

Terms of Business Agreement – May 2018

Law and Language

This Terms of Business is subject to United Kingdom Law and the jurisdiction of the United Kingdom Courts. We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully and in particular, we would like to draw your attention to the "IMPORTANT INFORMATION" section. If you do not agree to any part of the information, please tell us. We assume that you accept the terms of this agreement unless we hear from you.

Limit of Liability

This clause restricts the amount that may be recoverable as a result of our negligence. Other than injury or death of any person (that no cap on liability will apply), our liability to you for the services we provide shall not exceed £5,000,000 in connection with any one event or connected events.

The Regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies and Pure Protection policies.

We are also authorised to undertake the following Consumer Credit Activities :

Credit Broking (where we act as a credit broker)
Debt Collecting (but not on behalf of a third party finance provider)
Debt Administration (but not on behalf of a third party finance provider)

Our FCA Register number is 305288 and you can check our status and permissions at <http://www.fca.org.uk> or by contacting the FCA on 0800 111 6768 (consumer helpline) or 0300 500 0597 (firm helpline).

Privacy Notice

We will process and exchange the information that you provide to us with insurance companies and other brokers or agents only for the purposes of providing quotations and taking steps for you to enter into and the maintenance of an insurance or risk service contract (see Additional Services) or premium finance facility ; this may result in a credit search, exchanging information with the police, regulatory bodies, fraud prevention agencies and industry databases and registers in order to confirm your identity and minimise the risk of fraud as well as data being transferred outside the EEA. We will treat all information as private and confidential, and in strict accordance with the General Data Protection Regulations (GDPR) and Data Protection Act 2018, even when you are no longer a customer and only share information if we are required to do so by law, or regulation. We will only retain personal information for as long as it is needed and will take all reasonable steps to ensure it remains accurate, up to date and secure.

Under GDPR, you have a right to a copy of any personally identifiable information about you that we hold in our records, you can obtain details by writing to us at the usual address. A charge will not be made for providing the information to you which will be done within one month of receiving your request.

We will, in line with our Professional duty, utilise your data in order to obtain quotations and provide advice in relation to current and evolving risk exposures which you may not have requested and may be unaware.

Your data will only be used for our marketing purposes exclusively by Sentinel Corporate Risk where we have received your express consent.

Our Fees, Commission and Charges

Our remuneration is normally by way of a commission payable to us by the insurer or by a fee charged to you (usually in lieu of commission) or by a combination of both. If we intend to charge a fee this will be advised prior to the completion of any contract. We reserve the right to charge a fee for any mid-term alteration or additional work that we undertake at your request.

We usually receive a commission from the insurance provider with whom we place your business, and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance

agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. We may also receive a commission or fee for passing introductions to other professional firms.

We may earn additional remuneration from insurers under agency performance agreements. Any payment received relates to the performance and management of all business placed with a particular insurer, and is not specific to any one particular policy placed with them. A "Conflicts of Interests" policy operates within our business.

In addition, we may make the following minimum administration charges to cover the administration of your insurance:

STANDARD MINIMUM CHARGES	
Arranging New Policies and Renewals :	
• £0 - £1500 premium	£40
• £1501 - £5000 premium	£80
• £5001 - £10000 premium	£160
• £10001 + premium	£250
Mid-term adjustments	£10
Refunds (we refund NET of our commission)	£10
Cancellation (we refund NET of our commission)	£25
Copy Documents	£10
Credit Card Payments – please note we do not accept American Express	

Policies voided or cancelled from inception by insurers will be treated as a cancellation and we will retain any commission and fees before returning the net premium to you. By accepting these terms of business, you agree that we may retain the portion of the premium that relates to commission that would have been due to us.

Specific charges, which apply to individual policies, will be advised to you prior to the commencement of each contract applicable to that policy. The specific charge and purpose of any additional charges will always be advised to you in advance.

You are entitled to request at any time, information about the commissions that we may have received in connection with your insurance, if you want this information please contact us.

Our Service

We can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf.

We also act on behalf of insurers when collecting premiums under risk transfer.

We will ask questions to enable us to assess reasonably your insurance requirements in accordance with The Insurance Act 2015 and the Consumer Insurance (Disclosure and Representations) Act 2012, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

We will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks.

