

## TERMS OF BUSINESS

**Our Service** – UKGlobal Leicester Ltd is an Appointed Representative of UKGlobal Risk Solutions Ltd. We will act on your behalf in:

- a) Arranging your insurance cover with insurers to meet with your requirements or where requirements cannot be fully met, provide you with enough information to enable you to make an informed decision;
- b) Providing advice and helping you with any changes that you need to make to your insurance during the policy period;
- c) Telling you when you need to renew your policy in time to allow you to consider and arrange any continuing cover.

However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances may occur so that you will be aware of any possible conflicts of interest.

Please contact us if you require a copy of our policy.

If UKGlobal Leicester Ltd or UKGlobal Risk Solutions Ltd or any of their directors or employees has an interest in any business you ask us to transact, we will write to you with details of the conflict of interest before we carry out your instructions.

**Who Regulates Us?** - UKGlobal Risk Solutions Ltd is authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates financial services. Our FCA number is 460003. You can check this on the FCA's Register by visiting the FCA's website: <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

**Treating Customers Fairly** - We set high standards for ourselves and it is our intention to treat customers fairly at all times. We have appointed Stephen Proctor to oversee TCF within the firm. If at any time you feel that you have not been treated fairly please contact us in order that the matter may be addressed.

**Claims** - As part of our service we can assist you with any claim you need to make. When you first become a customer, we will give you details of how you can make a claim and tell you what your responsibilities are in relation to making claims. If you are ever in any doubt as to what action to take in the event of a claim, please contact us at either of the following offices:

- a) UKGlobal Leicester Ltd, 5, The Coach House Desford Hall Desford Leicestershire LE9 9JJ Telephone: 0116 478 2019
- b) UKGlobal Risk Solutions Ltd, 1 City Road East, Manchester M15 4PN Telephone: 0161 228 3611

**Complaints** - It is our intention to provide you with a high level of customer service at all times. If you wish to make a complaint about our service, we have a formal complaints procedure. In the first instance, please contact Stephen Proctor, UKGlobal Risk Solutions Ltd, 1 City Road East, Manchester, M15 4PN. Telephone 0161 200 1831. Email: [stephen.proctor@ukglobalgroup.co.uk](mailto:stephen.proctor@ukglobalgroup.co.uk). We shall supply you with a copy of our complaints procedure upon receipt of a complaint or at any time upon request. If we are unable to resolve your complaint satisfactorily, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further information is available by calling the FOS on 0800 023 4567 or at <http://www.financial-ombudsman.org.uk> or at The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Alternatively, if your complaint relates to an insurance policy issued by a Lloyds underwriter you can refer the matter to the Complaints Team at Lloyds. The contact details are: The Complaints Team, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Telephone: +44 20 7327 5693. Fax: +44 20 7327 5225. E-Mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

**Placing Your Insurances** - We sell and advise on a wide range of both personal and commercial insurance products. For the majority of the products we offer we provide advice or information on the basis of a fair analysis of the market from a wide range of insurers. In other circumstances where we believe it is in your best interests, we will deal with a limited number of insurers, or exclusively with a single insurer, from which we select a policy to meet your needs.

Whilst we take every care to check the financial stability of any firm with which we place business, we cannot be held responsible if that firm subsequently ceases to trade.

We may be required to verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations and will request the necessary evidence from you to prove your identity. Failure to provide satisfactory evidence could result in the product not proceeding.

**Fair Presentation of Risk** - It is your statutory duty before entering into a contract of insurance, prior to an alteration and at renewal to make a fair presentation of the risk to be insured and to ensure that information is provided in a clear and accessible format. Once we have collated the information about the risk, a copy of that information will be sent to you for checking. Where practical every material circumstance should be disclosed. We will expect firms to make reasonable enquiries and proactively gather information however, where this is not practical you must make us aware, as your broker, that further enquiries are needed to accurately underwrite the risk. Any questions put to you in a proposal form or otherwise must be answered honestly, accurately

and in good faith. If a form is completed on your behalf, you should check that the answers shown to any of the questions are true and accurate and if necessary amend before signing the document. **This includes incidents/losses that have arisen during the year that you have settled yourself without involving your insurers.**

