



TERMS OF BUSINESS

Important Notice to Customers

PLEASE READ CAREFULLY

TERMS OF BUSINESS

PLEASE READ THIS DOCUMENT CAREFULLY, PARTICULARLY SECTIONS 3c, 4 & 5. IT SETS OUT THE TERMS ON WHICH WE AGREE TO ACT FOR OUR CLIENTS AND CONTAINS DETAILS OF OUR REGULATORY AND STATUTORY RESPONSIBILITIES. PLEASE CONTACT US IMMEDIATELY IF THERE IS ANYTHING IN THESE TERMS OF BUSINESS WHICH YOU DO NOT UNDERSTAND OR WITH WHICH YOU DISAGREE.

1. Broker Information

Perkins Slade Limited of 3 Broadway, Broad Street, Birmingham B15 1BQ is an independent insurance broker. We are authorised and regulated by the Financial Services Authority (FSA). Our permitted business is arranging general insurance contracts and our services include risk management, insurance review and advice and many related services. Our FSA Registration Number is 302886. 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. These include the following:

- To conduct our business with integrity, and pay due regard to the interests of our clients and treat them fairly.
- To conduct our business with due skill, care and diligence.
- To pay due regard to the information needs of our clients and communicate information to them in a way which is clear, fair and not misleading.
- To manage conflicts of interest both between ourselves, our clients and also between a client and another client.
- To hold client money to meet certain specified conditions.
- To take reasonable care to establish and maintain such systems and controls as are appropriate to our business.
- To maintain and keep up to date a list of the insurance undertakings we select from and be able to provide a copy of this list in a durable medium to a customer on request.

Perkins Slade Limited conforms to FSA requirements in respect of Professional Indemnity Insurance.

Perkins Slade Ltd also places business with Insuresport Mutual Limited for specific Sports, Recreation and Leisure based activities. This company ("IML") falls outside the scope of the Financial Services Authority ("FSA") as it is a members' only organisation for specific clients, although we will ensure that clients receive the high standards of care and competence demanded by the FSA. As IML is not regulated by the FSA, its members are not entitled to the FSA Complaints Procedures, or to the Financial Ombudsman Service (FOS), or the Financial Services Compensation Scheme (FSCS) referred to in sections 11 and 12 of this document. We will of course ensure you are given full details if this cover is offered or included within your arrangements'

2. Scope of Agreement

In the absence of an agreement to the contrary, this agreement records the scope of the services that Perkins Slade Limited are to provide to you as well as other terms and conditions that shall form part of the basis of our appointment as your insurance broker.

3. Perkins Slade Limited Responsibilities

3.a Our Role & Service

As independent insurance brokers we 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 seek insurance from (Re)Insurers who meet our minimum financial guidelines for usage, and will not utilise any other security unless we receive written instructions from you. We cannot and do not guarantee the solvency or continuing solvency of any (Re)Insurer used and do not accept liability for any losses arising in this regard.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating (Re)Insurer becomes insolvent.

It is our policy to provide advice or information on general insurance products that are available after having undertaken either a fair analysis of the market, a review of a limited number of insurers, or terms provided by a single insurer. We will advise you which approach has been undertaken. When a recommendation is for a product that has not been selected on the basis of a fair market analysis, we will, on request, provide you with a list of those insurers from whom we have made our selection. Where we have utilised the services of a wholesale broker or underwriting agent to place your insurance, we will identify both the insurance company and the wholesale broker or underwriting agent.

For certain classes of business, we have negotiated preferential terms and conditions with dedicated insurers and we may deal with them, or a sole insurer, exclusively. When our recommendation is provided in these circumstances we will advise you accordingly.

Our service includes –

- Advising you and making a recommendation to you after we have assessed your needs. This will include the type of cover you seek together with the costs; where required you will be provided with a statement of your demands and needs prior to conclusion of the contract.
- Preparing market presentations and negotiating the most appropriate terms;
- Arranging cover to meet your specific requirements;
- Preparing documentation where this is our responsibility;
- Checking the accuracy of those policies received from your Insurers relating specifically to our placement;
- Upon notification from you, promptly processing claims, or recording circumstances which might result in a claim where the Insurer has not taken that responsibility;
- Notifying your Insurers of any alteration(s) to an insurance policy we have placed on your behalf, that you have instructed us to make.

