the Services but before we arrange any insurance on your behalf. The fees will be dependent upon the total overall premium level due in respect of the policies we arrange on your behalf.

- 5.8. All fees we charge are non-refundable.
- 5.9. We do not charge fees on policies that in our sole opinion are ancillary to the main policies arranged by us.
- 5.10. Occasionally, and due to the nature and complexity of the work we undertake on certain types of insurance, we may need to charge you a fee outside of those listed in the “reports referred to in clause 5.7. Where we propose to do this, we will disclose both the amount and the reason why clearly, before you become liable to pay it.
- 5.11. Other companies/third parties may be involved in placing your insurance and where such companies are involved they may also charge a fee for their services. Any such fees will be disclosed to you by the relevant company/third party before they are incurred.
- 5.12. Our commission and our fees are earned for the policy period and we will be entitled to retain all commission and all fees in respect of the full policy period in relation to policies placed by us, even if a policy is terminated for any reason and even if you choose to appoint another broker or other insurance intermediary in our place during the currency of your policy.
- 5.13. You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business. Please either speak to your usual TBGL representative or contact us using the details in clause 2.1 above for more information.
- 5.14. We may at our sole discretion deduct any sum that you owe to us from any amounts which we may receive on your behalf including but not limited to claims monies or premium refunds.

6. FEES IN LIEU OF COMMISSION

- 6.1. If you are a commercial client we may, with your agreement, decide that rather than receive a commission from your insurer(s) we will charge you a fee (a “**FIL**”) for our Services.
- 6.2. Where this happens, we will provide you with an FIL Agreement that clearly notes which insurance policies are within scope of that agreement. The FIL Agreement will also explain clearly the Services we will provide to you in return for the FIL payable under the terms of that FIL Agreement. The scope of Services in the FIL Agreement will (where duplicated) take precedence over the description of Services provided elsewhere in these Terms of Business.
- 6.3. Where applicable, we will make insurers aware that the policies we are arranging with them on your behalf are covered by the FIL Agreement so as to avoid inadvertently receiving commissions. However, if we receive any commission payment from an insurer that relates directly to the policies within the scope of the FIL Agreement we will either pass them on to you (if you have already paid us your FIL for the period) or use them to pay any unpaid FIL. If you decide to cancel your insurance before expiry of any of the policies covered by the FIL agreement, or if the insurer terminates cover, or you transfer your insurance to another intermediary or insurer mid-term, then you will not receive a refund of any part of a FIL.
- 6.4. We will not usually agree a FIL for Consumers.

7. REDUCTION & RETURN OF PREMIUM

- 7.1. If your premium is reduced during the term of insurance (for example, following a reduction in cover or the cancellation of a policy) then we will deal with that refund in one of the following ways:
- 7.1.1. we will refund you the premium, but reserve the right, at our sole discretion, to refund you the premium net of any commission that the insurer would otherwise ask us to pay back to them; or
 - 7.1.2. where you are a Consumer and you have exercised your cancellation right within the Cancellation Period (see clause 24 in Part D of these Terms of Business), we will pass on the entirety of any insurer refund to you.. You can still cancel your insurance after the expiry of the Cancellation Period, but if you do, refunds will be determined in accordance with the other provisions of this clause.

8. RENEWAL OF YOUR POLICY

- 8.1. We will endeavour to provide you renewal terms within a reasonable period or notify you that renewal is not being invited.
- 8.2. Attached to the renewal terms will be a statement of any changes to the terms of your policy, and changes to any information required under EU directives, it will also contain a statement of price and information about cancellation. If we do not receive your instructions prior to the renewal date, we reserve the right to renew your policy and if you pay by instalments to continue to accept payment unless you notify us that you wish to cancel your policy, however we are not obliged to renew on your behalf.
- 8.3. Where we do not receive your instructions, your cover will be cancelled.

