

BRIDGE INSURANCE BROKERS LTD

TERMS OF BUSINESS AND INDEPENDENT INSURANCE BROKER STATUS



**FLORIGUARD
FREELANCERS**

1. Scope and Application

The purpose of this document is to set out our professional relationship and the services We will provide to you (other than any services provided under the terms of a separate written agreement).

You should read this document carefully for as well as setting out the terms of our relationship it contains details of our regulatory responsibilities.

If you do not object to our terms and conditions and use or continue to use our services then you will be deemed to have accepted these terms of business.

We specifically draw your attention to the following sections:

- Clause 12: Client money**
- Clause 13: Segregation of client money**
- Clause 14: Interest on client money**

This document is effective from January 2008 or whenever it is received (whichever is the later)

2. Definitions

(a) "We/Us/Bridge" means Bridge Insurance Brokers Ltd of Cobac House, 14-16 Charlotte Street, Manchester M1 4FL Telephone Number : 0161 236 6969 Facsimile Number : 0161 236 6745

(b) "FSA" means the Financial Services Authority of 25 the North Colonnade, Canary Wharf, London, E14 5HS Telephone Number : 020 7066 1000

3. Regulatory status

We are an independent insurance broker, authorised and regulated by the Financial Services Authority. Our permitted business includes arranging general insurance contracts, dealing in contracts of general insurance, assisting in the administration and performance of a contract of insurance and agreeing to carry on a regulated activity. Our FSA Register number is 308815. These details can be checked on the FSA's Register by visiting the FSA's website <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

We are required to comply with the FSA Regulations relevant to an insurance intermediary.

4. Our Services

We act as independent Insurance Brokers on your behalf and as your agent. We are subject to the law of agency, which imposes various duties upon Us. However, in certain circumstances We may act for or owe duties of care to other parties. We will advise you when these circumstances occur so you will be aware of any possible conflict.

Our service includes:

- Discussing and establishing your insurance needs
- Arranging appropriate insurance cover with insurers which meets your requirements
- Assisting you in making any necessary mid-term amendments or additions
- Advising and helping you with any claim you need to make

All quotations are valid for 30 days unless We inform you to the contrary and are subject to change in respect of the amount of premium indicated and/or the terms and conditions that are applied. We can only take instructions to effect a new policy or amend an existing policy from you or your authorised legal representative. As our business hours are 9am to 5pm Monday to Friday We are unable to arrange cover outside these hours and We would mention that appropriate time must be allowed to enable Us to discuss requirements with Insurers/arrange cover.

5. Awareness of Policy Terms

When policy documentation is issued you are strongly advised to read it carefully as the policy wording, schedule and any certificate of insurance form the basis of the cover you have purchased. We will bring all important terms, Conditions and Warranties to your attention but if you are in any doubt over these please contact Us to request clarification.

Warranties, Conditions Precedent and Conditions form the basis of the legal insurance contract between you and the insurers. Failure to comply with policy Warranties or Conditions may lead to a claim being repudiated, even if, in the case of Warranties, the breach is irrelevant to the loss.

In addition, where a breach of Warranty or certain Condition occurs, insurers have the right to void the policy in its entirety from inception or the date of the breach, again irrespective of its relevance to the loss. It is therefore vital to ensure that policy Warranties, Conditions Precedent and Conditions are read, understood and fully complied with. You must ensure that you understand all policy requirements and are able to follow these exactly – if not, please advise Us immediately.

6. Professional Indemnity

We exceed the minimum FSA requirements in respect of Professional Indemnity Insurance.

7. Disclosure of Information

It is important that you understand that any information, statements or answers made by you to Us or your insurer are your responsibility and must be full and correct. Your attention is particularly drawn to the importance of the declaration and signature on any insurers' proposal and/or claim forms as any failure to disclose any fact or circumstance material to the insurance or any inaccuracies or inadequacies in your answers may invalidate your insurance cover in part or in whole. A fact or circumstance will be material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether to take the risk. Unless you make a full disclosure of all material facts We will be unable to provide you with accurate advice and you may prejudice or forfeit your rights under the policy/ies arranged.

