

TERMS OF BUSINESS AGREEMENT (TOBA) FOR COMMERCIAL CUSTOMERS



Risk Management & Corporate Insurance Services Limited (RMCI)
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RMCI is a trading name of Risk Management & Corporate Insurance Services Ltd.
Registered in England No: 4127123 Registered Address: 3-4 Tannery House, Tannery Lane, Send, Surrey,
GU23 7EF. Authorised and Regulated by the Financial Conduct Authority (309725).

Please read this document carefully as it contains important information. This document sets out the terms of business on which we agree to act for you as a client. It contains details of our regulatory and statutory responsibilities.

This agreement will supersede any agreement previously in force. You should contact us immediately if you do not understand or you disagree with anything contained within this document.

ACCEPTING OUR TERMS OF BUSINESS

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of business. We specifically draw your attention to Section 4 - Your Duty of Disclosure and the sections Headed “Confidentiality and Data Protection” specifically the paragraphs explaining how personal and sensitive data will be used, “The Processing of your personal data” and the Section headed “Client Money”.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

1. OUR COMPANY & THE FINANCIAL CONDUCT AUTHORITY

Risk Management & Corporate Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (“FCA”). Our Financial Services Register number is 309725.

Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.

You may check this on the Financial Services Register by visiting the FCA’s website www.fca.gov.uk/register/ or by contacting the FCA on 0800 111 6768

We are committed to providing a high standard of professional service and to comply with the FCA Regulations relevant to an insurance intermediary which include the following:

- A firm must conduct its business with integrity and pay due regard to the interests of its customers and treat them fairly.
- A firm must conduct its business with due skill, care and diligence.

- A firm must pay due regard to the information needs of its clients and communicate information to them in a way which is clear, fair and not misleading.
- A firm must manage conflicts of interests fairly, both between itself and its customers and between a customer and another client.
- A firm which holds client money has to meet certain specified conditions.
- A firm must take reasonable care to establish and maintain systems and controls as are appropriate to its business.
- A firm must maintain and keep up to date a list of the insurance undertakings it selects from and be able to provide a copy of this list in a durable medium to a customer on request.

2. OUR RELATIONSHIP WITH YOU

As an independent intermediary we act for you as an agent and we are subject to the law of agency which imposes various duties on us. We may have arrangements with Insurers or others that we may use to meet your requirements in which case we will act for and owe duties of care to other parties. We will advise you in these circumstances and will ensure that any conflict of interests in such arrangements is properly managed so that we continue to act in your best interests.

If we propose using another intermediary to help place your business we will confirm this to you in good time before any arrangements are finalised.

In providing our service we may sometimes act as agent of the insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf.

We select products from a range of insurers but for certain products we only select products from a limited number of insurers or only offer products from a single insurer. We will give you further information about this before we finalise your insurance arrangements. Where we have selected products from a limited number of insurers you may ask us for a list of the insurers we deal with for these products.

3. YOUR INSURANCE ARRANGEMENTS

We offer access to products from a range of Insurers and the selection is based on our knowledge and experience of the market.

We will normally arrange cover for you and provide advice, products or information on the basis of fair analysis of the market by considering a sufficient number of Insurers that we feel are appropriate to underwrite the insurance cover you are seeking. Should we not advise you on the basis of analysing the market for a proposed insurance we will tell you the basis upon which we have advised you. We will provide you with a list of the Insurers considered in arranging your proposed insurance if you ask us to.

Typically our role is to advise you and after we have assessed your needs, to make a suitable recommendation. In some circumstances we do not provide advice and we will therefore confirm in separate documentation whether any advice or recommendation has been made before finalising your insurances.

We will advise and make a recommendation on cover for you after we have made an assessment of your insurance needs based on the information you make available to us. For certain classes of insurance we will ask you to complete a proposal form. We will be happy to provide any advice and assistance on the form but we cannot complete the form on your behalf. Please pay particular attention to the duties of disclosure (see Section 4) as it is essential that we and the Insurers are informed of all material facts before placing cover on your behalf.