We will confirm to you the level of service we are providing as part of our sales process.

In all cases our service will include arranging and administering your insurance, including helping you with on-going changes and assisting you if you need to make a claim, or where we outsource claims handling facilities to give you an enhanced service.

Should you decide that you do not wish to continue to appoint Sentinel Corporate Risk and Insurance Services Ltd as your Insurance Broker we reserve the right to cease handling any outstanding claims that you may have notified to us.

If we use the services of another intermediary to place your insurance we will advise you of the name of the intermediary we use and the name of the insurer.

If you mislay your policy at any time, we will arrange a replacement policy document, if you request it.

Our Selection (Fair Analysis)

Our selection usually involves presenting to a reasonable number of insurance companies that will insure for the risk at hand, and this is called a fair analysis of the market.

Sometimes we may only approach two or three insurers and this is a limited Panel, or in some cases, we may only approach one insurer, in either case, we will tell you the basis as part of our selling process. You can also request a list of the companies that form the Panel we have approached.

Additional Services

We also provide additional services such as risk management assistance, Health and Safety services and statutory inspection services via relationships with carefully selected companies. Please note these services are not regulated by the Financial Conduct Authority. In addition, these services do not benefit from the protection offered by The Financial Ombudsman Service or the Financial Services Compensation Scheme.

Financial Strength

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and A M Best published with other readily available information within industry guides, newsletters and press releases. Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

Money

Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agent of the Insurer. In certain circumstances you may have the additional protection of insurance companies accepting that monies paid to us are treated as being received by them (**Risk Transfer**). Please ask for details.

We will hold money that you pay to us in accordance with the regulators rules. This may also include holding your money in a **statutory trust client bank account** that only allows us to use the money held in trust on behalf of a customer for paying that customers' premium to an insurance company and to pay premium refunds or claims we receive from that insurance company to the customer, once the premium has been received from that insurance company. We **cannot** use that customer's money to pay another customers premium or refund. Also for this reason it is not possible for you to offset the refund against premiums owed on another policy. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance, unless, in the case of consumer transactions we receive more than £20 per transaction, and then we will ask for your permission to retain the interest. Unless you tell us otherwise, you are consenting to us holding your money in this way.

By holding your money in this way, means that in the event that this firm becomes insolvent your money remains protected.

In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust or risk transfer account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

Payment Options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter in a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.

We do not charge any fees to you for introducing you to a credit provider

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14 day cooling off period.

Please note that we only use Premium Credit Limited for the provision of premium finance facilities.

Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

Should you wish to make any payments by debit or credit card these will not be subject to a charge.

Your Right to Cancel (Applicable to Consumers only)

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. This period is extended to 30 days for Pure Protection or Payment Protection contracts. You will always be advised where this Right applies. A charge may apply for the period of cover provided and, in addition, an administration charge will apply as shown in the charges section above, cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

Complaints

Our aim is always to provide our customers with a first-class service; however we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our main office telephone 01772 789455 or write to Peter Millington at the above address or email peter.millington@sentinelrisk.co.uk.

If we are unable to resolve the issue to your satisfaction by the end of the next business day, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of the position at no later than 4 weeks and a final response no later than 8 weeks.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) and mobile phones or **0300 123 9123** (calls to this number cost no more than calls to 01 and 02 numbers). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, London, E14 9SR or via email at : complaint.info@financial-ombudsman.org.uk. The website for the Financial Ombudsman Service is www.financial-ombudsman.org.uk.

A full copy of our complaints procedure is available on request.

Financial Services Compensation Scheme (FSCS)

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and www.fscs.org.uk.

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent

Anti-Bribery & Corruption Policy

We have put in place an anti-bribery and corruption policy which aims to reduce our exposure to corrupt practices by formalising our commitment to maintaining business integrity and values that fulfil our social, regulatory and legal obligations. The policy is strictly enforced and has been adopted by the firm's Board of Directors and applies to everyone involved in our business.

Ownership

The Company is independently owned by the Directors of the Company and Private Individual Investors and does not have any direct or indirect holding by an insurance company.