Please refer to the accompanying notes concerning disclosure.

You are advised to keep copies of documentation sent to or received from Us for your own protection.

If you fail to provide Us with adequate or correct information as and when We or any insurer requests it, We reserve the right to terminate the provision of services to you with immediate effect.

8. Insurer Security

We cannot and do not guarantee the solvency or continuing solvency of any insurer used and you should note that the financial position of an insurer can change.

A liability for the premium, whether full or pro rata, may arise under policies where a participating insurer becomes insolvent.

9. Communication

As We are not satisfied that e-mail offers a secure and accurate method of communication We consider the use of e-mail in the formation of contracts between Us and you involves a mutually unacceptable level of risk any instructions given by e-mail must be backed up by you immediately by fax transmission or letter.

Therefore no contract will be concluded between Us and you by e-mail.

In addition, whilst We are prepared to accept cover instructions via e-mail during the currency of insurance arranged by Us, We cannot accept liability for any loss or expense on your part arising from failure of transmission or receipt of such instructions.

We may communicate with each other by electronic mail, sometimes attaching further electronic data, where we have each expressed a wish for that to happen – this includes electronic invoicing.

By consenting to this method of communication We and you accept the inherent risks (including the security risks of interception of or unauthorized access to such communications and the risk of viruses or other harmful devices).

Notwithstanding that We and you have reasonable virus checking procedures, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and the Bridge system shall be deemed the definitive record of electronic communications and documentation.

10. Fees and Premium Payment

We will arrange premium collection by means of our debit/credit card facility. There will normally be no administration charge for this.

We reserve the right to make administration charges for issuing copy policies or certificates requested by other parties, such as solicitors or banks. Any such charge will be notified to you in advance.

In order to be able to offer you credit facilities We are registered under the Consumer Credit Act and our Licence Number is 042146.

For the avoidance of doubt, We have no obligation to pay any premiums on your behalf and have no responsibility for any loss which you may suffer as a result of Insurers cancelling the policy or taking any other prejudicial steps as a result of the late payment of such sums if such delay is attributable to you.

11. Our Remuneration

The method of remuneration for our services to you is either in the form of a proportion of the insurance contract premium paid by you and allowed by the insurer with whom the insurance is placed (known as the brokerage); a placement fee or a combination of both. Brokerage and fees are earned for the policy period and We will be entitled to retain all fees and brokerage in respect of the full policy period in relation to policies placed by us.

For related services We will agree a separate fee with you.

We may also receive "incentive" commission from insurers in recognition of profitability of our overall account, premium income volume or growth with them. Such commission may apply whether our remuneration method is by brokerage or fee. Your premium is not affected by our receipt of such commission.

In addition We will earn interest on insurance monies passing through our insurance bank account and may receive commission payments from premium finance providers.

Notwithstanding the existence of "incentive" commissions We recognise our overriding responsibility to promote your best interests in the selection of Insurers.

We may also act as a service provider to Insurers with whom insurance has been placed and receive remuneration by way of administrative fees or commission in respect of these services.

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.

12. Client money

Client money is money that We receive and hold in the course of carrying on insurance mediation activities on behalf of our clients.

We will hold any money received from you on behalf of an insurer or underwriter in accordance with a written agency agreement We have entered into with the insurer or underwriter. Where this happens the insurance company bears the risk of any losses as a result of the failure of the firm, or a bank or a third party to make a transfer of these funds, and the funds are treated as received by the insurer when they are paid to Us. In the same way, any claims money or premium refunds the insurer pays to Us will not be treated as received by you until they are actually paid over to you.