9. CLIENT MONEY (GENERAL)

- 9.1. In our role as an intermediary between you and your insurers we may hold money:
- 9.1.1. paid by you to be passed on to insurers (such as premium);
 - 9.1.2. paid to us by your insurers, to be passed on to you (such as claims payments or returned premium); and
 - 9.1.3. paid by you to us for our services, but which we have not yet reconciled.
- 9.2. We are governed by strict rules relating to client money (which is money we hold as your agent), set down by the FCA. These rules are intended to protect you in the event of our financial failure.
- 9.3. Where we hold monies in a client bank account we may earn interest on monies held, which will be retained by us.

10. CLIENT MONEY (STATUTORY TRUST)

- 10.1. We keep client money separate from our own money. We maintain a separate client money bank account with an approved bank (as defined under FCA rules). Any interest earned on client money held by us will be retained for our own use.
- 10.2. The client money in our client account is subject to a statutory trust. This means that we are not entitled to and may not use client money held on behalf of one client to pay another client's premium before the premium is received from that other client, and not to pay claims and premium refunds to another client before we receive payment from the insurer.
- 10.3. If we become insolvent, the money we hold on statutory trust will be allocated in the following order of priority:
 - 10.3.1. firstly, to our clients according to their respective interests in it;
 - 10.3.2. secondly, to insurers that we have agreed to hold the money on a risk transfer basis with; and
 - 10.3.3. finally, any remaining funds shall be retained by us.
- 10.4. We are not entitled to use client money to pay commissions owed to us by a client before we receive the relevant premium from that client. We will take commission earned from insurers in connection with your insurances, from our client account, only after we have received your premium (or received it from a third party finance provider on your behalf). This may occur before the premium is paid to the insurers based on the Terms of Business we have agreed with those companies.
- 10.5. We may act as agents for insurers for the collection of premiums and payment of claims and refunds of premiums. This means that premiums are treated as being received by the insurer when received in our bank account and that any claims money or premium refund is treated as received by you only when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.
- 10.6. We will not be liable to you for any loss resulting from the failure of any bank holding client money to meet its obligations as a result of insolvency or similar default.
- 10.7. If you do not advise us that you object to your money being held in this way, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in our client money in accordance with this clause 10.

11. RISK TRANSFER

- 11.1. We may handle money on a risk transfer basis, which means we act as agent of the insurer in collecting premiums and handling refunds due to you. The monies are deemed to be held by the insurer with which your insurance is arranged.
- 11.2. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from an insurer who becomes insolvent or delays settlement.

- 11.3. If we become insolvent and are handling money on a risk transfer basis, any premiums we hold for the insurer are deemed to have been paid to them and will not be returnable to you and claims monies will be returnable to the insurer.
- 11.4. We will tell you where we are handling money on a risk transfer basis.

12. PAYMENT TO THIRD PARTIES

- 12.1. 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.
- 12.2. 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. 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 must notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

13. CONFIDENTIALITY

- 13.1. We agree to keep all information provided by you to us confidential, save that you authorise us to:
 - 13.1.1. disclose such information to insurers and their agents for the purposes of obtaining insurance quotations for you, placing insurance on your behalf and all other matters relating to your insurances, including the making of claims; and
 - 13.1.2. share such information with our own insurers and professional advisors on terms that preserve confidentiality or where we are required by law or by order of the court to disclose such confidential information.
- 13.2. However, we will not be bound to keep any information confidential where it is or comes into the public domain, it was already known to us or becomes known to us independently of you, or if you authorise us to disclose such information.

14. LIMITATION OF OUR LIABILITY – YOUR ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE WHICH LIMITS OR EXCLUDES OUR LIABILITY TO YOU

- 14.1. If you are a Consumer, our liability for losses suffered by you as a direct consequence of any negligent performance of our Services shall be limited in all circumstances to £10,000,000 per claim. If you are not a Consumer our total liability shall be limited to £5,000,000.
- 14.2. In respect of any other claim arising out of our performance or non-performance of the Services hereunder our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to such claim arising.
- 14.3. If you feel that the above limits are not sufficient for you or your business we will be happy to discuss a higher limit of liability. If agreed, this will be set down in writing and form part of

these Terms of Business. Please be aware that there may be an additional charge or other terms if we agree to amend this clause, any additional charges or terms will be discussed and agreed with you prior to any amendment taking place.