Insurance Premium Tax (IPT)

Your premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Some policies are subject to Value Added Tax (VAT) not IPT and should the rate of VAT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Termination

You may cancel this agreement with us at any time. You must provide at least 30 days written notice of instructions. We also reserve the right to cancel this agreement at any time. In any event, we will provide you with reasonably sufficient time to re-arrange your insurance and we will notify you of termination in writing together with an explanation if appropriate.

IMPORTANT INFORMATION

WARNING – CONSUMERS

WHERE THE MAIN PURPOSE OF THE CONTRACT IS FOR PRIVATE USE

Your duty to give information

When applying for or amending your insurance policy, we and / or your insurer will ask a number of questions to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all questions raised by insurers or us honestly and reasonably. These questions are designed to enable us or the insurer to obtain a comprehensive picture of the nature of the risk to be insured, and only by asking such questions and receiving answers which are given honestly and with reasonable care, can we or the insurer be in a position to offer terms which are designed to meet your demands and needs. Please note that it is also important that you must tell us as soon as possible if there are any changes to the information you have given us.

The reason why this is vital and extremely important is that if you fail to tell us or the insurer something when asked, or, if you answer carelessly or act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection; insurers may not pay a part or all of your claim and may cancel your policy. You may find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you will have to disclose this fact when you reapply for insurance.

FAILURE TO ANSWER QUESTIONS HONESTLY AND REASONABLY, WHEN ASKED, MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.

WARNING – COMMERCIAL CUSTOMERS (OR WHERE THE MAIN PURPOSE OF A CONSUMER CONTRACT IS NOT FOR PRIVATE USE)

Your duty to give information

IT IS IMPORTANT THAT YOU UNDERSTAND YOUR DUTY TO PROVIDE A FAIR PRESENTATION, FULLY, COMPLETELY AND ACCURATELY TO US AND YOUR INSURERS NOT ONLY WHEN YOU TAKE OUT YOUR INSURANCE, BUT ALSO THROUGHOUT THE LIFE OF YOUR ARRANGEMENT, AT THE ANNUAL RENEWAL OR AT ANY OTHER TIME WHEN CHANGES OCCUR.

A fair presentation requires clear and accessible disclosure, without any material misrepresentation, of every material circumstance which you know or ought to know or failing that sufficient information to put the Insurer on notice that it needs to make further enquiries to reveal those material circumstances. Materially important circumstances is any information that could influence an insurer's decision to accept your risk including the cost of your insurance. For example, details of previous insurance claims that you have made, or reported. Personal information about you, such as Criminal Convictions (you have a duty to give this information even when the insurance relates to a business and not you). General information about the risk, such as the construction of a building, (for example, concrete floor, timber frame with brick, stone, and a slate roof) if you are not sure how much information to provide or do not understand the question please ask. You also need to conduct a reasonable search when providing this information which means that you should ask any other person who may hold material information.

The reason why this is vital and extremely important is that if you fail to tell us something, your policy could leave you with no insurance protection; insurers may not pay part or all of you claim(s) and could cancel your policy and keep the premium. You will find it difficult to re-arrange cover because you did not tell an insurer everything, and you will have to disclose this fact when you reapply for insurance.

FAILURE TO DISCLOSE THESE FACTS MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.

WARNING

Warranties and Conditions Precedent

Your policy contains a number of WARRANTIES and CONDITIONS PRECEDENT. These are horrible terms which you must comply with word for word, otherwise the insurer might not pay any claims and might cancel your policy from the start. Failure to comply with these terms may leave you with no insurance cover and your claim not being paid!

An insurance warranty is not a good thing, it does not mean that it is a guarantee of something; it typically means that you must comply with terms in order that your insurance protection remains operative.

Conditions Precedent: Some conditions do impose a responsibility on you to have done something or completed something before a certain section of the policy will operate. If you do not do the thing stated, cover will not be in place.

Should you have a propensity to not comply with warranties or conditions these must be disclosed to us and your Insures under the duty of fair presentation (see above).

FAILURE TO COMPLY MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.

IMPORTANT

Warranties are not always referred to as such within a policy and schedule. They may be referred to as conditions, endorsements, special terms as well as warranties.

It is important that you look out for these and if you have any doubt about a particular statement, please ask us for advice.

FAILURE TO COMPLY WITH THESE MAY LEAVE YOU WITHOUT ANY COVER IN THE EVENT OF A CLAIM AND THE CLAIM MAY NOT BE PAID.