

Retail Terms of Business

The purpose of this document is to set out our professional relationship and the services we will provide to you. This is our standard client agreement upon which we intend to rely ("**Terms of Business**"). For your own benefit and protection you should read the terms carefully **and in particular, we would like to draw your attention to sections 7 ('Client money'), 13 ('Information and changes we need to know about') and section 17 ('Limit of liability')**. If there are any terms which you do not understand, please ask us for further information

Northwood Insurance Services is a trading name of Jelf Insurance Brokers Ltd (Reg No. 0837227), which is part of Jelf Group PLC, and is authorised and regulated by the Financial Conduct Authority (FCA). Not all products and services are regulated by the FCA. Our FCA reference number is 302751 and you can check our permissions on the FCA's website <http://www.fca.org.uk/register> or by calling them on 0800 111 6768.

Jelf Insurance Brokers Ltd is now an affiliate of Marsh Limited and part of the Marsh and McLennan group of companies. For the purposes of this agreement, the terms Jelf 'group' and 'affiliate' includes Marsh Limited and the Marsh and McLennan group of companies.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

Please note: not all products and services offered are regulated by the FCA. We will tell you where this is the case.

1. Our service

We are an independent insurance intermediary and risk consultant, and will act on your behalf in arranging your insurance requirements. However, in certain circumstances we may act for or owe a duty of care to other parties such as insurers. We will inform you when these circumstances occur so you will be aware of any possible conflict.

Insurance policies taken out, amended or renewed through our **online service** (i.e. without speaking to one of our advisors) will be on a **non-advised basis**. This means information will be provided in order for you to make an informed decision about any insurance transactions undertaken by you. You should therefore ensure such transactions are suitable for your needs.

If you speak to one of our advisors about taking out, amending or renewing your policy, then you are likely to do so on an **advised basis**. This will include the provision of advice and recommendations where appropriate, in order to ensure insurance discussed is suitable for your needs.

We offer a wide range of products and our service may include:

- advising on and recommending insurance cover following an assessment of your demands and needs;
- negotiating terms on your behalf with insurers;

- providing you with sufficient information so you can make an informed decision as to which policy you want;
- making arrangements with the insurer for your policy to start; and
- helping you with any on-going changes you have to make and providing assistance should you need to make a claim.

Depending on the type of cover you require, we will either:

- look at a **range of insurers** that is representative of the insurance market; or
- select from a **limited panel** of insurers; or
- offer you a contract from a **single insurer**.

We will confirm which one of these applies before we arrange your insurance contract. A list of the insurers considered will be available on request.

Jelf is a Chartered Insurance Broker and a member of the Chartered Insurance Institute (CII). As a client, you can request access to one of our ACII qualified chartered brokers. You can request this via your usual contact or a full list of our chartered staff is available at www.jelfgroup.com/chartered.

2. How we are paid

In most cases we are paid by commission from the insurer but in some circumstances, we may charge you a fee instead of commission or a combination of both.

We will also make individual charges of £25 to cover the costs associated with administering your insurances – e.g. arranging a new policy, making mid-term changes to your policy, short period or mid-term cancellations, renewals, replacement or duplicate documents and for other administrative tasks. We will advise you of the amount of fee before you become liable to paying it.

In addition to commission payments and/or client fees, we may also receive remuneration for certain consultancy, administrative and other services provided to insurers (e.g. risk management services or claims preparation) or income derived from the arrangement of finance or other services with third party suppliers.

If you make a change, or cancel your policy mid-term which results in a return of premium, we will retain any commission and/or fee amount to cover our administration and advisory costs. This amount will be specified to you during the transaction process.

If you would like details of how much commission we earn for arranging your policy, please let us know.

3. Premiums

You must settle the premium(s) due in cleared funds in accordance with the amounts and payment dates specified in our correspondence with you. Failure to meet the payment dates may lead to insurers cancelling your policy, thus leaving you without insurance cover. A charge may apply to payments made by credit card and this will be confirmed to you at the time of incepting or renewing your insurance.