We will provide you with either a verbal or written statement of our understanding of your demands and needs before concluding an insurance contract for you. If any of the information contained within the statement is incorrect it is important that you inform us immediately. If we recommend an insurance contract to you we will confirm why we believe the proposed insurance cover is suitable for your requirements. We will confirm if an insurance contract is not arranged on the basis of a recommendation from us, but based on your selection of a product or cover from your answers to certain questions such as those included in a proposal form.

To avoid any misunderstandings, you should provide your instructions to us in writing by completing our instruction form or by letter, facsimile or email 72 hours prior to inception and/or renewal. In urgent cases, where cover is required within 72 hours, we will of course accept verbal instructions, but we will request that they be confirmed in writing immediately. We are not able to take instructions left on voicemails or out of business hours. We are also unable to accept instructions until you have been provided with a

formal written quotation. Quotations provided may be subject to change in the event that you notify new material facts or claims or circumstances that may give rise to a claim between the offering of a quotation and the inception or renewal date of your policy. Underwriters typically reserve the right to amend, alter or withdraw terms in these circumstances.

Following your instructions we will arrange your insurance and keep you informed of the progress of our negotiations. If we are unable to obtain cover to satisfy your requirements we will advise you in writing of any inability to place your insurance. We will provide written confirmation to you that your insurance has been arranged. You must assume that we have not acted upon your instructions until you receive our written confirmation that we have acted upon them.

If you instruct us to arrange cover for a specific period we may enter into agreements in order to fulfil your instructions. You agree that this creates obligations on you to maintain and fulfil such agreements.

4. YOUR DUTY OF DISCLOSURE & RESPONSIBILITIES

It is your responsibility to disclose to Insurers, before the contract is concluded, any fact or circumstance which is known to you or ought to be known to you and which is material to the risk. All material information must be disclosed regardless of whether or not you have completed a proposal form. Information is material if it might influence the judgement of Insurers in determining the scope of cover, the price or whether or not to accept your risk. There is no duty on the Insurer to make enquiries and the burden falls upon you as the Insured.

It is your responsibility to act with utmost good faith and if any material information is omitted or misrepresented, Insurers have the right to void your policy and return the premium. The effect of this is that there is no longer an insurance policy and no claims will be paid. Insurers are also able to void cover from inception (the starting date of the policy) and seek repayment of claims they may have paid to you. Insurers may also impose special terms and conditions or even withdraw cover. It is therefore extremely important that attention is paid to the information which you provide to enable the Insurers to consider the risk and to the accuracy and completeness of that information.

You are responsible for providing complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal but it also applies throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree in the process of applying for insurance cover. If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid. You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and terms that apply. Particular attention must be paid to any warranties and conditions, endorsements and memorandum as failure to comply with them could invalidate your policy. Please inform us immediately of any changes in circumstances which may affect the services provided by your policy. If you are unsure about any matter, please contact us for guidance.

If you are unsure whether information or a change in circumstances may be material you should disclose it.

If you fail to disclose information, or misrepresent any fact which may influence the insurers decision to accept the risk or terms offered, this could invalidate the policy and mean that claims may not be paid.

The Insurance Act 2015 comes in to force on 12 August 2016 and changes the duty of disclosure to a duty to make a fair presentation of the risk. Contracts incepting 2016 after this date will be subject to this duty. You will still need to disclose all material information to (Re)insurer(s), having carried out a reasonable search of all information available to you, or if you are unsure of what is material you must give sufficient information to alert an (Re)insurer(s) to make further enquiries. In the event of a breach of the duty to make a fair presentation of risk the remedies available to (Re)insurer(s) will depend on whether the breach is deliberate or reckless or otherwise. For deliberate or reckless breaches the (Re)insurer(s) may avoid the contract, refuse all claims and retain the premium paid. For other breaches the remedy will depend on what the (Re)insurer(s) would have done had a fair presentation of the risk been made, if the (Re)insurer(s) would not have accepted the risk he can avoid the contract but must refund premiums paid. If the (Re)insurer(s) would have accepted the risk on other terms the contract is to be treated as if those terms applied, in the event that a higher premium would have been charged any claims payments can be reduced proportionately

5. COVER INFORMATION WE PROVIDE

We will provide you with sufficient information early enough for you to make an informed decision about the insurance being proposed before concluding an insurance contract.