**Our Income** - We can earn our income as a percentage of the premium you pay (a commission from the insurance company), a separate fee charged to you or a combination of the two. Our earnings are based on the size of your business and the amount and complexity of the work necessary to service your insurance requirements to a high standard at policy renewal or inception and during the subsequent policy period. The commission we can receive is usually between ten and thirty five percent of the premium charged although this can be higher on certain property owners' policies. We act as your agent aiming to obtain for you the most appropriate insurance cover at the most competitive premiums – we will not compromise our duty to you in order to maximise our income; however, if by negotiating reduced premiums for you our commission falls below a sufficient level to service your requirements we may charge you an additional fee.

Other payments relating to services provided by us for insurers, over and above the placing of the business, may be made by insurers. Such service payments may be received either as an increased commission or some other method of payment determined by insurers. Payments may also be received from other companies for additional services. Such remuneration is only earned on the basis that it does not detract from our obligation to act in our client's best interest at all times. No supplement above our commission will be added to any premium charged unless we notify you in advance and in writing. If you want to know how much commission insurers pay us, please just ask. We earn the entirety of our commission and/or fees when your risk is successfully placed and take our commission and/or fees immediately upon receipt of payment unless agreed otherwise with your insurer.

There are also occasions on which we make other charges to clients. These may be remote from arranging the policies e.g. risk management work, in lieu of commission or supplemental to commission paid by insurers. If we propose to make a charge, we will advise you of its basis before we carry out any chargeable work.

**Payment Terms** - We require full payment of the premium within 14 days of cover being effected. If you do not pay a premium on the due date, we reserve the right to cancel the insurance policy ab initio (from inception) and to exercise our legal rights in regard to such non-payment. In addition, insurers may cancel the insurance policy, which we have arranged on your behalf in the event of non-payment of premium. We normally accept payment by guaranteed cheque or credit card or the bankers automated clearing system (BACS). A charge of 2.0% will be levied for all transactions that are paid by credit card. You may be able to spread your payments through an instalment facility. If you choose to enter in a finance arrangement, this 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.

Please note that we only use Close Brothers for the provision of premium finance facilities. Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

**Direct Debit/Instalment Agreement Defaults** - If any payment in respect of a credit agreement is not met, you acknowledge and agree that we may 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 it to offset any outstanding costs.

**How We Will Handle Your Money** – UKGlobal Risk Solutions Ltd will handle all client money. Its Non-Statutory Trust account has been set up in accordance with strict rules laid down by the Financial Conduct Authority. It is the Agent of insurers for the collection of certain premiums. We are required to inform you that UKGlobal Risk Solutions Ltd may use your premium to settle premiums due under other policies including those payable by other clients. Similarly, claims and premium refunds can also be paid to a client before receiving remittance of those monies from the insurer. 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. UKGlobal Risk Solutions Ltd will retain any interest of investment returns derived from holding your money.

**Mid-term Adjustments or Cancellations** - In the event of an adjustment that results in a return of premium or cancellation mid-term we will refund the premium due net of our full commission and any charge made by insurers. Where the premium is being paid by instalments we will claim our full commission along with any charge made by the insurers in the calculation of any outstanding monies.

**Financial Services Compensation Scheme (FSCS) for General Insurance Advice and Arranging** - 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. Non-Compulsory Insurance advising and arranging is covered for 90% of the claim with no upper limit. For compulsory classes of insurance advising and arranging is covered for 100% of the claim with no upper limit. Further information about the compensation scheme is available from the FSCS at <http://www.fscs.org.uk> or telephone 0800 678 1100.

**Professional Indemnity Insurance** – UKGlobal Risk Solutions Ltd maintains Professional Indemnity cover for itself and its Appointed Representatives in order to meet the cost of providing compensation if a client of ours suffers financial loss as a result of our neglect, error or omission.

