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.

About Us

Brunel Group is a trading name of five limited companies; ("Brunel" or "We), Brunel Insurance Brokers Ltd, Brunel PI Brokers Ltd, Brunel Insurance for People Ltd, Brunel Employee Benefits Ltd and Brunel Wealth Ltd.

Brunel Insurance Brokers Ltd have various trading names which can be viewed on the FCA Register https://register.fca.org.uk/s/

Brunel Wealth Ltd is an Appointed Representative (AR) of Best Practice IFA Group Ltd who are authorised and regulated by the Financial Conduct Authority (FCA).

Brunel Insurance for People Ltd and Brunel PI Brokers Ltd are ARs of Brunel Insurance Brokers Ltd.

Brunel provides clients with insurance services for all Commercial classes with a focus on sophisticated corporate clients requiring a professional and advisory proposition. Today the Group is one of the UK's fastest growing Insurance Brokers. We act for over 8,000 professional and personal clients, employ approximately 100 staff and have 10 offices across the UK.

Who Regulates Us?

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

Brunel Insurance Brokers Ltd is authorised and regulated by the FCA, permitted to arrange general insurance contracts and conduct Credit Broking. You may check our registration details reference number 556188 on the FCA's Register by visiting their website https://register.fca.org.uk/s/ or by contacting the FCA on 0800 111 6768.

Ownership and Control

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

Advised or Non-Advised Sale

An advised sale is where we give advice on the merits of buying a specific general insurance contract, explain how this meets your identified demands and needs and recommend its purchase. An advised sales means specific individual advice is given to you as a customer rather than generic advice.

We will make a recommendation and explain to you how this meets your demands and needs.

A non-advised sale is where we only provide information about a product or service to enable you to make your own informed choice about how you wish to proceed. We will not make any recommendation and you decide if a product or service is suitable to meet your demands and needs.

We will confirm on our quotations which level of service we are providing.

Website purchases

Any purchase made exclusively using our website will always be a non-advised sale.

Quotations

Brunel hereby responds to your request for quotations for insurances, suitable to meet your demands and needs, as detailed within your submission and our communications. 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 demands and needs as detailed within our communications, at a competitive cost. If required, a list of Insurers is available on request.

Brunel 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.

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.

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.

Our Remuneration and Other Income

Brunel will receive a commission from the Insurer with whom we place your business. You are entitled at any time to request information regarding any commission which we may have received for arranging your insurance business.

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

Some insurers may make additional payments to us reflecting the size and/or profitability of our account with them and/or in respect of work we undertake on their behalf.

Brunel remuneration will be a minimum of £100 per client and £50 per policy. Therefore, if commission on a single or multiple policy with Insurers is less than this, the shortfall difference will be made up by a combination of an administration fee (as shown under Fees & Charges) and/or an additional Broking fee, if required. When this happens, any fee of this nature will be notified specifically to you within our quotation.

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

Commencing & renewing cover

Insurance cover, either at the inception or renewal of an insurance policy, will not commence until Brunel have received and acknowledged your express instructions during our normal office hours, which are Monday to Friday 9.00 am to 5.00 pm excluding bank holidays.

Mid-Term Adjustments

Our commission and/or fees are fully earned from the date insurance cover commences and the commission will not be refundable in the event of a mid-term adjustment resulting in a return premium. Such return premiums may be paid to you net of our commission.

Cancelled Policies

It may not be possible to cancel some or all of your policies after inception. Many types of policy contain terms that do not allow cancellation at all, whilst others may allow cancellation only if no claims have been made against them.

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.

Fees & Charges

We will charge you an administration fee in addition to any insurance premiums for arranging or renewing an insurance policy. The amount of the administration fee will be shown in our quotation &/or renewal invitation documents.

In addition, we will also charge an administration fee for amending or cancelling any contract of insurance as below:

Transaction Type	Fee
Motor Insurance Database Update	£25
Mid-term Adjustments or Cancellations	£25
Premium Finance Default	£25

Occasionally due to the nature and complexity of the work we undertake on your behalf, we may charge an additional Broking fee. Any fee of this nature will be notified specifically to you on our quotation.

Insurer Security

Brunel 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 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 operates 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-venturers and/or other co-insureds to whom Brunel Insurance Brokers Ltd or any of its Affiliates may assume a responsibility as a consequence of the provision of services.

Payment of the Premium

You must pay your premiums on or prior to inception of the policy or within the timescales specified in the debit note sent to you. Alternatively, if premium finance is being used then the signed agreement must be completed and returned prior to inception or renewal.

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.

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.

In addition, we reserve the right to make individual charges of £25 to cover the associated administration costs.

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).

Payment by debit or credit cards

Credit card & debit card payments are accepted at no additional charge to you. Card payments are limited to £5,000 per policy.

We use a third party to collect and store payment card information in accordance with industry standards and will operate a Continuous Payment Authority to help assist you in the reconciliation of your accounts. We may use the card details stored to collect payment for mid-term changes, defaulted instalments, outstanding balances following cancellation and/or the renewal of your policy. We will inform you in advance of doing so.

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, either to us or to your Insurer. Such correspondence should not be responded to without prior agreement of your insurer unless you are required to provide your insurance details in order to comply with pre-action protocols. In such circumstances only the name and policy number of your insurers should be provided. No additional information should be furnished nor should any discussion regarding liability be entered into.

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.