Please also note that your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

4. Premium financing

For the purposes of arranging premium finance, Jelf Insurance Brokers Ltd acts as a credit broker. We work exclusively with Close Brothers Ltd, trading as Close Brothers Premium Finance ('Close') and Premium Credit Ltd ('PCL') to provide a premium finance facility to our insurance clients – a loan with Close or PCL is designed for the repayment of insurance premiums only. We will provide you with information about this payment option on a non-advised basis – i.e. we are not providing you with advice as to the choice of finance provider or the suitability of the premium finance product and you will need to make your own decision about whether to proceed. If you do elect to finance your premium payments via Close or PCL, Jelf Insurance Brokers Ltd will receive a payment in return for the work that it undertakes on behalf of the finance provider. Acceptance is subject to status and terms & conditions apply and Close or PCL may undertake an enquiry with a credit reference agency such as Experian when you make an application. The credit reference agency will add details of the search and the application to their record about you whether or not

the application proceeds. Further details will be provided when an application for finance is made. Insurers own credit facilities may also be available if appropriate.

5. Awareness of policy terms & conditions

When your policy is issued, you are strongly advised to read it carefully as it is that document, along with the schedule/certificate, that details the policy terms and conditions of the insurance contract you have purchased. You should make sure the documents are accurate and contact us if they contain any errors. If you are in any doubt over any of the policy terms or conditions or you do not understand them, please ask a member of our staff for further clarification.

6. Claims service

As part of our service, whilst we are your appointed broker, we will help you submit a claim on your policy to your insurer but it remains your responsibility to have read, understood or queried all documentation upon receipt. We may also provide a claims handling service but should we do so, we reserve the right to charge a reasonable fee for our services. In the event that we no longer act as your appointed broker, we may provide (at your request) a claims handling service or if we are already providing one, continue to provide a claims handling service but in each case, subject to payment of a reasonable fee.

All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. If you are unsure whether a matter constitutes a claim or not, please contact us and we will advise you. Delay on your part in notifying a claim and/or completing required forms will risk a loss you suffer not being paid in part or in full. You should not, however, admit liability or agree a course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your insurer.

7. Client money

Client money is money that we receive and hold on behalf of our clients over the course of our relationship such as premium payments, premium refunds and claim payments. We hold this either on your behalf or on behalf of your insurer(s) as determined by the agreement we have in place with each insurer.

In most cases we will have an agreement with the insurers where we act as agent for the insurer and any money received by us will be treated as if it has been received by the insurer and the insurer will bear the risk of any losses in the event that our firm becomes insolvent. In the same way, we may also have an agreement with the insurer that any claims money or premium refunds received by us from the insurer will not be treated as received by you until they are actually

paid over to you. We may hold both Insurer and client money in the same bank account, but when this happens insurers will have previously agreed that any claim by you on monies that are client money will come before their claim.

In cases where we do not have such an agreement with an insurer we will hold your money in either a statutory or a non-statutory trust client money bank account. These accounts are governed by rules that seek to protect clients against any inability of an insurance broker to transfer premiums to an insurer, or to transfer refunds and/or claims money to a client.

The terms of a non-statutory trust account allow us to use the money held in trust on behalf of one client to pay another client's premium before it is received from that client and to pay premium refunds or claims before we receive payment from the insurer. This is in line with standard industry practice and we are not permitted to use client money for any other purpose. If you do not wish us to hold your money in a non-statutory trust account, please let us know.

Any commission due to us may be taken from the client money account and this may be taken before we pass the premium onto the insurer. If we earn interest on any money held in this account this will be retained by us and not passed on to you.

We may need to transfer money to another regulated company within our group of businesses where a combined payment is received from you for different insurance services provided by those companies. If we use a third party to place your insurance we may need to transfer your money to that party but we still remain responsible for your money until it is deemed to be received by the insurer. In some cases this may mean that your money is transferred to a third party outside of the UK where the legal and regulatory systems are different. If such a third party fails, your money may be treated differently than it would had the third party been in the UK.

If you do not want your money to be passed outside of the UK or if you have any other objections to this section, please contact us immediately. **If we do not hear from you we will assume you consent to us handling client money in this way.**

8. Cancellation rights

If you are a customer classified as a "consumer" (i.e. where you are acting for purposes outside of your trade, business or profession), you have the right to cancel your policy within 14 days of receiving your policy documentation. If you decide to cancel your insurance contract within this timeframe and you have not made a claim on the policy, you may be entitled to receive a refund of any premium paid less any reasonable costs incurred by the insurer in providing the cover. The terms of your policy may allow insurers to retain the premium in full or to charge short period

premiums in the event of cancellation before the policy expires – please check your policy documentation for further information or ask us for clarification. Please note our commission and, where appropriate, fees are fully earned from the date insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy.

