

TERMS OF BUSINESS

Please read this document carefully. It sets out the terms on which we agree to act for you, our client, and contains 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 you agree to do so on the terms of this document, unless we both agree otherwise.

This document replaces any previous version you may have had.

1. Regulation

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. We are authorised and regulated by the Financial Conduct Authority. The authorisation includes a number of trading names and our permitted activities as an insurance intermediary include arranging general insurance contracts. Our FCA Firm Reference Number is **519712**. These details and our trading names can be verified by visiting the Financial Services Register at website <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768. Our company is registered in England & Wales. Company Registration Number **07140160**, Registered Office; Windover House, St. Ann Street, Salisbury, England, SP1 2DR.

For the avoidance of doubt, this document and the terms stated within shall continue to apply if, in the event that, our company name changes. If our Company Registration Number or FCA Firm Reference Number changes, you will also be notified.

2. Law and Jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

3. Our Service to You

We will make a personal recommendation for you after we have assessed your needs, this will include the type of cover you seek together with the costs. 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. You will then need to make your own choice on how to proceed. Where we do not offer a personal recommendation, we will make you aware of this. Our service includes arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. We will advise you of any inability to place your insurance.

4. The Capacity in Which we are Acting

As an independent insurance intermediary, we usually act as the agent of our client. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur so you will be aware of any possible conflict of interest.

We will inform you prior to placing your cover(s) of the capacity in which we are acting on a policy by policy basis.

5. How we Make Our Selection

Prior to placement of your cover(s) we will inform you of the basis of our market selection and where a fair and personal analysis has not been undertaken, if we have undertaken a limited analysis we will provide you with a list of the insurance undertakings with whom we may and do conduct business, in the event that we have approached or deal with only one market we will notify you of that single market. 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. 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.

6. Disclosure of Information

Your insurance is based upon the information provided to the insurance company.

If you are a Consumer (an individual buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

If you are not a Consumer (an individual buying insurance wholly or mainly for purposes unrelated to their 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 policy is concluded, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it.

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. A senior manager is anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured.

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:

- a. 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;
- b. 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;
- c. 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.

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.

7. Cancellation for Customers

Customers acting outside their trade, business or profession are regarded as Consumers and usually have the legal right to cancel a policy within 14 days of 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 right to cancel also depends upon a claim not having occurred and the performance of the policy not being complete.

Note that this right 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.

You must contact the office from where you purchased your cover within the 14-day period where the Right to Cancel applies. 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 including administration charges in relation to the

time policy coverage was in place and to make reasonable charges for additional administration incurred. These charges will be notified to you prior to them being levied.

In the case of cancellation after the 'Right to Cancel' period for Consumers or for commercial customers where a 'Right to Cancel' period does not usually apply (refer to your policy document for clarity) please note the following:

Your contract may include a cancellation clause, please note: a number of insurers will only accept cover on a 'minimum and deposit' premium basis and some policies may be non-refundable in the event of cancellation. Where this does not apply, insurers may only return a proportionate return of the premium and you may be charged an admin fee to cancel. Our commission and or fees will not be returnable. Please refer to your policy documents for more details or contact your Account Manager. In the event that you fail to pay your premium by the due date, the insurance may be cancelled forthwith, or by insurers giving notice of cancellation. If you pay by instalments, there is the possibility that the amount paid prior to the cancellation date may not cover the overall amount due up to the date of cancellation. In that situation you will remain liable to pay the difference between those amounts.

If you wish to cancel your policy(ies) please contact the office from where you purchased the cover.

8. Remuneration

We receive remuneration in connection with your policy(ies) which may include a commission payment from your Insurer/Product or Service Provider and is calculated as a percentage of the total annual premium (excluding Insurance Premium Tax). The remuneration received may also include, but is not limited to, remuneration from the Insurer/Product or Service Provider based on our overall account with that firm meeting certain criteria at either a Group or individual business level.