We will explain to you the differences in and relative costs of the types of insurance that we think will suit your needs. We will explain the key features of the proposed insurance including:

- The type and basis of cover and its significant features and benefits.
- Any significant or unusual restrictions, exclusions, conditions or obligations.

We will provide you before the contract is concluded with a Demands and Needs statement which will confirm if we are providing an advised or non-advised service and the basis upon which we are acting for you.

We will provide you with a policy summary (Key Facts) and or full specimen policy wording prior to concluding your insurance contract and we will provide you with a full policy wording as soon as possible after concluding your insurance. We endeavour to provide you with as much information as possible prior to inception and/or renewal and provide policy documentation as soon as possible following your instructions to meet contract certainty.

6. CONFIRMATION OF COVER AND POLICY DOCUMENTATION

We will provide you with policy documentation and/or cover notes and/or written confirmation that cover has been arranged on your

behalf. This will include the basis of cover, details of the Insurer(s) involved, policy summary and our invoice. This will be issued in a timely manner and will normally be sent to you within five working days from the insurance contract being concluded.

On receipt of the above it is your responsibility to read and check the documents carefully. If any of the details of the cover are incorrect or not suitable for your needs, or the participating Insurers do not meet with your approval please advise us in writing immediately. In particular, you should advise us if any element of cover required is excluded or if the cover does not reflect the instructions you have given to us. Failure to do this could mean that your cover is insufficient or incomplete and might not provide you with indemnity in the event of a claim.

We will maintain records and retain documents for the insurances we arrange for you in line with FCA requirements in either electronic or paper format. For some classes of insurance it is possible that a claim may be made under a policy long after its expiry date and it is therefore important that you keep such documents safely. We will provide this service free of charge for as long as we remain your broker. We will automatically destroy records in line with FCA requirements unless you advise in writing otherwise.

7. RENEWAL AND MID-TERM ALTERATIONS TO YOUR INSURANCE

If you need to make any changes to your insurance cover during the period of your policy (mid-term changes) please instruct us in writing immediately so that we can advise your Insurers and obtain their approval. We may also need to seek further information from you. We will confirm the revised terms of cover in writing to you in good time following receipt of your instructions.

We will approach you for renewal information or provide you with renewal terms when we obtain these from Insurers and in good time (no less than 21 days) before the expiry of your existing policy. We will advise if renewal is not being invited (no less than 21 days before the expiry of your existing policy) and of any suitable alternate terms. We will also advise you of any proposed changes to the terms of the policy and its price.

Please remember that the duty to disclose all material information applies for any alteration, extension or renewal of your insurance contract.

8. PREMIUMS

We will provide you with an invoice detailing the premium due for your policy on confirming cover including any taxes that may be payable.

In some cases it may be beneficial to pay by credit/debit card directly with the Insurer concerned in which case we will notify you and you will be responsible for meeting the terms and conditions of such an arrangement over which we have no control.

You will be responsible for the prompt payment of all our invoices for premiums, duties, fees and tax to enable us to make the necessary payment to Insurers. Invoices can be paid to us only by cheque or BACS. In the event that you fail to pay your premium by the due date stated on your invoice or other policy documentation the insurance may be cancelled immediately by Insurers.

The acceptance by us of any payment from you does not constitute acceptance of any risk by Insurers or any commitment by us to arrange insurance cover on your behalf. Accordingly you should not assume that insurance cover is in place until you have received written confirmation of cover from us.

Premiums quoted are normally for a 12 month period but our invoice will detail the period applicable and Insurers do not necessarily allow any refund in the event that you cancel the insurance mid-term, depending on the class of insurance, whatever your reasoning.

For the avoidance of doubt, we have no obligation to fund any premiums, duties, fees & taxes on your behalf and have no responsibility for any loss which you may suffer as a result of Insurers cancelling the insurance or taking any other prejudicial steps as a result of the late payment of such sums if such delay is attributable to you. The premium will become due from the moment your insurance commences.