- 14.4. We shall not be liable to you if we are unable to perform the Services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.
- 14.5. You acknowledge and agree not to make any claim personally against any of our employees, directors or officers arising out of or in any way related to the Services provided under these Terms of Business. This clause does not in any way limit or affect our liability to you as set out above.

PART C – YOUR OBLIGATIONS

15. INSTRUCTIONS & COMMUNICATIONS

- 15.1. You must give us clear instructions. We cannot arrange insurance for you until we have received complete instructions from you. Your insurance cover is not in place until we have confirmed it to you in writing or we have issued evidence of cover.
- 15.2. We will use reasonable endeavours to act in accordance with your reasonable instructions. If we are not substantially able to achieve what you want us to achieve or if it is not possible to achieve what you want, then we will tell you.
- 15.3. You may instruct us by e-mail, by telephone or during face-to-face meetings, however, any instructions are only confirmed if we have acknowledged them in writing. We reserve the right to refuse instructions but, if we do, we will inform you.
- 15.4. Unless otherwise agreed with you in writing, all evidence of cover and other documentation provided to you, and any discussion with you, will be in English. Unless we have agreed otherwise with you, please ensure that any documentation and/or instructions that you provide to us are always in English.
- 15.5. Please note that office hours are Monday to Friday, 9.00am to 5.00pm. The office is not open for business on statutory ('Bank') holidays. There may be a delay in responding to instructions if they are received outside of office hours.
- 15.6. We do not ordinarily issue receipts or acknowledgements unless specifically requested by you in writing.
- 15.7. Communications using the Internet are not completely secure and may spread harmful viruses. If you would prefer us not to use e-mails you must inform us

16. DISCLOSURE OF INFORMATION

- 16.1. Your insurance is based upon the information provided to insurers.

Consumer clients

- 16.2. If you are categorised by the FCA Rules as a consumer (broadly, an individual buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) (a "**Consumer**") you must take reasonable care to answer all questions fully and accurately. If any of the information you provided when you took out your insurance is or becomes inaccurate, you should contact us to correct this.
- 16.3. Failure to provide accurate and up to date information may partially or completely invalidate your insurance cover and could mean that a claim may not be paid.

Commercial clients

- 16.4. If you are buying insurance wholly or mainly for purposes related to your trade, business or profession, you must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before the setting up or renewal of your insurance is concluded, anything that might influence the judgement of an insurer in fixing

the premium, setting the terms or determining whether they would offer cover at all. If you are uncertain whether anything is material, you should disclose it.

- 16.5. In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers in your business. A senior manager is anyone who plays a significant role in the making of decisions about how a business's activities are to be managed or organised, regardless of whether or not that individual is a member of the board or is formally in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured.
- 16.6. If you deliberately or recklessly (i.e. without care) fail to comply with your obligations to present the risk fairly, insurers may avoid the policy. This means they can retain all premiums and treat the policy as if it never existed and refuse to make any claims payments. You could also be obliged to repay any claims payments that had already been made. If you fail to present the risk fairly, but your failure was neither deliberate nor reckless, insurers' response will depend upon what would have happened if you had complied with your obligations:
- 16.6.1. if insurers would not have provided the policy, they may treat the policy as if it never existed, refuse to make any claims payments and demand the return of any claims payments already made. However, insurers would have to return any premium payments already made;
 - 16.6.2. if insurers would have provided the policy but on different terms, the policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being met in part or in full; or
 - 16.6.3. if insurers would have provided the policy but charged a higher premium, insurers may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment under the policy.
- 16.7. All statements and facts disclosed on proposal forms, statements of fact, claim forms and other documents should be full, true and accurate and must be given after undertaking a reasonable search, including consulting with your senior management. Where forms are completed on your behalf you must check them for accuracy and completeness before signing them. You must always read the declaration and make sure you understand it before you sign.