An explanation of our remuneration arrangements specific to you and your policy(ies) will be disclosed to you and stated in your quotation, new business and renewal documentation.

Unless we otherwise agree (for example, if we agree a Fee in Lieu of Commission) we will charge fees on the following basis dependent upon the total overall premium level due to ourselves. Fees charged are non-refundable.

Consumer Customers, with a total premium per policy of less than £2,000 –

Mid Term Amendments £50, Cancellation £0

Commercial Customers, with a total premium per policy of less than £10,000 –

Mid Term Amendments £50, Cancellation £0

We do not charge on policies that in our sole opinion are ancillary to the main policies arranged by us.

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 in excess of this scale. Where we propose to do this, we will disclose both the amount and the reason why clearly, before you become liable to pay it. Our fees are non-refundable if you cancel your policy.

Any fee charged will not cover any work we do in relation to insurance policies which have not yet incepted or which we are not yet responsible for administering.

Other companies may be involved in placing your insurance(s) and where such companies are involved, they may charge a fee for their services.

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 the contract is terminated for any reason and even if you choose to appoint another intermediary in our place during the currency of your policy.

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 contact us for more information.

9. Fees in Lieu of Commission

If you are a Commercial Customer we may, with your agreement, decide that rather than receive a commission from your insurer(s) we will charge you a fee (called a 'Fee in Lieu' or 'FIL') for our services. Where this happens, we will provide you with a FIL Agreement that clearly notes which insurance policy(ies) are within scope of that agreement. The FIL Agreement will also explain clearly the services we will provide to you in return for that FIL. The scope of services in the FIL Agreement will (where duplicated) take precedence over the description of services provided elsewhere in this document. We will make the Insurers aware that the policies 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 insurances 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 the policy(ies) 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. We will not usually agree a FIL for Consumers.

10. Protecting Your Money

The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:

Any premium money it has received from you to the insurer; or any claims or return premium monies that it has received from the insurer to you.

We are governed by strict rules pertaining to client money, set down by the FCA. Where we hold monies in a client bank account, we may earn interest on monies held, which will be retained by us.

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.

Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we generally hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer. If we are not acting as an agent of the insurer when we receive your premium, we shall hold it as client money in your trust for you within a client bank account with an approved bank. Our client bank account(s) may contain other clients' money and money we hold as an agent of insurers. In line with strict FCA rules, our client bank account(s) is/are rigorously monitored in order to segregate and safeguard client money. We reserve the right to retain interest earned on our client bank accounts.

We are permitted to advance credit to other customers from monies we hold in a non-statutory trust client bank account. A copy of the trust deed under which our non-statutory client bank account has been established is available on request. You must notify us if you do not wish your money to be handled in this way.

We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction.

12. Payment to Third Parties

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.

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 and 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 may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

13. Security of Insurers

We will endeavour to check the financial security of all insurers by using industry rating agencies information where available however we cannot guarantee the future solvency of any insurer we place business with.

14. Documentation

Policy documentation will be issued to you in a timely manner and as soon as reasonably possible.

You must comply with the terms and conditions of your insurance 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. Your insurance 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 could provide you with a specimen or standard policy.

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 decide to make a claim against their employer for the period they were exposed to the cause of their illness.

When a policy is issued, you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you have purchased. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.

15. Terms of Payment

You must pay the amount due in cleared funds in accordance with the payment dates specified on our invoice. Failure to make payments on time may lead to insurers not effecting or cancelling your policy.

We may at our 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.

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 three ways; Where the premium refunded is less than £10, we will retain that refund in full; Where the premium refunded is more than £10, we will refund you the premium, but net of any commission that the Insurer would otherwise ask us to pay back to them. This is because the majority of our costs are incurred at new business or renewal; and Where you are a Consumer and have exercised your 14 day cancellation right in clause 7, we will pass on the entirety of any insurer refund to you, but will still charge you an administration fee in recognition of the work undertaken. You can still cancel your insurance after the expiry of your 14-day cancellation right in clause 7, but if you do, refunds will be determined in accordance with the other provisions of this clause.