9. Complaints

We are committed to providing our customers with a high standard of service but things can go wrong in any business. If for any reason we have not met your expectations please let us know by informing your usual contact or you can contact our complaints department on 01454 272727 or write to us at Complaints Department, Jelf Insurance Brokers Ltd, Hillside Court, Bowling Hill, Chipping Sodbury, Bristol, BS37 6JX.

Should you remain dissatisfied with the way we resolve a complaint, you may have the right to refer to the Financial Ombudsman Service, free of charge. Their address is:

The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR. Tel: 0800 023 4567.
Email: complaint.info@financial.ombudsman.org.uk.

Further information can be found on the Financial Ombudsman Service website. FOS Website: [http://www.fos.org.uk/](http://www.fos.org.uk)

10. Compensation

If we are unable to meet our obligations, you may be able to submit a claim to the Financial Services Compensation Scheme (FSCS). Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance (such as motor insurance), insurance advising and arranging is covered for 100% of the claim. For full details and further information please contact the FSCS helpline on 0800 678 1100 or visit their website www.fscs.org.uk.

11. Insurers

It is our normal practice to assess on a regular basis the financial strength of the financial institutions that we introduce to our clients. This process involves monitoring the financial ratings applied by independent rating agencies such as Standard & Poor's and Moodys along with other publicly available information.

The ratings applied to each firm are a reflection of the agencies' views on the medium to long-term ability of each firm to meet its obligations to its policyholders. Where an insurer achieves or exceeds our minimum requirements we place it on our acceptable list. It should be noted that whilst we take every care to promote only the strongest institutions, we are unable to guarantee the financial strength of any insurance company.

12. Quotations

Quotations are valid until the date cover commences up to a maximum period of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

13. Information and changes we need to know about

If you are taking out insurance **not** related to your business or profession, you must take reasonable care when providing any information, statements or answers to us or your insurer. Answers must be provided honestly and to the best of your knowledge and understanding at the time of arranging your insurance contract and throughout the term of the contract. Your attention is drawn to the importance of the declaration and signature on any proposal form or 'statement of fact' from your insurer. **If you do not answer the questions to the best of your knowledge, your policy may be cancelled or your claim rejected or not fully paid.**

14. Data Protection

14.1 The parties both warrant that they will observe the provisions of the Data Protection Act 1998 and any other applicable data protection laws, in relation to the agreement.

14.2 We believe that all personal data we request is necessary to conduct our business as an insurance intermediary and risk consultant. Personal data will only be used by us for general insurance purposes and for the purposes of providing consultancy services, including arranging insurance cover, handling claims, conducting internal compliance checks, facilitating premium finance arrangements, marketing and client profiling, research and statistical analysis, crime prevention, credit assessments and other background checks, internal record keeping and where we believe necessary in order to meet legal and regulatory requirements.

14.3 Providing the services may involve the disclosure of your personal data to insurers, outsourcers, sub-contractors, agents, and service providers, our affiliates, industry regulators and our professional advisors and auditors. We will also disclose your personal data to premium finance providers where you pay your premium through a premium finance facility, or where your policy is renewed automatically to avoid a lapse in cover and you have previously paid your premium through a premium finance facility.

14.4 Jelf may also disclose your personal data:

- a. to any law enforcement agency, court, regulator, government authority or other third party where we believe this is necessary to comply with a legal or regulatory obligation; and
- b. to a third party that purchases, or to which we transfer, part or all of our assets and/or business.

14.5 Depending on the circumstances, the disclosure of personal data (including sensitive personal data) detailed in clauses [14.3 and 14.4] may involve a transfer of data outside of the European Economic Area ("EEA").

14.6 Insurers and premium finance providers may carry out enquiries for credit referencing and fraud prevention purposes and in doing so may pass information, including personal data, to third parties and/or relevant agencies. You can ask insurers for more information about this. A record of the insurer's or premium finance provider's enquiry may be viewed by other companies if you apply for their services. These enquiries may include electoral roll and credit information. Insurers may also pass your personal data to re-insurers and/or loss adjusters.

14.7 By accepting this agreement you consent to the personal data you provide to us being used in accordance with this clause [14] and confirm that you have obtained the consent of any data subjects whose personal data you provide to us. Any person disclosing personal data to us must do so in compliance with all applicable data protection laws.

From time to time we may send you information about similar products or services offered by Jelf Insurance Brokers Ltd and/or other companies within the Jelf Group and/or its affiliates (of which we are a part) either by post, telephone or e-mail. If the product or service is offered by another company within the Jelf Group and/or its affiliates, we may pass your contact details to them so they can contact you directly.