17. SETTING SUMS INSURED, POLICY ESTIMATES AND INDEMNITY VALUES

- 17.1. The setting of and advising us or your insurers of the sums insured and/or indemnity values and/or policy estimates is always your responsibility as insurers will rely on this information when deciding the policy terms and premiums to apply. If you are underinsured or have mis-stated policy estimates insurers may refuse to pay a claim in full or in part.

18. PREMIUM PAYMENT

- 18.1. Insurers require you to pay premium at or before the start date of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or before the dates specified in our invoice(s). If you do

not make payment within that period, insurers may cancel your policy and may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

- 18.2. Some insurers will agree to premiums due on their policies being paid by instalments. You may choose to pay premium payments by instalments using credit provided by a third party premium finance company or insurer. Please note that we can only pay premium to insurers on your behalf once we have cleared funds for the full amount of premium due from you or the premium finance company.
- 18.3. We do not recommend any particular credit provider. If you choose to pay premium by instalments, we can introduce you to credit providers (which may include a third party premium finance company or an insurer). There may be other credit providers (including insurers) able to offer better credit terms than those that made available to you by a party we have introduced you to.
- 18.4. Where you decide to enter into a credit agreement for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement. You agree that, in accordance with the terms of any such credit agreement, we may instruct your insurer to cancel your policy if you are in default under the credit agreement and that any return premium or other payment due from the insurer may be applied to discharge your liability under the credit agreement without further reference to you.
- 18.5. Please note instalment facilities are not available for all the policy types we arrange and/or services we offer.

19. POLICY DOCUMENTATION

- 19.1. You will receive written terms and conditions of any policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions (including as to the payment of premium) as any failure to comply with these terms may invalidate your cover.
- 19.2. The documents relating to your insurance will confirm the basis of the cover from the relevant insurer(s) and provide their details and if applicable, the insurer's agent. It is important that you keep all of your policy documents in a safe place.
- 19.3. You must comply with the terms and conditions of your policy, especially any terms described as warranties and or conditions precedent to liability. Failure to do so could result in your policy being cancelled and/or in a claim or claims not being paid.
- 19.4. Your policy may create ongoing duties for you which you must continue to carry out. For example, a duty to disclose any change in circumstance that the insurers may regard as material to the ongoing insurance arrangements and, for commercial customers, your obligation to notify vehicle changes in accordance with the requirements of the Motor Insurance Database. If you do not, insurers may cancel your policy or refuse to deal with any claim or claims and in respect of the Motor Insurance Database you may be liable to prosecution. Documentation including your policy and certificate (if applicable) will be issued to you after receipt from insurers. In the event of delay, at your request, we may be able to provide you with a specimen or standard policy.

- 19.5. Employers are strongly advised to keep, as far as is possible, a complete record of their employers' liability insurance. This is because some diseases can appear decades after exposure to their cause and former or current employees may make a claim against their employer for the period they were exposed to the cause of their illness.

20. CLAIMS

- 20.1. Your policies will usually require you to notify your insurers of any claims or circumstances that may give rise to a claim as soon as possible. In the event of an incident which could give rise to a claim you must tell the insurer as soon as possible. If you do not, your insurer may refuse to deal with your claim or reduce the amount that you receive from them.
- 20.2. Your policies may also be subject to claims notification conditions and/or warranties and failure to comply with these may invalidate your cover. Therefore, in the event of an incident that may give rise to a claim please also refer to your policy wording.
- 20.3. We will provide you with assistance in submitting any claim unless we agree otherwise. We will help you to obtain settlement from insurers unless we agree otherwise. In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts. All incidents must be notified whether you believe you are liable or not.
- 20.4. We may charge you a fee where we are acting as your agent in relation to claims, which will be discussed with you. In some situations, in relation to claims handling we may be acting as agent of the insurer, this will be drawn to your attention if this is the case.