In addition, where advised to you separately, our services could include:

- Maintaining contact with you during each year of insurance to ensure your Insurance Programme continuously reflects your needs;
- Discussing your renewal requirements;
- Implementing an appropriate claims recording system to meet your requirements;
- Reviewing claims with you and your Insurers.

NB. Various web sites providing Perkins Slade products are managed on our behalf by third party suppliers. Such products are sold on a non-advised basis and we will not make a recommendation to you and you must determine their suitability for your demands and needs.

3.b Quotations and Policy Renewals

Unless otherwise advised any quotation given by us will remain available for acceptance for a period of thirty (30) days from the date of issue of the quotation.

When your policy is due for renewal, you will be provided with renewal terms in good time before expiry of the current policy, or notified that renewal is not being invited.

3.c Our Charges

- (i) Our remuneration may be as a fee payable by you, or as brokerage (commission) which is a percentage of the insurance premium paid by you and allowed by the Insurer with whom the insurance is placed. We draw down our commission when we receive the premium from you and before payment of the premium to the Insurer.

Prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission which we receive from underwriters.

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.

You will be advised if we are charging you a fee, prior to your acceptance of the insurance contract.

We reserve the right to make charges in addition to any insurance premiums, for arranging, amending, renewing and cancellation of any policy of insurance or any significant work we might undertake on your behalf. These charges will always be advised to you before the purchase of insurance and shown separately on our invoices.

- (ii) In addition to client fees and/or brokerage payments, we may receive remuneration by way of administrative fees or services provided to certain Insurers.

We may also benefit from:

- Income derived from the profitability of our account placed with a certain Insurer and its underwriting performance, which is not identifiable to any specific client;
- Income derived from the volume of our account placed with certain insurers, which is not identifiable to any specific client;
- Income derived from the volume of our account placed with certain insurers combined with its underwriting performance, which is not identifiable to any specific client.
- Interest 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 client;

- Income derived from the size of our account placed with finance or other third party suppliers.

We undertake further work on behalf of some Insurers by underwriting the risks and preparing and issuing insurance documentation to our clients. In such cases, our normal commission is supplemented by Insurers for the services we provide on their behalf, to partially offset our costs in undertaking the additional work.

These arrangements do not affect the recommendations we make to you, which remain wholly based on the Insurer's match to your demands and needs.

We may also act as Reinsurance Brokers to Insurers with whom we have placed your insurance or reinsurance. Any such placement is a separate contract subject to its own terms and conditions, including those relating to remuneration, and do not affect the recommendations we make to you.

- (iii) Brokerage and fees are earned for the policy period and we reserve the right to retain all or part of any commission earned on any premium subsequently returned.

3.d Confirmation of Cover

Cover under an insurance policy will be effective from the date Perkins Slade Ltd (or the relevant (Re)Insurer) confirms to you that the cover is in force.

We will provide you with written confirmation and details of the insurance that has been effected on your behalf, as well as the Insurers who have subscribed to the risk. Please review coverage as recommended under 4.c.

3.e Policy Wordings and other Documents

We will seek to have the wording of (Re)Insurance contracts agreed prior to inception of the policy. On completing the placement of a policy we will forward all relevant documentation as soon as possible.

3.f Our Claims Handling Services

Where we are to handle claims we will do so fairly and promptly and will keep you informed of progress. Unless otherwise agreed, or because market practice determines otherwise, we will provide our claims handling services during the policy period for the policies placed by us. Our claims handling services include, upon receiving the required information from you, the notification of the claim or circumstances to Insurers, representing you in the resolution of the claim and arranging the collection and/or settlement of the claim in accordance with market practice and your policy terms and conditions. Where claims are to be dealt by you with Insurers directly we will provide advice and support as requested.

Further, our claims handling services may cease where we are satisfied that you have instructed another entity to assume the claims servicing obligations for your (Re)Insurance.

Once Insurers have agreed a claim, and the funds have been collected, we will arrange settlement to you. However, we will not remit claims monies to you before we have received them from Insurers.

Where a very large claim arises, and funds are required immediately, we will attempt to negotiate a payment on account with Insurers in advance of final adjustment and agreement of balance of the claim.

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

3.g Prior Insurance Contracts

In circumstances where you appoint us to act as your insurance Intermediary and to administer policies arranged by another Intermediary or intermediaries, we will not be liable for any loss resulting from the advice or possible negligence of your previous intermediary or intermediaries howsoever caused. Unless instructed otherwise, we will not undertake to review any of your previous insurance contracts currently in force at the time of our appointment. We will discuss with you how current and future claims arising from Policies not arranged by us will be administered.

3.h Force Majeure

Perkins Slade reserves the right to defer the date of commencement of a policy or to cancel the contract if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, civil commotion, fire, explosion, flood, lock-outs, strikes or other labour disputes (whether or not relating to Perkins Slade's workforce) provided that, if the event in question continues for a continuous period in excess of 14 days, the Client shall be entitled to give notice in writing to Perkins Slade to withdraw the offer to take the policy or to terminate the contract.

4. Your Responsibilities

4.a Proposal forms

For certain classes of (Re)Insurance you may be required to complete a proposal form, questionnaire or similar document. We can provide guidance but we are not able to complete the document for you.

4.b Disclosure of Information

Please note that under English law and the laws of certain other countries, it is your duty to disclose all material facts to Insurers prior to inception of the policy, and to keep them advised of any changes to such facts or any new such facts throughout the currency of the policy, and upon renewal of the policy. A material fact is a fact which may influence a (Re)Insurer's judgement in their assessment of a risk. If you are in any doubt as to whether a fact is material, we recommend that it be disclosed.

Any inaccuracies in the information you provide or failure to disclose material facts may invalidate your insurance in whole or in part. The answers you give on any proposal form or in other pre contractual enquiries and at the time of and prior to quotation are the basis of your contract with insurers. Should this information change after quotation and prior to issue of cover or at any time during the currency of the policy then insurers will need to be advised. Your duty of disclosure is a continuing one during the policy period.

This duty of disclosure applies equally to the completion of a claim form or other material document. If a form is completed on your behalf, the accuracy of the answers remains your responsibility and you should check that the answers shown are true and accurate.

You should keep a record (including copies of letters) of all information provided.

Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Ltd and 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.

Motor insurance details are added to the Motor Insurance Database run by the Motor Insurers' Information Centre which has been formed to help identify uninsured drivers and may be searched by the Police to help confirm who is insured to drive. In the event of an accident the database may be used by insurers and the Motor Insurers Bureau to identify relevant policy information.

4.c Your Policy

You are responsible for very carefully reviewing all Policies issued, as it is these documents, the schedules and any certificates of insurance (as amended from time to time in accordance with their terms) that are the basis of the insurance contract purchased. Particular attention should be paid to any policy conditions, exclusions, warranties and claims provisions, as failure to comply may invalidate your coverage. If there is any doubt about these, immediate advice should be sought from us.

For certain types of insurance (e.g. Employers' and Public Liability) it is possible that a claim may be made under a policy a long time after the expiry date of cover. Therefore, it is important that all Policy documents are kept safely and those which provide protection beyond the expiry date of the policy are retained even after cancellation or transfer to a new insurer. We recommend you keep these policy documents indefinitely.

4.d Claims

You are responsible for notifying claims or potential circumstances that may give rise to a claim to us as soon as possible and certainly within any time limits imposed on your individual policies. To ensure full protection under your policy, or similar documentation provided, you should familiarise yourself with the coverage conditions or other procedures directly relating to claims and to the notification of those claims. Failure to adhere to the notification requirements, particularly timing, as set out in the policy or other coverage document, may entitle Insurers to deny your claim. All material facts relating to the claim must be disclosed.

Claims may be made against a policy long after its expiry date. It is important therefore that you keep your policy documents in a secure place.

You must not admit liability nor agree to any course of action, other than emergency measures carried out to minimise the loss, until Insurers have given you their agreement. For all crime related claims, you must notify the Police immediately.

4.e Payment of Premiums/Refunds

We adhere to strict terms of credit on insurance premiums. Any payment request must be paid by the settlement date stated on our invoice, statement or closing documentation, but in any event not later than 14 days after the invoice date where no specific alternative terms are agreed. Failure to do so may invalidate cover and entitle Insurers to cancel the policy. No payment shall be deemed to have been received until Perkins Slade Limited has received cleared funds.

Your insurance contract may include a cancellation clause. 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 the cancellation. In the event of cancellation of the insurance contract, Insurers may still require a pro rata premium to be paid.

If we have not received the premium from yourselves, we are under no obligation to pay premium by the Payment Date to Insurers on your behalf.

In the event that the insurance is cancelled after inception, our fees or brokerage will not usually be returnable. However, we will return any premiums net of commission refunded by Insurers.

You will make all payments due without any deduction whether by way of set-off, counter claim, discount, abatement or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by Perkins Slade Limited to you.

Where payment for the insurance contract is by regular instalments, for example by direct debit, which is not restricted to a single insurance period, you give your consent to the contract being automatically renewed without further reference to you at the renewal date. This is for your protection and means that the insurance will continue to be provided to you and you will be obliged to pay for such insurance, unless you specifically contact us in writing before the renewal date to advise that the insurance is no longer required.

4.f Premium Payment Warranties or Conditions

We will advise you at the earliest opportunity during the placing process if Insurers have imposed a Premium Payment Warranty or a Premium Payment Condition. Where they have, cleared funds must be received by us no later than 7 days prior to the settlement date to ensure that cover remains in place. This is essential since failure to pay premium to Insurers within the specified time may entitle them to cancel cover from the outset.

4.g Policy Cancellations

Should you wish to cancel a policy you must advise Perkins Slade Limited in writing, and return any requested documentation such as the Certificate of Insurance.

Certain policies provide a "cooling off" period of at least 14 days from the date you receive the policy. This will be clearly documented in our Product Disclosure details. If you decide not to continue with the insurance you may cancel the policy by notifying us in writing within the "cooling off" period and we will return any premium paid less any reasonable charges incurred in the arrangement unless you have made a claim under the policy.

5. Client Money

Client money is money of any currency that we receive and hold in the course of carrying on insurance mediation on behalf of our clients (including you) or which we treat as client money in accordance with the client money rules. A copy of these rules is available on request, or at www.fsa.gov.uk/mgi

Client money can be held in one of the following ways:

- a) It can be subject to a statutory trust
- b) It can be subject to a non-statutory trust
- c) It may be held on behalf of Insurers under Risk Transfer arrangements where the Insurer treats Client Money received by us as being received by them.

Trust Account

The aim of the trust is to protect the client in the event of the failure of Perkins Slade Limited, or the failure of the bank or a third party at which the money may be held. In such a circumstance, Perkins Slade Limited's general creditors should not be able to make claims on client money as it will not form part of this firm's assets.

The fact that we will hold money on trust gives rise to fiduciary duties which will be owed to you until the client

money reaches, or is expected to reach, the insurer or product provider.

We hold client money subject to a statutory trust. We are not entitled to use client money to pay premiums before we receive the relevant premium from the client.

Any monies due to you as a Client will be paid to you within thirty days of receiving cleared funds.

We will pay any monies due to you from claims or refunds or any other reason in good time, and within the timescales laid down by the FSA. In particular, we will ensure that any monies due to you are paid before 30 days from the date those monies are available. Client balances below £10 will either be used to offset future premiums charged to you, or held for our account.

Any interest earned on consumers' money held by us and any investment returns will be retained by us for our own use and not paid to you unless you write to us requesting reconsideration should any such amount exceed £20.

A Consumer is defined as "any natural person who is acting for purposes which are outside his trade, business or profession".

6. 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.

This may include brokers and settlement agents outside 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.

7. Banking Details

Client money will be deposited in an approved bank. Payments should be made in one of the following ways unless otherwise agreed:

- (i) Telegraphic transfers which should be made to the Bank account(s) shown on our Debit Note/Invoice/Statement in the currency(ies) stated. In all instances please quote our reference. Written advice of any such remittance should be sent to Perkins Slade Limited.
- (ii) By cheque - all cheques should be drawn on a UK bank account.

8. Correspondence

- a) All communications between the parties about this contract must be in writing (which for the purposes of this contract includes email) unless otherwise agreed and delivered by hand or sent by pre-paid first class post or sent by facsimile or electronic transmission:
 - (i) in case of communications to Perkins Slade, to its registered office or such changed address as shall be notified to the Client by Perkins Slade; or
 - (ii) in the case of communications to the Client, to the registered office of the Client (if it is a company) or (in any other case) to any address of the Client set out in any document which forms part of this contract or such other address as shall be notified to Perkins Slade by the Client.

- b) Please ensure that all correspondence includes our reference.
- c) 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. By consenting to this method of communication we and you accept the inherent risks (including non-receipt/delivery/security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices).

Notwithstanding that we and you may have reasonable virus checking procedures on our systems, 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 Perkins Slade Limited's system shall be deemed the definitive record of electronic communications and documentation.

9. Retention of Documents

We reserve the right to retain certificates and other policy document at this office until all payments due under the policy have been made in accordance with our invoice or statement. Should any documents be withheld we will ensure that you are provided with full details of the cover.

Where we retain documents in an electronic format it should be noted that in most cases we may destroy the original paper version when we have checked the integrity of the electronic version or image.

10. Confidentiality and Data Protection

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data.

Information provided to us by you will remain confidential and be used solely for the purpose of providing insurance or reinsurance broking services to you, or to others where we are required to fulfil a regulatory or legal obligation.

Information provided to you by us by way of reports and publications constitutes confidential and proprietary information belonging to us and may only be disclosed and/or used in accordance with permission granted by us. Any other disclosure and/or use is strictly prohibited and we reserve our rights, amongst others, to take such action as is necessary to protect our confidential and proprietary information.

Perkins Slade Limited may wish from time to time to send you information about its other products and services which we think may be of interest to you. You should let us know if you do not wish to receive this information by writing to us at 3, Broadway, Broad Street, Birmingham, B15 1BQ.

11. Complaints procedure

We are committed to providing a high quality insurance service to all our clients. If something goes wrong we need you to tell us about it. This will help us to improve our standards.

As an authorised insurance broker, we have a Complaints Procedure, a full copy of which is available on our website, www.perkins-slade.com or on request.

If you have a complaint, you may raise the matter with the person who handles your policy or claim. Alternatively, you may contact our Chairman or any other Director.

You may contact us:

- in writing at Perkins Slade Limited, 3 Broadway, Broad Street, Birmingham, B15 1BQ;
- by telephone on 0121 698 8000
- by fax on 0121 625 9000
- by email to "info@perkins-slade.com"

Any complaint by telephone that is not resolved immediately should be followed up in writing.

We will acknowledge your complaint within 5 working days, and confirm full details of the complaints procedure.

In the case of consumers (private individuals), micro-enterprises (an enterprise employing fewer than 10 persons that has a turnover or annual balance sheet that does not exceed 2 million euros), a charity which has an annual income of less than 1 million pounds sterling, or a trustee of a trust which has a net asset value of less than 1 million pounds sterling, if we cannot settle your complaint to your satisfaction, you have the right to refer the matter to The Financial Ombudsman Service (FOS) within six months. Contact details are as follows;

**Insurance Division
The Financial Ombudsman Service
South Quay Plaza
183, Marsh Wall
London E14 9SR**

Telephone: 0845 080 1800

Facsimile: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Your Insurer also operates a complaints procedure, details of which are in your policy.

12. 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. Full details and further information are available from the FSCS.

13. Money Laundering / Proceeds of Crime Act

We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report to anyone else.

Claims payments will be made in favour of you. 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.

14. Termination

Our services may be terminated either by us or you upon the giving of one month's notice in writing to the other or as otherwise agreed.

In the event our services are terminated by you, we will be entitled to receive any and all fees or brokerage payable (whether or not the same have been received by us) in relation to all policies placed by us.

15. Third Party Rights

Unless otherwise agreed between us in writing, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.

16. Law and Jurisdiction

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.

17. General

17.a Each right or remedy of Perkins Slade Limited under the contract is without prejudice to any other right or remedy of Perkins Slade whether under the contract or not.

17.b If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, enforceability or unreasonableness be deemed severable and the remaining provisions of the contract and the remainder of such provision shall continue in full force and effect.

17.c Failure or delay by Perkins Slade Limited in enforcing or partially enforcing any provision of the contract will not be construed as a waiver of any of its rights under the contract.

17.d Any waiver by Perkins Slade Limited of any breach of, or any default under, any provision of the contract by the Client must be in writing and will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the contract.

18. Notes

These Terms of Business do not affect your normal legal rights.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED UNLESS YOU ADVISE US OTHERWISE IN WRITING WITHIN 10 DAYS OF EITHER YOUR POLICY INCEPTION DATE OR RENEWAL DATE.

perkinsslade
Intelligent Insurance

Perkins Slade Limited
Registered Office: 3 Broadway Broad Street, Birmingham B15 1BQ
Registered in England No. 969374

Perkins Slade is authorised and regulated by the Financial Services Authority

A Unitas Broker