If you would not like us, or any other company within the Jelf Group, to send you this type of information or if you would like further information on how your information is used and your rights to access information we hold on you, please advise your usual contact or you can write to the Data Protection Officer at dataprotection@jelfgroup.com or Hillside Court, Bowling Hill, Chipping Sodbury, Bristol, BS37 6JX.

15. Confidentiality

All information provided by you is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to our affiliates, agents and service providers such as loss adjusters and approved contractors etc.

We may:

- 15.1 Use your information to build databases and surveys for use only by us, our clients and insurers; and
- 15.2 Include, on an anonymous basis, information relating to your insurance programme in benchmarking, modelling and other analytics offerings.

More information regarding the databases, surveys, benchmarking, modelling and analytics referenced in clause [15.1] is available at the following web address:

16. Renewals

The information you have previously provided to us is what your insurance cover has been based on. Renewals are invited on the basis that there have been no changes in the risk or item being insured, other than those specifically notified to us or your insurers (see section on "Information and changes we need to know about"). It is very important that you check this carefully and confirm it remains accurate and complete. You should contact us immediately if the information is incorrect or if your circumstances have changed so we can update your details. **Failure to notify us or your insurer of any incorrect information or change in circumstances may lead to your policy being cancelled or your claim rejected or not fully paid.**

17. Limit of liability

Jelf Insurance Brokers Ltd's aggregate liability and the liability of Jelf Insurance Brokers Ltd to you, on any basis (including for example for breach of contract or negligence), arising out of or in connection with this agreement shall be limited in total: (i) for insurance broking services to the amount of £15,000,000; and (ii) for consulting services to the greater of £500,000 or ten times the total compensation paid to Jelf for providing consulting services. Jelf shall not be liable to you in any circumstances for any special, indirect or consequential loss. These provisions shall not apply to any liability which cannot lawfully be excluded or limited.

18. Termination of this agreement

These terms of business may be cancelled by either party by giving 7 days notice in writing to the other. You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and or fees payable in relation to insurance cover placed by us prior to the date of written termination of our authority to act on your behalf.

19. Entire agreement

These terms of business constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, (including but not limited to any terms of business that may have been previously sent to you by us), promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You acknowledge that in entering into these terms of business you cannot rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that are not set out in these terms of business. You agree that you shall have no

claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms of business. Nothing in this clause shall limit or exclude any liability for fraud.

20. Variation & amendments

No variation of these terms of business shall be effective unless it is in writing. Notwithstanding the aforementioned, you agree that we have a right to amend these terms of business by sending you either a notice of amendment in writing or a revised terms of business. Any amendment will apply in respect of any service transaction entered into by us after notice of the amendment or a revised terms of business is provided to you to the extent permitted by law.

21. Third party rights (excluding rights under the Contracts (Rights of Third Parties) Act 1999)

Except as expressly provided in these terms of business, a person who is not a party to these terms of business shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms of business. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this terms of business are not subject to the consent of any other person.

22. Money Laundering Regulations and Proceeds of Crime Act

You agree to provide such evidence and information about your identity, and that of your associates, as we may reasonably require in order to comply with our obligations under money laundering legislation and regulations and associated Proceeds of Crime Act. We are obliged to report to the National Crime Agency and/or appropriate law enforcement agencies any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

23. Anti-bribery and corruption

The parties agree that Bribery, as defined under the Bribery Act 2010, is prohibited. It is therefore agreed that neither party will request, accept, offer or provide any payment or other advantage, to or from any person, which, in the absence of documentation to demonstrate otherwise, can be perceived as capable of influencing any person connected with the activities of either party to act improperly in contravention of the Bribery Act 2010. It is also agreed that neither party will offer or provide payments or any other advantage to a government official or worker, in any country, with the intention to influence such official or worker in their capacity as such, and to obtain or retain a business advantage.

24. Economic or Trade Sanctions

Notwithstanding clause 18, we reserve the right to suspend or terminate these terms of business (in whole or in part) where we believe performance could be a breach of applicable economic or trade sanctions. We are unable to provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose us or our affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

25. Law & Jurisdiction

These terms of business shall be governed and construed in accordance with the laws of England and Wales. In relation to any legal action or proceedings arising out of, or in connection with, these terms of business unless otherwise agreed we both irrevocably submit to the jurisdiction of the courts of England and Wales.