PART D – GENERAL TERMS & CONDITIONS

21. TAXATION

- 21.1. Insurance premiums attract Insurance Premium Tax at the prevailing rate. Engineering inspections and some other services attract VAT at the prevailing rate. Some fees may not have a taxation element at all. If you are VAT registered then the VAT element may be recoverable by you. Insurance Premium Tax is not recoverable.

22. CURRENCY CONVERSION

- 22.1. We may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

23. TERMINATION OF THESE TERMS OF BUSINESS

- 23.1. Without prejudice to any rights that have accrued under these Terms of Business or any other rights or remedies, either party may terminate the Services contemplated under these Terms of Business by giving not less than 30 days' notice in writing to the other.
- 23.2. In the event you wish to terminate our appointment under these Terms of Business, please send written notice to us using the details set out in the 'Contact Us' section of our website.
- 23.3. If our appointment as your broker is terminated or not renewed, we reserve the right to charge an additional or separate fee, agreed with you in advance, for any ongoing services performed from the date on which our appointment terminates. These Terms of Business will continue to apply in relation to those ongoing services.
- 23.4. Notwithstanding anything else contained in these Terms of Business, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

24. CANCELLATION

- 24.1. Consumers usually have the legal right to cancel a policy within 14 days of the later of the conclusion of the contract or you receiving the full policy terms and conditions, although this timescale may vary depending on the type of policy purchased and this will be clarified in your policy document (the "**Cancellation Period**"). The right to cancel also depends upon a claim not having occurred and the performance of the policy not being complete.

- 24.2. This right to cancel does not usually apply to policies of less than one month in duration, such as short term travel insurance and you should presume as such unless informed in writing by us to the contrary.
- 24.3. If you wish to cancel any policies you purchase, you must contact us within the Cancellation Period. The insurers may return a proportion of the premium to us, less any reasonable cost incurred in providing the cover. We reserve the right to make a charge in relation to the time cover was in place under the cancelled policy and to make reasonable charges for additional administration incurred. These charges will be notified to you prior to them being levied.
- 24.4. In the case of cancellation after the Cancellation Period for Consumers or for commercial clients where a Cancellation Period does not usually apply (please refer to your policy document for clarity) please note the following:
- 24.4.1. your contract may include a cancellation clause, please note: a number of insurers will only incept cover on a 'minimum and deposit' premium basis and some policies may be non-refundable in the event of cancellation; or
- 24.4.2. insurers may only make a proportionate return of the premium and the insurer may charge an administration fee to cancel. Our commission and or fees will not be returnable. Please refer to your policy documents for more details or contact your usual TBGL representative.
- 24.5. In the event that you fail to pay your premium by the due date, your insurers may cancel your insurance. Depending upon the terms of the relevant policy, your insurer may be entitled to cancel your insurance with immediate effect or they may be obliged to give you notice of cancellation and possibly an opportunity to pay any premium(s) due.
- 24.6. If you pay your premium by instalments, there is the possibility that the amount paid prior to the cancellation date may not cover the overall amount of premium due up to the date of cancellation. In that situation you will remain liable to pay the difference between those amounts.
- 24.7. If you wish to cancel any of your policies please contact us using the details set out in the 'Contact Us' section of our website.

25. CONFLICTS OF INTEREST

- 25.1. We always aim to treat you fairly and avoid conflicts of interest. We will always seek to avoid placing ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you. Despite our best efforts, circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) and you, or between you and another of our clients.
- 25.2. We have developed and apply comprehensive conflict management policies and procedures. These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact your usual TBGL representative.