16. Instalments

Providing that you meet the finance provider's criteria you may usually choose to pay by instalments. We primarily use BNP Paribas and Premium Credit Limited as finance providers for our customers. If we deal with other providers, we will disclose this to you.

If you use a finance company such as BNP Paribas or Premium Credit, then this is an independent loan. If, for example, you decide to cancel a policy or your insurer becomes insolvent, you will still be required to make the agreed repayments. [If you do not continue to pay your instalments your insurance may be cancelled.] A document will be provided for you by the finance provider outlining the terms of the finance agreement and it is important you read this.

Please note instalment facilities are not available for all the cover types we arrange and/or services offered.

17. Taxation

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.

18. Your Instructions

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.

You may instruct us by e-mail, by telephone or during face-to-face meetings, however, any changes requested 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. 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.

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.

We do not ordinarily issue receipts or acknowledgements unless specifically requested by you in writing.

19. Claims

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, an insurer may refuse to deal with your claim or reduce the amount that you receive from them. Please note that your policy 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. 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.

We may charge you a fee for this service 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.

20. Renewal of your Policy

We will endeavour to provide you renewal terms within a reasonable period or notify you that renewal is not being invited. Attached to the renewal terms will be a statement of any changes to the terms of the 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 obligated to renew on your behalf. If we have assumed that renewal is required, where your instructions were not received, you may be liable to make payment to us/Insurers.

21. Complaints

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. If your complaint is regarding ourselves, please contact us in person or by telephone, email or in writing using the contact information stated on the documentation accompanying this Terms of Business or email richard.king@knightwood.co.uk We will promptly acknowledge your complaint in writing.

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 Services (FOS). Details of this will be provided to you in our response. A copy of our complaints procedures is available on request.

22. The Financial Services and Compensation Scheme (FSCS)

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,

insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS and can be found on their website www.fscs.org.uk. The FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, liability of ships and credit.

23. Data Protection

We are registered with The Information Commissioners Office in the UK and we undertake to comply with the most current Data Protection Act and regulations in all our dealings with your personal data. Your personal information will be kept secure.

Our Data Protection Officer's contact details are: **Data Protection Officer, Windover House, St Ann street, Salisbury, SP1 2DR** We collect your personal data for use by **Knightwood Financial Solutions Ltd** and subsidiary companies. We use this personal data for the provision of information or to fulfil the requirements of a contractual or service relationship which may exist between you and our organisation. In addition, special categories of personal data such as data about your health and criminal convictions may be processed on a public interest basis if this is necessary for insurance purposes.

If you provide personal data to us relating to any person other than yourself, you must ensure that they understand how their personal data will be used and that you are authorised to disclose it to us, and to consent to its use on their behalf.

Your data may be passed on to other insurance service providers and claim management companies to fulfil the contract or service.

We may share your information with credit agencies and other companies for use in credit decisions, for fraud prevention and to pursue debtors. Specifically, if you ask us to arrange finance for your payment of premium, the companies we ask may perform a credit check. This may happen at inception and each renewal of the policy. If you ask us to obtain insurance on your behalf outside of the European Union, you accept that personal data associated with that policy will be covered only by local data protection law and will not be covered by European or UK data protection regulations.

We may use your personal data for other similar purposes, including marketing and communications, but that will only occur if we have your consent or another legal justification for doing so. You have a right at any time to stop us from contacting you for marketing purposes.

Please be aware that telephone calls may be monitored and/or recorded.

You have the right to request access to any of your personal data we may hold. If any of that information is incorrect, you can request that we correct it. If we are not using your information correctly, you can request that we stop using it or that we delete it completely.