Any client money We hold on your behalf will be held subject to a statutory trust. The aim of the statutory trust is to protect you in the event of the failure of the firm, or the failure of the bank or a third party at which the money may be held. In such circumstances the firm's general creditors should not be able to make claims on client money as it will not form part of the firm's money. The fact that We hold client money on trust gives rise to fiduciary duties which will be owed to you until the client money reaches the insurer or product provider. The terms of the statutory trust do not permit Us to make advances of credit from the trust to meet your premium obligations before We receive premium payments from you. In the same way, We are not permitted to pay claims and premium refunds from the statutory trust before We receive payment from insurers. We are not entitled to use client money to pay commissions before We receive the relevant premiums.

13. Segregation of client money

We keep client money separate from our own money. We may do this by paying it into a client bank account.

14. Interest on client money

Any interest earned on client money held by Us and any investment returns on any segregated designated investments will be retained by Us for our own use.

15. Unclaimed client money

From time to time clients move addresses or for other reasons lose contact with Us. Where this occurs, and a balance is due to a client, We will continue to hold such money in a segregated account for a period of six years from the date of the transaction. After that period We will cease to hold that money as client money specifically allocated to the relevant client and may transfer it elsewhere. We will continue to maintain a list of transactions affected and undertake to make good any valid claims occurring after the six year period.

16. Payment to third parties

Under FSA regulations We must inform you that in arranging/managing your insurance requirements We may transfer money that you have paid to us as payment of an insurance premium to another insurance intermediary.

By accepting these Terms of Business you are giving your consent for Us to act in the manner described above.

17. Bank accounts

Client money will be deposited with one or more approved banks.

We may hold money in a bank account outside the UK. In such circumstances the legal and regulatory regime applying to the bank may be different from that of the UK and, in the event of a failure of the bank, your money may be treated in a different manner from that which would apply if the money was held by a bank in the UK. You may notify Us if you do not wish your money to be held in a particular jurisdiction.

18. Claims

You are responsible for notifying claims or potential circumstances that may give rise to a claim in accordance with the terms of the applicable insurance policy. In presenting a claim it is your responsibility to disclose all facts which are material to the claim.

Therefore, to ensure full protection under your policy or similar documentation provided you should immediately familiarise yourself with the conditions or other procedures relating to claims and claims notification. Failure to adhere to the notification requirements particularly with regard to timing requirements may entitle insurers to deny your claim.

Therefore, please take into account any claims reporting instructions provided as failure to report a claim in a proper and timely manner may jeopardize the operation of your cover. In addition you should retain copies of all insurance policies and documentation as well as claims reporting instructions, as you may need to report claims after termination of a policy.

You should not admit liability nor agree any course of action, other than emergency measures carried out to minimise the loss, until you have the agreement of your insurer.

For specific advice regarding a claim or potential claim We would ask that you contact Us without delay should a situation arise.

Where agreed We will provide a claims processing service for as long as you remain a client of ours. We reserve the right to charge a reasonable fee for our services. Any such fee will be notified to you in advance.

Settlement cheques will be forwarded to you promptly upon receipt at our office.

Claims payment will be made in your favour. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request.

In the event that an insurer becomes insolvent or delays making settlement, We do not accept liability for any unpaid amounts.

19. Confidentiality and security

We will treat all your information as private and confidential to Us and anyone else involved in providing your insurance, even when you are no longer a client.

Information that We acquire from you will not be disclosed, other than in the normal course of performing services on your behalf unless your consent has been obtained or if We are required to disclose it by the FSA, or by law.

We will take appropriate steps to ensure that any money, documents, other property or information that We handle or hold for you is secure.

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal information. Under the Act you have the right to request a copy of any data We hold about you in return for a small fee and to correct any inaccuracies in the information We hold about you.

20. Complaints

We recognise the importance of quality service and We set ourselves high standards but things can go wrong in any business and if for any reason We have not met your expectations We would like to know. Should this happen then :

- (i) In the first instance speak or write to the person who normally deals with your insurance. Your complaint will be acknowledged promptly advising who is dealing with the complaint and indicating when you may expect an answer. We will provide a formal written response within four weeks from the receipt of the original complaint. If the complaint cannot be resolved within this timescale We will write with an explanation as to progress and the likely timescale involved. We aim to provide a formal response to all complaints within eight weeks of receipt of the original complaint. Where this is not possible We will provide you with an explanation of why the complaint has not been resolved within this timescale and will give you a date on which We expect to be able to respond.
- (ii) If you remain unhappy please discuss the problem with our appointed Compliance Officer or a Board Director who will be pleased to investigate your complaint.
- (iii) If you are not happy with the response you receive under (i) or (ii) above, you may be entitled to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, telephone number 0845 080 1800.
- (iv) If your complaint relates to a contract of insurance you may direct your complaint to the Chief Executive of your Insurer as stated in your policy document. Your insurer also operates a complaints procedure details of which are shown in your policy documentation.
- (v) In the event of failure to resolve the dispute by your Insurer you may have the right to refer the matter to The Financial Ombudsman Service.

21. Limitation of liability

For the purposes of the following limitations of liability, "you" means you, the Client for whom we have agreed to provide services, and also includes, if We are found to owe any legal duties to them, any of your related or associated companies and/or any members, officers, employees or consultants of yours or any of your related or associated companies.

We will not be liable for any loss incurred as a result of the provision by you to Us of incorrect or inadequate information. You agree that you will not make any claim or take any action personally against any of our individual members, officers, employees or consultants. However, this does not alter any liability that We as a company may have for the negligence of any of these individuals.

We will not be liable to you for any:

- loss of anticipated revenue or savings or loss of profit;
- loss of contracts or business opportunities;
- loss of goodwill or damage to reputation;
- indirect, special or consequential loss or damage, costs, expenses or other such claims for compensation whatsoever (whether caused by our negligence of that or any of our individual members, officers, employees or consultants or otherwise) which arises out of or in connection with the services we provide, or agreed to provide, to you.

We are required by the FSA to maintain a certain level of professional indemnity insurance and in any event the total liability of Us and our members, officers, employees or consultants in respect of each and every claim shall be limited to the sum of £5,000,000. For these purposes, a "claim" means any claim or demand (whether for compensation, damages or otherwise) made by you against Us and/or one or more of our members, officers, employees and consultants. If a number of claims arise directly or indirectly from the same cause or event, then they will be treated as one claim, rather than a series of claims, and regardless of whether the multiple claims are made by the same or different claimants.

In relation to "Regulated Activity" as defined in the Financial Services and Markets Act 2000 (FSMA) We will only deal with third parties who are authorised and regulated to carry on such activities and will not knowingly deal with any unauthorised third party.

We will take all reasonable steps to check that any client or other party that requires authorisation under the FSMA to carry on their business is authorised and regulated to do so by the FSA. We do not accept any liability for the failure of any other party with whom We have a trading relationship to possess the necessary authorisation by the FSA or any consequences arising out of the failure of the third party to comply with FSMA or the rules laid down by the FSA.

22. No Waiver

If We fail, at any time, to insist upon strict performance of any of your obligations under these terms of business or if We fail to exercise any of the rights and remedies to which We are entitled under these terms of business this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by Us of any of these terms and conditions shall not constitute a waiver of any subsequent default. No waiver by Us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated by Us to you in writing.

23. Severability

If any of these terms of business are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

24. Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if We cannot meet our obligations. This depends on the type of business and the circumstances of the claim. For further information you can contact the FSCS helpline on 0207 892 7300 or visit their website at www.fscs.org.uk.

25. Notice

Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims.

26. Termination

Our services may be terminated for any reason either by you or Us in writing.

In the event that our services are terminated by you other than at the expiry of the relevant policy period or at renewal, We will be entitled to retain any and all fees or brokerage payable in relation to the relevant policy/ies, including any amendment, placed by Us prior to the date of termination. This will include any sums due in respect of any outstanding instalment(s) of premium and any premium payable in respect of any subsequent annual period forming part of an insurance agreed for a period of more than one year.

27. Law and Jurisdiction

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

28. Acceptance of these terms

Your acceptance of these Terms of Business does not affect your normal legal rights.

TOBFGF 10/08