**Limitation of Liability – IMPORTANT: THE CLIENT’S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

The maximum aggregate liability of UKGlobal Risk Solutions Ltd, its Appointed Representatives and Affiliates to you, on any basis (including without limitation for damages for breach of contract or in negligence, in equity and/or for all interest, costs and expenses), arising out of or in connection with the provision of the Services or the Additional Services (including any amendments, variations or additions to those services whether expressly or impliedly agreed) shall be limited in total to the amount of £10,000,000.

UKGlobal Risk Solutions Ltd, its Appointed Representatives and Affiliates shall only be liable to you for any reasonably foreseeable losses, damages, costs or expenses arising directly from breach of contract, breach of duty or fault, negligence or otherwise, in connection with this Engagement. UKGlobal Risk Solutions Ltd, its Appointed Representatives and Affiliates shall not be liable to you in any circumstances for any special, indirect or consequential loss.

You accept that UKGlobal Risk Solutions Ltd, its Appointed Representatives and Affiliates have an interest in limiting the exposure of their directors, employees and consultants to litigation, and agree that you will not bring, or assist in bringing, any claim personally against any of UKGlobal Risk Solutions Ltd, its Appointed Representatives and Affiliates individual directors, employees or consultants, in connection with the performance of the Services under this Engagement. The provisions of this clause are intended to be for the benefit of such directors, employees and consultants who shall have the right to rely on and enforce these terms.

In respect of any loss suffered by you, for which UKGlobal Risk Solutions Ltd and/or its Appointed Representatives or Affiliates, and any other party are (on any basis) liable, the liability of UKGlobal Risk Solutions Ltd, its Appointed Representatives and Affiliates shall be limited so as to be proportionate to the relative contribution of UKGlobal Risk Solutions Ltd, its Appointed Representatives and Affiliates to the overall fault giving rise to the loss in question.

This clause shall not apply to any liability arising as a result of fraud or wilful default on the part of UKGlobal Risk Solutions Ltd, its Appointed Representatives and Affiliates nor to any liability which cannot lawfully be excluded or limited, nor to the extent that the exclusion or restriction of such liability would not be permitted by virtue of the FCA’s Insurance: Conduct of Business Sourcebook, nor to any client which is a “micro-enterprise” (within the meaning adopted for that term by the FCA) as at the date of this Engagement.

For the avoidance of doubt, this clause shall be for the benefit of UKGlobal Risk Solutions Ltd, its Appointed Representatives and Affiliates involved in the provision of the Services.

**Protecting your Personal Data (data)**

We are the Data Controller for the data you provide to us. We need to use your data in order to arrange your insurance and associated products and for marketing purposes (please let us know if you would prefer not to receive marketing information from us). You are obliged to provide information without which we will be unable to provide a service to you. We may pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators. This may include the completion of credit searches. We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we have handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner’s Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113

**Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register** - Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Limited and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers’ Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be accessed by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, MIIC and your motor insurer to identify relevant policy information.

**Motor Insurance Database (MID)** - If an insurer specifies that a client must take responsibility for populating and updating the MID, UKGlobal Leicester Ltd cannot accept responsibility if a client fails in their obligations to do so as set down by current legislation.

**Clients’ Compliance with Health & Safety (and similar) Requirements** – UKGlobal Leicester Ltd cannot be held responsible for a client’s non-compliance with Health and Safety (or similar) requirements. We may recommend the services of an outside Health and Safety consultancy company to assist a client with Health & Safety however; we cannot ultimately take responsibility that our clients comply with such matters.

**Prevention of Bribery** - It is our intention to meet the requirements of the Bribery Act 2010. We have appointed Stephen Proctor with overall responsibility for the prevention of bribery. If at any time, you feel that we have not acted in a way that meets the requirements of the Bribery Act 2010 you should contact us immediately.

**Termination** - You or we may terminate authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will not affect the completion of any transaction already initiated on your behalf or the renewal with existing insurers after renewal terms have been negotiated by ourselves and presented to you, except in circumstances when documentary evidence of any serious defect in the existing cover can be provided.

**Applicable Law** - This Terms of Business document is subject to English Law and English Courts will have exclusive jurisdiction.