- 25.3. We may act as agent of an insurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy.
- 25.4. As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

26. COMPLAINTS

- 26.1. We take all complaints seriously. If you are dissatisfied with the level of service you have received from your insurer please follow the complaints procedure laid out in your policy document.
- 26.2. If you have any concerns regarding us or our Services, in the first instance, please feel free to contact your usual TBGL representative.
- 26.3. If, having raised your concerns with your usual TBGL representative, you are still not satisfied, please contact:

complaints@thebletchleygroup.com
- 26.4. We will promptly acknowledge your complaint in writing. Our complaints procedure is available on request.
- 26.5. If, following our investigation and response to you, you are not satisfied with the outcome or we do not complete our investigation within 8 weeks, you may be eligible to contact the Financial Ombudsman Service (“FOS”). You may contact FOS on 0800 023 4567. Further information can be found on FOS’ website at <https://www.financial-ombudsman.org.uk/>. You may be eligible to contact FOS if you are a:
 - 26.5.1. Consumer;
 - 26.5.2. micro-enterprise (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million);
 - 26.5.3. other small business (with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million);
 - 26.5.4. charity with an annual income of under £6.5 million; or
 - 26.5.5. trustee of a trust with a net asset value of under £5 million

27. THE FINANCIAL SERVICES AND COMPENSATION SCHEME (FSCS)

- 27.1. We are covered by the FSCS. 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. Insurance advising and arranging is covered for 90% of the claim amount with no upper limit. For compulsory classes of insurance (such as third party motor or employers liability), insurance advising and arranging is covered for 100% of the claim with no upper limit. Further information about compensation scheme arrangements is available from the

FSCS and can be found on their website www.fscs.org.uk or you can contact them by telephone on 0800 678 1100.

- 27.2. The FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, liability of ships and credit.

28. DATA PROTECTION

- 28.1. In this clause 28:

28.1.1. “**controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;

28.1.2. “**personal data**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; and

28.1.3. “**processing**” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (and “process” and “processes” shall be interpreted accordingly).

- 28.2. We are the controller of any personal data that you provide to us. We collect and process personal data in order to provide our Services to you. We may also process personal data for purposes such as fraud prevention and detection and financial management. This may involve sharing information with, and obtaining information from, our group companies and third parties such as insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

- 28.3. If you are a Consumer providing us with your own personal data in accordance with clause 16.2 of these Terms of Business, please see our Privacy Notice for further information on how we process that personal data and your rights in relation to your personal data. Our Privacy Notice is accessible at www.thebletchleygroup.com. We may also provide you with a copy of our Privacy Notice upon request.

- 28.4. If you are a Commercial customer, and are providing personal data of other individuals to us in accordance with clause 16.4 of these Terms of Business, you shall ensure that you provide our Privacy Notice to those individuals and obtain any appropriate consents from them to enable us to process the individuals’ personal data to provide our Services and otherwise to process that personal data within the scope of our Privacy Notice and these Terms of Business.

- 28.5. You shall ensure that any personal data you provide to us is accurate and up to date.

- 28.6. We may record and monitor telephone calls to improve the Services we provide.

29. RIGHT OF SET OFF

- 29.1. If you are a commercial client, we may at any time, without notice to you, set off any liability of yours to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.
- 29.2. If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause will not limit or affect any other rights or remedies available to us under this agreement or otherwise.

30. INTELLECTUAL PROPERTY RIGHTS

We (or our licensors) will retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you. We grant you a royalty free licence to use those materials, but only for the purposes for which they were created under this agreement and only for as long as these Terms of Business remain in force.

31. THIRD PARTY RIGHTS

Nothing in these Terms of Business will give any person any right to enforce any term which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

32. TRANSFER OF THIS AGREEMENT

Neither party can transfer their rights and obligations under this agreement in whole or in part to anyone else, except that either party may transfer all or some of its rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

33. SEVERABILITY

If any part of these Terms of Business is or becomes illegal, invalid or unenforceable then that part shall be deemed to be removed from these Terms of Business and shall not in any way affect the legality, validity or enforceability of the remaining Terms of Business.

34. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

35. GOVERNING LAW & JURISDICTION

- 35.1. These Terms of Business and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 35.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Business or their subject matter or formation.

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