If you would like to make a request to see what personal data of yours, we hold, you may make a request to our Data Protection Officer using the details above.

Where we have asked for your consent to use your personal data, you have the right to withdraw that consent at any time. If you withdraw your consent, we will stop using your personal data where legally possible. Any processing undertaken before your withdrawal remains valid and lawful.

24. 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.

25. Money Laundering/Proceeds of Crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Claims payments will be made in favour of you, the insured.

26. The Criminal Finances Act 2017

We are committed to a zero tolerance towards tax evasion, bribery, fraud, corruption, money laundering, terrorist financing and other financial crimes.

The new corporate offence of 'failure to prevent the facilitation of tax evasion' was introduced by the Criminal Finances Act 2017 (CFA). In accordance with the new legislation, our processes include reasonable procedures to prevent the facilitation of tax evasion as well as other financial crimes. The CFA puts responsibility on firms to comply with this legislation, and we expect all commercial customers to comply with the requirements of the CFA.

27. Sanctions and/or Embargoes

If sanctions and/or embargoes are imposed by Governments, and/or banks elect not to handle insurance transaction monies in respect of various countries or persons in such countries, this may restrict the provision of insurance cover, services that can be provided or the movement of monies under such cover. In performing our duties, following from the above, we may have to: advise you that our bank(s) have elected not to handle monies relating to your transaction which will prevent the provision of cover and related services; suspend any movement of funds until a relevant governmental body confirms that no sanctions/embargoes have been breached and/or a licence can be issued by the relevant authority; and advise you that some insurers may seek to cancel cover if they believe there has been a sanctions/embargo breach. We will use reasonable endeavours to warn you should we become aware that an issue may impact upon the insurance we place on your behalf or restrict the payment of any premiums or claims.

28. Liability for Directors, Officers or Employees

You acknowledge and agree not to make any claim personally against any employee, director or officer arising out of the work and 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.

29. Setting Sums Insured, Policy Estimates and Indemnity Values

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.

30. Other Services

We endeavour to give professional insurance advice. However, our advice and our service to you under these Terms of Business do not take into account Health and Safety Consultancy, or employment law considerations. We can provide you with access to specialist staff in Health and Safety Consultancy, or employment law advice, at your request. In this event, specialist staff will work for you in accordance with a separate and more specific Terms of Business Agreement.

Insurance Broking staff can take instructions from you on Insurance Broking Services only. You must instruct Health and Safety Consultancy or employment law specialists directly. Insurance advice may differ from or conflict with other advice which you may receive. In this event, you need to let us know in order that we can help you deal with any such conflict or difference.

31. Committal to Terms

This agreement shall become effective between both parties when cover is affected and supersedes all previous agreements whether oral or written. This agreement shall be subject to English law with the exclusive jurisdiction of the English courts. Please contact us immediately for questions on these terms.

32. Termination of this Agreement

You may cancel these Terms of Business with us at any time. If you do so, we will continue to be entitled to receive any fees or commissions payable. We reserve the right to resign as your broker. If policies are to be cancelled, due notice will be given in accordance with the terms of the insurance policies. We will continue to fulfil any outstanding regulatory responsibilities to you following termination of these Terms of Business.

33. General

Each of our rights or remedies is without prejudice to any other right or remedy we may have whether under a contract or not.

All customers are responsible for their compliance with applicable laws. Should we suffer financial loss as a consequence of a customer's failure to adhere to applicable laws we may pursue damages to the extent of the loss.

Our failure or delay in enforcing or partially enforcing any provision of a contract will not be construed as a waiver of any of our rights under a contract.

34. Confidentiality

We agree to keep all information provided by you to us confidential, save that you authorise us to:

- a. discloses 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;
- b. shares 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.

However, we will not be bound to keep any information confidential where it is or becomes in 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.

35. 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.

36. Waiver

Your rights and our rights under these Terms of Business may be waived if specifically agreed in writing by you and us but not otherwise.

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