We shall be entitled (but not obliged) without notice to you to set off any amounts due to us from you against any amounts which we may receive on your behalf such as claims monies, refunded premiums and other sums.

In certain circumstances Insurers may impose a specific premium term whereby they require payment of the premium by a certain date. We must stress that breach of that term may enable Insurers to void the insurance from inception (the date your policy started). You will be responsible for the settlement of premiums in good time and no later than the settlement terms detailed on our invoice to you.

9. INSURER SECURITY

We use both UK and international Insurers to obtain the best terms for our clients. You should note that a different legal and regulatory regime may apply for non UK Insurers so your ability to enforce your legal rights or seek compensation may vary.

We will provide you with details of Insurers we use to insure your risk. We use our reasonable endeavours to protect your interests by reviewing and monitoring the suitability of all Insurers that we use. However, we do not guarantee the financial position and solvency of any market utilised and we cannot guarantee the future stability of any Insurer to meet its policyholder obligations. A liability for the premium, whether in full or pro rata, may arise for you under policies where a participating Insurer becomes insolvent. If an Insurer becomes insolvent we will inform you and seek instructions.

The final decision on the suitability of an Insurer therefore rests with you and if you have any concerns about the security offered please contact us in writing immediately.

10. CLAIMS

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

We will administer your claims fairly and promptly. It is important that you notify us immediately or as soon as possible of any claim you have or of any circumstance which could give rise to a claim. Most insurance policies require prompt notification of claims or

claims circumstances as a condition of the cover and some policies may specify a time period or format for notification.

Your policy documents will detail who you should contact if you have a claim and we will assist you in submitting your claim and in seeking settlement from Insurers unless insurers require direct claims reporting.

If an Insurer declines cover, delays settlement or becomes insolvent we will inform you and seek instructions. We do not accept liability for any unpaid amounts due from Insurers. We will also inform you if Insurers want you to notify claims directly to them. Clearly, if you then experience any problems in dealing with Insurers please contact us for assistance. Claims payments will be remitted as soon as possible after they have been received from Insurers. Claims payments may be delayed unless full payment of all outstanding premiums is met.

Should our services be terminated it will be necessary for existing claims files to be transferred to your new broker but, if you wish us to continue to handle existing/run-off claims on your behalf and, we agree to do so, we reserve the right to charge a reasonable fee for this service particularly where there is exceptional or significant claims activity or there are major losses on your account.

Claims payment will be made in favour of the policyholder. 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 writing.

11. HANDLING MONEY & CLIENT MONEY

Client money is money of any currency that we receive and hold in the course of arranging or administering insurance on your behalf or which we treat as client money in accordance with the FCA client money rules. A copy of these rules is available on request.

Client money will only be held on behalf of an Insurer in accordance with a written agency agreement. Client money will be deposited by us only with an approved bank. Any interest earned on client money held by us will be retained by us.

Our financial arrangements with most insurance companies are on a Risk Transfer basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. However if risk transfer does not apply, such monies will be held by us in a Statutory Trust account set up in accordance with FCA rules. Interest earned on monies held in such a statutory Trust will be retained by us.

For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

We will inform you if we intend to arrange an insurance contract on your behalf or transfer your money to Insurers using a third party such as another broker.

12. OUR COSTS AND REMUNERATION

Our remuneration in respect of the services we provide to you will be charged in the form of brokerage or commission paid to us by the Insurers underwriting the insurance, unless we have an arrangement with you that our services are provided for an agreed fee on terms and conditions agreed between us.

We may also receive remuneration by way of administrative fees.

We may also be entitled to benefit from:

Earnings which we are able to generate through management of cash balances held on behalf of Insurers and clients which are not identifiable to any specific account.

Please note that Insurers sometimes impose small additional charges to cover minor administrative issues.

We are entitled to take payment of commission or fees due on receipt of your premium. In either case we reserve the right to negotiate with you appropriate additional fee charges to cover administration, documentation, or other costs. This may include higher costs of claims handling for exceptional or significant claims activity or major losses.

Please also note that where we consider it in your best interests to do so we may use other insurance brokers/intermediaries to assist us in arranging and placing your insurance. These insurance brokers/intermediaries may earn and retain part of our remuneration and may charge Administrative and or cancellation fees.

