

## Terms of Business

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third party providers. Please contact us immediately if there is anything in this document that you do not understand/or with which you disagree. Your receipt of this document constitutes your informed consent to its contents.

### Who regulates us?

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. Use this information to decide if the services are right for you.

Brunel Professions Ltd is permitted to arrange general insurance contracts, and conduct Credit Broking. You may check our registration details on the FCA's Register by visiting their website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### Quotations

Brunel Professions Ltd ("Brunel") hereby responds to your request for quotations for Professional Indemnity insurance, suitable to your business needs and requirements, as detailed within your proposal form. Brunel act as agent for you in the sourcing of a suitable policy, placing the insurance and in the event of a claim, but in limited circumstances we will act as agent of an Insurer. Please ask us if you wish to be advised of these limited circumstances.

We offer quotations from a selected range of Insurers chosen by Brunel on your behalf for their potential suitability to provide you with a product that meets your stated requirements as detailed within your proposal form, at a competitive cost. If required, a list of Insurers is available on request.

We will not make a recommendation but will provide you with sufficient information in order that you can make an informed decision in your arrangement of a Professional Indemnity insurance policy.

Brunel Professions Ltd does not assume any liability for the completeness of your existing insurance programme (if any) or any insurance policies placed by you directly or by another insurance broker/intermediary.

Where Professional Indemnity insurance for a particular profession is subject to a minimum policy wording or minimum insurance terms, there is no obligation for Brunel Professions Ltd to present quotations or arrange cover over and above the minimum policy wording or minimum insurance terms unless you have specifically asked us in writing to do this.

### Our remuneration and other income

Brunel Professions Ltd normally receives a commission from the Insurer with whom we place your business and, in addition, we may charge an arrangement/broking fee as detailed on your quotation. 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.

An administration fee may be charged dependant on circumstances, details of which will be shown on our quotation sheet.

If prior to inception of a policy, you cancel the policy after having given instructions to proceed with the policy, Brunel will apply a £400 cancellation administration fee.

Brunel Professions Ltd reserves the right to charge £100 per hour for handling claims if you no longer have a policy with Brunel.

Brunel may receive remuneration from a finance company for introducing you to a premium finance provider.

### Your duty of disclosure

You have a duty to make a fair presentation of the risk to be insured to the insurer. This requires the disclosure of any information which would influence the judgement of a prudent insurer in deciding whether to accept your insurance, impose special terms, or charge an increased premium.

A proposal form, or any other document relating to the contract of insurance, must be answered fully and accurately. All representations must be substantially correct if relating to matters of fact, or made in good faith if they are matters of expectation or belief. Please do consider the questions regarding "any other information" very carefully in the light of the duty of fair presentation. The provision and documentation of this information is your responsibility.

Please be aware that a failure to make a fair presentation of your risk may affect the payment of your claims, cause additional charges to be made by the insurer, or even invalidate the policy.

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You are required to disclose what should “reasonably have been revealed by a reasonable search of information available to you”. Please note that this includes what is in the knowledge of all senior management within your organisation (senior officers not just directors), and what is known to other organisations.

Information must be disclosed in a way which is reasonably clear and accessible to a prudent insurer.

This duty arises not only at inception of the policy but also at renewal or in the event of any material change in your risk during the period of insurance.

### Insurer security

Brunel Professions Ltd makes no representations regarding the solvency of any Insurer, and cannot guarantee the solvency of any Insurer.

### Documentation

You agree to promptly check all documentation supplied to you by Brunel Professions Ltd or the Insurers to ensure there are no mistakes or misunderstandings. You will advise your usual Brunel contact immediately of any errors or anything you believe is not in accordance with your instructions or specifications

Any reports, letters, or information we provide you with during the term of Brunel’s Engagement are not to be disclosed to any third party without our prior written consent (the foregoing statement does not apply to the “Verification of Cover Certificate” which is intended to be used as proof of cover to third parties). If we provide our consent, we may stipulate terms regarding such provision or require the third party to enter into a direct relationship with us. We disclaim all responsibility and liability for any consequence whatsoever should a third party rely upon any such report, letter, or information without our first having given our written consent that such third party may do so.

Brunel Professions Ltd operate a paperless environment, and information is therefore retained in electronic form. No originals or hardcopy of any paperwork will be retained.

### Terms of Business Applicable to Affiliates

You agree to and accept these Terms of Business on your own behalf and on behalf of each of your Affiliates. You will procure that each of your Affiliates will act on the basis that they are a party to and bound by these terms. All references in these terms to “you” (and derivatives of it) will mean you and each of your Affiliates.

For the purposes of these Terms of Business “Affiliates” means, in relation to a company, its subsidiaries and subsidiary undertakings and any holding company it may have and all other subsidiaries and subsidiary undertakings of any such holding company (as such terms are defined in the Companies Act 2006). As it applies to you, “Affiliate” shall also include your partners, co-venturer’s and/or other co-insureds to whom Brunel Professions Ltd or any of its Affiliates may assume a responsibility as a consequence of the provision of services.

### Instructions

We will assume that we are entitled to take instructions from any partner, officer (such as director or secretary), committee member, trustee (as appropriate), or senior employee unless you inform us, in writing, that we may not do so.

### Payment of the premium

Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the cancellation or lapsing of your policy.

We will provide you with a debit note detailing the amounts due and the terms of payment. Some Insurers include terms of settlement on certain contracts; others require that the premium be paid within certain strict guidelines. Payment is a condition of the policy and must be complied with to ensure that payment schedules are met in full. Failure to meet deadlines can lead to a policy being cancelled and render the contract void.

We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover or any other prejudicial steps taken as a result of late payment substantially attributable to you. If we decide to retain certain documents whilst awaiting payment, we shall provide details of your insurance cover and any information or documents required by law.

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

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### Claims

We will assist you when you make a claim under your policy but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your Insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms may result in your claim not being paid in part or in full.

You must not under any circumstance admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you will risk your claim not being paid in part or in full. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to us or to your Insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with policy terms and conditions may prejudice your cover.

We will remit claim payments received on your behalf, to you as soon as practicable after confirmation of receipt of cleared funds in our bank account. In the event that an Insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts.

With regard to claim notification, information must be received by Brunel by 4pm on a working day (3pm on a working Friday) or notification to the Insurer on the same day cannot be assumed. If insurance cover is expiring, it is your responsibility to flag the urgency of the notification. You should ensure that the notification has actually been received by Brunel Professions Ltd and we have confirmed to you in writing that it has been actioned.

### Client and insurer money

Brunel Professions Ltd acts as agent for some Insurers in the collection of premiums, claims money and premium refunds. All monies received by Brunel will be credited to a statutory trust account pending settlement to the Insurers. Any bank interest earned on this account is retained by Brunel.

### Our liability to you

Brunel Professions Ltd shall only be liable to you for any reasonably foreseeable losses, damages, costs or expenses arising directly from breach of contract, breach of duty or fault, negligence or otherwise, in connection with this Engagement. Brunel Professions Ltd shall not be liable to you in any circumstances for any special, indirect or consequential loss.

The liability of Brunel Professions Ltd whether in contract or in tort, in negligence, for breach of statutory duty or otherwise in respect of any claim or series of claims shall not exceed the lesser of £5,000,000 or the amount, if any, recoverable by Brunel Professions Ltd by way of indemnity against the claim or claims in question under professional indemnity insurance taken out by Brunel Professions Ltd and in force at the time that the claims or (if earlier) circumstances are reported to the Insurers in question.

In respect of any loss suffered by you, for which Brunel Professions Ltd and any other party are (on any basis) liable, the liability of Brunel Professions Ltd shall be limited so as to be proportionate to the relative contribution of Brunel Professions Ltd to the overall fault giving rise to the loss in question.

The preceding three paragraphs shall not apply to any liability arising as a result of fraud or wilful default on the part of Brunel Professions Risks Ltd nor to any liability which cannot lawfully be excluded or limited, nor to the extent that the exclusion or restrictions of such liability would not be permitted by virtue of the FCA's regulatory requirements.

If the performance of any part of the Engagement by any party is prevented, restricted or delayed by reason of any cause beyond the reasonable control of that party (including (without limitation) fire, flood and other Act of God, industrial action including strike and lock out, riots, war, armed conflict, trade sanctions, contamination, disease and epidemic, interruption or failure of a utility service, failure of computer or other machinery, and change in law or regulatory requirements) the party so affected shall, upon giving written notice to the other party or parties, be excused from such performance to the extent of such prevention, restriction or delay, provided that the affected party shall use commercially reasonable endeavours to avoid or remove such causes of non-performance or to find an alternative manner or means of performance and shall continue performance as soon as reasonably practicable after such causes are removed. Upon such circumstances arising, the parties shall discuss what, if any, modifications of the terms of this Engagement may be required in order to arrive at an equitable solution.

If your proposal form is submitted less than 10 working days from the required inception date of the insurance, Brunel Professions Ltd shall have no liability whether in contract or tort, in negligence, for breach of statutory duty or otherwise for not obtaining insurance as per your proposal form. It is acknowledged that if your proposal form is submitted less than 10 working days from the required inception date, Brunel may approach a smaller number of insurers than usual and/or only a single insurer, and (if applicable) this will be advised to you.

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Brunel Professions Ltd may offer risk management services. Brunel Professions Ltd are under no obligation to provide risk management services except as explicitly agreed with Brunel Professions Ltd. Where risk management services are agreed Brunel Professions Ltd may arrange for these to be provided by other firms on behalf of Brunel Professions Ltd or supply the services. Where Brunel Professions Ltd supplies or arranges for the provision of risk management services, Brunel Professions Ltd shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of its profession.

Brunel Professions Ltd may offer contractual review services. Brunel Professions Ltd are under no obligation to provide contractual review services except as explicitly agreed with Brunel Professions Ltd. Where contractual review services are agreed Brunel Professions Ltd may arrange for these to be provided by other firms on behalf of Brunel Professions Ltd or supply the services. It is understood that Brunel Professions Ltd are not lawyers and are not offering legal services. Contract review services seek to identify and suggest remediation to potential problems in the wording of the contract in relation to the operation of professional indemnity insurance and its response to claims based on the contract. Contract review services are not intended to advise on any other subject matter. It is acknowledged that there is a lack of legal case law and guidance in this area, and that the providers of contracts are constantly amending wordings and practice. Any advice given is reliant on current interpretation and/or individual interpretation. As such it may not be possible to identify every issue, or the law may change and create issues where none were perceived previously. Remedial action is not the responsibility of Brunel Professions Ltd, and it is acknowledged that the commercial context of the contract may dictate no remediation, or compromise rather than full remediation. Where Brunel Professions Ltd supplies or arranges for the provision of contract review services, Brunel Professions Ltd shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of its profession.

You shall look only to Brunel Professions Ltd (and not to any of Brunel Professions Ltd's personnel) for redress if you consider that there has been any breach of this Engagement. You agree not to pursue any claims in contract, tort, or statute (including negligence) against any of Brunel Professions Ltd's personnel as a result of carrying out its obligations under or in connection with this Engagement at any time and whether named expressly in this Engagement or not.

### **Ownership and control**

We are an independently authorised firm owned by the Directors and shareholders, and controlled by the Directors and employees of Brunel Professions Ltd.

### Important information regarding the Brunel Group changes

Following Brunel Professional Risks Ltd acquisition of Pinsure Ltd and PI4U Ltd the companies ('Brunel Group') are restructuring to allow the amalgamation of all three businesses. All Clients and Insurance Agents (and their clients) within the Brunel Group have been transferred to 'Brunel Professions Ltd' (Formerly Pinsure Ltd). Brunel Professions Ltd are a wholly owned subsidiary of Brunel Professional Risks Ltd.

### **Conflict of interests**

Occasions can arise where we, one of our associated companies, clients, or insurers, may have 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 your instructions and we will detail the steps we will take to ensure fair treatment.

You may be offered a quote by Pinpoint UW Ltd who are an independent Underwriting Agency operating Binding Authorities. The majority % shareholding of Pinpoint UW Ltd is owned by the Directors and majority shareholders of Brunel Professions Ltd.

### **Introductions**

We may enter into agreements for the introduction of business to Brunel Professions Ltd. The agreements may provide for the remuneration of such introducers

### **Confidentiality and security**

You agree and consent to any information provided being processed for the purposes of providing insurance and claims handling, which may necessitate sharing such information with third parties. Brunel Professions Ltd may use this information for marketing (by post, telephone, e-mail or fax) subject to the conditions of the Data Protection Act. If you do not wish these details to be used for marketing please inform Brunel Professions Ltd in writing. Under the Data Protection Act 1998 you have the right to access or amend the information we hold about you. If you would like to exercise either of these rights please contact Brunel Professions Ltd.

We will ensure that any information obtained from you is treated as private and confidential by us. These Terms of Business assume that any information you supply to us on behalf of a third party is done so with their permission.

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We will not take instructions on your insurance arrangements from anyone else unless we have your prior written permission. We will also not provide information you supply to anyone else unless we have your prior written permission to do so or are required by a regulatory body, by law or are required to do so in the normal course of arranging your insurance or in connection with claims matters or other services we may provide to you.

We take appropriate steps to ensure the security of any money, documents, other property or information handled or held on your behalf. It is our policy to retain records for insurance policies arranged on your behalf for a minimum of 3 years after expiry of the policy and otherwise as required by regulation or law.

All information in any form, with the exception of policy documents and certificates issued on behalf of Insurers, supplied by us to you must be treated as strictly private and confidential and not be released directly or indirectly to any other party, without our explicit, written consent.

### **Our termination**

Your instructions must be given in writing and will take effect from the date of receipt by Brunel Professions Ltd. In circumstances where we feel we cannot continue to provide services to you, we will give you a minimum of 30 days' notice.

Unless otherwise agreed in writing, if our relationship is ended by either party, 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 our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

### **Cancelled Policies**

In the majority of cases, professional liability insurances cannot be cancelled by the policyholder. Policy cancellation and premium returns will only be granted by the Insurer in exceptional circumstances subject to the satisfactory receipt of a written explanation for the cancellation request.

If you wish to cancel your policy then you will need to return the policy document and current certificate of insurance (if applicable) and confirm your cancellation instructions. Subject to the cancellation terms of your policy, a refund of premium may be available. Details of any applicable cancellation terms and charges will be found in your policy documents. Our commission and/or fees are fully earned from the date insurance cover commences and will not be refundable in the event of cancellation, avoidance or early termination of a policy.

### **Transferred business**

When we are appointed to service insurance policies midway through the period of insurance and which policies were originally arranged via another party, we shall not be liable during the remainder of the unexpired policy term for any loss arising from any errors or omissions in the placement or terms of your insurance cover.

The preceding paragraph will not apply if we have confirmed to you that we have been given sufficient information and time in order to review the existing insurance policy(ies) and discuss any necessary action with you.

### **Premium finance & credit searches**

We may make an introduction to a limited panel of premium finance lenders. Please ask us for a list of the premium finance lenders we use. When applying for a loan to facilitate payment of your premium by instalment facilities, your application for credit will be passed to the credit provider who in assessing your application may search public information held by a credit reference agency about you. The credit reference agency will add details of the search and your application to their record about you whether or not your application proceeds.

### **Bribery and corruption**

We have no tolerance for bribery and corruption and this policy extends throughout the company in respect of all of its dealings and transactions in all countries in which we operate. Our anti-bribery policy is updated in line with the changes in law, changes in our business and our reputational demands. All employees are required to comply with this policy.

Both parties agree to comply fully with the requirements of the Bribery Act 2010, and will not engage in any of the following activities:

- promising or giving an advantage, financial or otherwise, to another person to bring about an improper performance or to reward such improper performance
- Requesting, agreeing to receive or accepting an advantage, financial or otherwise to act improperly
- bribing a foreign public official to do or reward them for doing, something improper

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Additionally, where applicable, a firm will prevent bribery being committed on its behalf by its employees and third parties.

### **Breach of Sanctions**

Brunel Professions Ltd reserves the right to suspend or terminate the Engagement (in whole or in part) where it believes performance could be a breach of applicable economic or trade sanctions. Brunel Professions Ltd is unable to provide insurance broking, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Brunel Professions Ltd or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

### **Rights of Third Parties**

Unless otherwise agreed between us in writing no provision of these Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person or party other than you or us.

### **Severability**

If any part of these terms is held to be invalid or unenforceable, the remaining terms will continue in full force and effect.

### **Law and jurisdiction**

This Engagement and the services provided under it shall be governed by English law, and any dispute shall be submitted to the exclusive jurisdiction of the English Courts.

### **Complaints**

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us **by writing** to Company Operations, Brunel Professions Limited, St Thomas Court, Thomas Lane, Bristol BS1 6JG or **by telephone** 0117 325 2224, or **by fax** 0117 325 2225.

We will provide you with a copy of our full complaints procedure and respond to you as a matter of urgency, and always within 5 working days. We will aim to make a final response to you within four weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded, and will track the progress of the complaint and responses of that party.

After our final response has been issued, if you still cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion.

### **Compensation**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim with no upper limit.

For compulsory classes of insurance such as Employers Liability, advising and arranging is covered for 100% of the claim, without any upper limit.