If a new claim is notified to us, we will endeavour to notify your insurers in a timely manner; however you should not assume that such notification has been received by Brunel Insurance Brokers Ltd and/or passed to insurers until we have advised you accordingly.

If a claim or correspondence is particularly time sensitive (for example if there is an impending deadline under Civil Procedure Rules or if a claim is being made against a "claims made" policy with an impending renewal) you must telephone us in order that we may provide advice and in order to ensure that your insurers are notified within required timescales.

Client and Insurer Money

Brunel 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 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 Insurance Brokers Ltd shall not be liable to you in any circumstances for any special, indirect or consequential loss.

The liability of Brunel 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 by way of indemnity against the claim or claims in question under professional indemnity insurance taken out by Brunel Insurance Brokers 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 and any other party are (on any basis) liable, the liability of Brunel shall be limited so as to be proportionate to the relative contribution of Brunel 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 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, epidemic or pandemic, 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 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.

Brunel may offer risk management services. Brunel are under no obligation to provide risk management services except as explicitly agreed with Brunel. Where risk management services are agreed Brunel may arrange for these to be provided by other firms on behalf of Brunel or supply the services. Where Brunel supplies or arranges for the provision of risk management services, Brunel 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 may offer contractual review services. Brunel are under no obligation to provide contractual review services except as explicitly agreed with Brunel. Where contractual review services are agreed Brunel may arrange for these to be provided by other firms on behalf of Brunel or supply the services.
It is understood that Brunel 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, and it is acknowledged that the commercial context of the contract may dictate no remediation, or compromise rather than full remediation. Where Brunel supplies or arranges for the provision of contract review services, Brunel 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 (and not to any of Brunel 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 personnel as a result of their alleged failure to carry out their obligations under or in connection with this Engagement at any time and whether named expressly in this Engagement or not.

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.

Introductions

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

Confidentiality and Security

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.

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.

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.

Please note that telephone calls may be recorded for quality and training purposes.

Data Protection

The terms “Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processor” and “Processing” shall have the meanings as set out in the General Data Protection Regulation (GDPR) 2018.

“Sensitive Personal Data” means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR. For the purposes of this Agreement, Personal Data may include Sensitive Personal Data.
Brunel is the ‘Controller’ of any data you provide to us.
Brunel will ensure that it is not subject to prohibitions or restrictions which would restrict it from complying with the General Data Protection Regulation, or which would restrict processing the Personal Data under this Agreement.

Brunel shall implement and maintain appropriate technical and organisational measures sufficient to comply with the Security Requirements.

Brunel shall take reasonable steps to ensure the reliability of any of its Staff who shall have access to the Personal Data for the purposes of this Agreement and ensure that each member of Staff shall have:

(i) undergone, and shall continue to receive on an annual basis, reasonable levels of training in General Data Protection Regulation and in the care and handling of Personal Data; and
(ii) entered into appropriate contractually-binding confidentiality undertakings.

<u>What we need & why we need it</u>

We only collect basic personal data such as name, address, email etc. Our legal basis of processing personal data is to ensure its necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.

We will not collect any personal data we do not need in order to provide and oversee this service to you need in order to provide and oversee this service to you.

<u>What we do with it</u>

All the personal data we process is processed by our staff in the UK however for the purposes of IT hosting and maintenance this information is

located on servers within the European Union. No third parties have access to your personal data unless the law allows them to do so. We have a Data Protection regime in place to oversee the effective and secure processing of your personal data.

How long we keep it

We will retain your data for as long as is necessary to enable us to effectively administer your insurances, handle any claims that may arise and to facilitate our regulatory, legal or statutory requirements.

What we would also like to do with it

We would however like to use your name, telephone number and email address to inform you of our future offers and similar products. This information may be shared across Brunel Group, but is not shared with third parties. You can unsubscribe at any time via phone 0117 3252224 or email contactus@brunel-insurance.co.uk

What are your rights?

If at any point you believe the information we process on you is incorrect you can request to see this information and even have it corrected or deleted. If you wish to raise a complaint on how we have handled your personal data, you can contact our Privacy & Compliance Officer by emailing compliance@brunel-insurance.co.uk who will investigate the matter.

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law, you can complain to the Information Commissioner's Office (ICO).

Termination of Our Agreement

Your instructions must be given in writing and will take effect from the date of receipt by Brunel. 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.

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 finance lender. 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.

Using premium finance makes the overall cost of your insurance policy/policies more expensive. A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you decide whether to proceed. Your agreement will last for 12 months but the premium finance may last for a shorter period, usually 10 months. We will ask you to confirm that you have actively elected to pay via premium finance.

In arranging premium finance, we act as a credit broker to provide you with a premium finance facility which is designed solely for the purposes of facilitating a loan for repayment of insurance premiums. We will only provide you with information about this payment option on a non-advised basis from which you will need to make your own decision as to the suitability of this facility and whether you wish to proceed. Please note Brunel facilitates the application for approval or rejection but the contract is strictly between you and the finance company.

If appropriate, we will advise you if competitive credit terms are available through your insurer so that you are able to make an informed choice as to which is most suitable for your needs. Alternatively, you have the option of sourcing your own credit agreement.

Bribery & 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

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

Breach of Sanctions

Brunel 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 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 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.

Severablity

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.

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.

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 Insurance Brokers Limited, The Crescent, Temple Back, Bristol BS1 6EZ or **by email** compliance@brunel-insurance.co.uk or **by telephone** 0117 325 2224

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.