Our remuneration is earned for the policy period or any longer period agreed between you and us. We reserve the right to retain all fees and brokerage in respect of the full policy period or any longer period of an agreement between you and us in relation to policies placed on your behalf. Our remuneration is earned at the time you instruct us to arrange your insurance.

We normally receive commission from insurers or product providers. We may also charge you for handling your insurances in accordance with the following tariff.

Existing Clients:

New Policy Administration	£95.00
Mid Term Amendments:	No charge
Policy Cancellations:	£ 35.00 (Others may also charge a fee).
Duplicate documentation:	£30.00
Renewals Administration	£95.00

Former clients:

Archive retrieval	To be agreed between us
Duplicate documentation	To be agreed between us
Claims Run off or file transfers:	To be agreed between us

You will receive a quotation which will tell you the total price to be paid and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

You are entitled at any time to request information regarding any commission we may have received as a result of placing your insurance business.

13. COMPLAINTS & COMPENSATION

We take complaints made against us very seriously and maintain a complaints procedure to ensure that complaints are dealt with promptly and fairly. A copy of our complaints procedure is available on request.

If you wish to register a complaint please contact our Complaints Officer:

In writing: RMCI
Complaints Department
3/4 Tannery House
Tannery Lane
Send
Surrey
GU23 7EF

By phone: Telephone: 01483479474

By E-Mail: r.manners@rmci.co.uk

When dealing with your complaint we will follow our complaint handling procedures for eligible and non- eligible complainants; a summary of these procedures is available on request. If you are still not satisfied, for eligible complainants you may be entitled to refer the matter to the Financial Ombudsman Service. (FOS)

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint

Consumers (private individuals)
Business employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding Euro 2M
Charities with annual income of under £1M
Trustees of a trust with a net asset value of under £1M

14. COMPENSATION SCHEMES

We are covered by the Financial Services Compensation Scheme (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. If you are eligible to claim from the FSCS, compensation is available as follows:

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

For compulsory classes of insurance (such as Third party Motor or Employers Liability) 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 on 0800 678 1100 (Freephone) or 02077414100 or www.fscs.org.uk

15. CANCELLATION CLAUSE

Your insurance contract may include a cancellation clause depending on the class of insurance. You will find full details of your cancellation rights, and any related charges which may be levied by your Insurer, in the policy documentation. In general, retail customers (as defined by the FCA) have 14 days to cancel their policy with effect from the later of either the day they receive

the full terms and conditions of their policy or the day the policy is sold. In either case this does not usually apply to policies of less than one month's duration or single trip travel policies. Please note that the above is by way of general guidance only.

Cancellation rights vary between Insurers and you must make specific reference to your Insurer's documentation if you are considering cancelling your policy. If you are a retail customer and you exercise your right to cancel your policy within the 14 day cancellation period you will be charged for the period during which you were temporarily covered and other charges may be applied to cover the Insurer's and our costs in arranging the cancelled policy.

In the event that you fail to pay your premium by the due date stated on our invoice or other policy documentation the insurance may be cancelled immediately by Insurers.

Once our remuneration has been earned, in the event that the insurance is cancelled or transferred after inception and/or renewal, we reserve the right to retain such remuneration.

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or the insurer concerned.

In the event of cancellation, additional charges for our services will apply in accordance with the Tariff of fees identified in Section 11 "Our costs and remuneration"

16. MONEY LAUNDERING/PROCEEDS OF CRIME ACT

We are obliged to take reasonable steps to safeguard our company and our clients against the risk of financial crime. In order to help us achieve this we may need to ask you to provide us with additional information relating to any insurance transactions you ask us to undertake on your behalf.

17. CONFIDENTIALITY AND DATA PROTECTION

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will include information relating to your name, address, date of birth and contact details and health and criminal offences.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out of receiving such communications by emailing enquiries @rmci.co.uk

In processing personal data for insurance purposes about health or criminal convictions, we will only do so to enable us to provide our service to you and on the basis of it being in the public interests.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firmness associated with us and with other authorised third parties and service providers such as insurer' and other intermediaries, where we are entitled to do by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention period to object to the processing and to place restrictions on processing, to request copies of data and to request deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact us

In writing Data Privacy Representative
RMCI
3/4 Tannery House
Tannery Lane
Send
Surrey
GU23 7EF

By phone: Telephone: 01483479474

By E-Mail: r.manners@rmci.co.uk

How we process your data is detailed within our Privacy Notice.

18. PROFESSIONAL INDEMNITY INSURANCE

We carry professional indemnity insurance as required by the FCA.

19. AMENDMENTS TO AND TERMINATION OF THIS AGREEMENT

In the event that our services are terminated for any reason we reserve the right to retain any remuneration received or to claim any remuneration that is still payable.

Subject to your immediate settlement of any outstanding premiums and fees you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt

In circumstances where we feel we cannot continue providing services to you we will give you a minimum of 7 days' notice. Valid reasons may include but are not limited to non-payment of premium or fees, commission clawback by insurers where instructions are given to another party to handle your insurances, failure to provide requested documentation or information, deliberate failure to provide comply with terms set out within this Terms of business or insurers documentation, deliberate misrepresentation or non-disclosure or attempted fraud. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of the

relationship and we will be entitled to retain commission received for conduction these transactions, together with all fees charged for services provided.

A failure at any time by us to enforce any right or obligation shall not be deemed to be a continuing waiver of such right or obligation. No amendment or variation of this Terms of Business Agreement requested by you shall be valid unless confirmed in writing by our duly authorised Officer. We reserve the right to amend this Terms of Business Agreement at any time during our appointment (including, for the avoidance of doubt, during the term of your insurance) by giving you not less than 7 days written notice. We may freely assign or delegate all or any part of this Terms of Business Agreement and/or the services to any third party.

20. GOVERNING LAW AND JURISDICTION

Risk Management & Corporate Insurance Services Limited (RMCI) undertakes its activities as an insurance intermediary in accordance with the laws of England and Wales.

Any disputes and this Terms of Business Agreement will be governed by 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 this Terms of Business Agreement we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

21. LIMITATION OF LIABILITY

- a) We will not be liable to you for any direct or indirect losses, damages or costs or expenses incurred or suffered by you as a result of or in connection with any service that we provide to you hereunder unless arising directly from our negligence, wilful default or fraud (or that of our Directors, officers or employees).
- b) In no circumstances will we have any liability for consequential or special damages, loss of profit or loss of goodwill, howsoever arising.
- c) Without prejudice to any other provision in this clause 21, if you suffer or incur losses, damages, costs or expenses as a result of or in connection with any service that we provide to you hereunder

otherwise than as a result of our wilful default or fraud, you agree that our total liability to you for such losses shall not exceed £2million.

- d) Nothing in this agreement will limit, or will be construed as limiting, our liability for death or personal injury resulting from our negligence.
- e) Nothing in this agreement will exclude or restrict our duty or liability that we may owe to you under the regulatory system as defined in the FCA rules.
- f) We will not be liable to you for any losses, damages, costs or expenses incurred or suffered by you as a result of our use of faulty computer systems or software supplied to use by a third party.
- g) we shall not be liable to you for any partial or non performance of our obligations hereunder by reason of any cause beyond our control, including without limitation any breakdown, malfunction or failure of transmission, communication or computing facilities, industrial action, Acts and Regulations of any government, supra national bodies or authorities or the failure of any relevant third party, for any reason, to perform its obligations to us.

For the avoidance of doubt, nothing will for the purposes of this clause 21, be taken to be beyond our reasonable control if it results from:

1. Our failure to have available and use appropriate equipment for the purposes of fulfilling our obligations under this Agreement. Maintained to proper standards of market practice;
2. Our failure to use reasonable skill and care and to act in good faith in performance of our obligations under this Agreement.

22. CONFLICT OF INTERESTS

Occasions can arise where we or one associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out instructions and we will detail the steps we will take to ensure fair treatment.

If you need any further clarification of the above please just contact us.

I/We confirm that I/we acknowledge receipt and that I/we have read, understood and accept the above terms and conditions.

Signed:

Dated:

Client Name: