



Company limited by guarantee
Registered No. 3900786

Client Terms of Business and Status Disclosure

These are our terms of business, which together with any Insurance Reviews provided to you shall govern our appointment by clients. These terms of business shall apply to you and all other persons named as policyholders in any policy of insurance we arrange on your behalf (“you/your”). You warrant that you have authority to enter into these terms of business on your own behalf and on behalf of the said policyholders.

Finance ReDirect Limited is a company incorporated in England and Wales (registered number 03900786) with its registered address at No. 4 - The Lodge, 30 Lansdowne Road, Bedford, MK40 2BU (“we/us/our”) and main offices at 2nd Floor, 6 St Paul’s Square, Bedford MK40 1SQ.

If you have any questions about these terms and conditions please raise them with us immediately at our main office address, otherwise we will assume you are in agreement with them.

1. Financial Services Authority Regulation

Finance ReDirect Limited is authorised and regulated by the Financial Services Authority (“FSA”) in respect of insurance mediation activities only. Finance ReDirect Limited’s FSA register number is 306507.

Our permitted business is:-

- Advising customers on insurance contracts (recommending specific insurance policies to customers);
- Arranging (bringing about) deals in insurance contracts (e.g. introducing a customer to an insurer);
- Making arrangements with a view to transaction in insurance contracts (e.g. helping a customer to fill in a proposal form);
- Dealing as agent in insurance contracts (entering into a contract of insurance with a customer on behalf of an insurer);
- Assisting in the administration and performance of an insurance contract (e.g. notifying insurance claims to an insurer and negotiating settlement of the claim on a customer’s behalf);
- Agreeing to carry on any of the above regulated activities.

You can check this on the FSA’s Register by visiting the FSA’s website www.fsa.gov.uk/register, or by contacting the FSA on 0845 606 1234

You agree that you are not undertaking FSA regulated activity. If at any time you are undertaking FSA regulated activity you will immediately notify us.

2. Complaints

In the event that you are unhappy with our Services under these terms of business and approaching your usual Finance ReDirect Limited contact has failed to alleviate your concerns please register a complaint with the Managing Director at the main office address.

Copies of our internal complaint handling procedures are available on request. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

3. Financial Services Compensation Scheme (“FSCS”)

We are covered by the 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.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

For compulsory classes of insurance (e.g. employers’ liability insurance), insurance advising and arranging is covered for 100% of the claim, without any upper limits.

Further information about compensation scheme arrangements is available from the FSCS.

4. Our Services

- 4.1 Unless otherwise agreed in writing, the scope of services (“Services”) is to provide and make recommendations to you on appropriate policies after we have assessed your demands and needs, and to arrange and administer policies on your behalf. We will provide these Services in a professional and efficient manner.
- 4.2 You understand and agree that we are not the insurer of any risk and that we cannot guarantee either the availability of a policy or the financial security or solvency of an insurer. The final choice of insurer remains with you. If at any time the cover you require can only be provided by an insurer that is not on our list of approved insurers, we will advise you of such and will further advise you of the risks of using that insurer which you will acknowledge in writing.
- 4.3 When we handle claims on your behalf we will do so fairly and promptly. Once insurers have agreed a claim, and payment of the claim has been collected by us, we will promptly arrange settlement with you. If requested by you, in the event of a large claim, we will attempt to agree a payment of the claim on account with insurers in advance of settling the claim.

5. Remuneration

- 5.1 In consideration of us providing the Services to you we will be entitled to brokerage. You will receive a quotation, which will tell you about any other fees relating to any particular insurance policy. Subject to any regulatory requirements placed on us, brokerage and fees earned for the policy period, and we will be entitled to retain all brokerage and fees in respect of the full policy period in relation to policies placed by us.
- 5.2 If you wish us to carry out any Services requiring additional resource to that agreed in the scope of Services, these will be subject to an additional fee and/or brokerage. In the case of an additional fee this will be agreed with you prior to an invoice being issued. If time permits, we will try to agree the additional fee before work is commenced. If we cannot agree the amount of the additional fee, you will pay us a reasonable fee for the Services carried out. This will normally be based on our standard hourly rate for the staff involved.
- 5.3 We are committed to transparency in our relationship with you.

6. Duration and Termination

- 6.1 These terms of business shall take effect immediately and shall continue with full force and effect until completion of the Services or until replaced by new terms of business.
- 6.2 These terms of business may be terminated at any time by mutual agreement, or by either of us if:
- (i) the other is in material breach of a term of business, and if such breach is capable of remedy, fails to remedy the breach within 30 calendar days of receiving notice specifying the breach to be remedied; or
 - (ii) the other shall become insolvent, or enter into receivership, liquidation, provisional liquidation or a voluntary arrangement with its creditors, if a party ceases or threatens to cease to carry on business or has an encumbrancer take possession of, or a receiver, or administrative receiver appointed over all or any part of its assets; or
 - (iii) the other serves not less than 30 calendar days notice of termination on the other party.
- 6.3 With effect from expiry or termination (whatever the reason for termination) we shall have no further obligation to perform any of the Services and all sums payable by you shall become due and payable. We will continue to handle claims on policies we have placed for you at your request but only if we are able to do so and can agree an appropriate remuneration.
- 6.4 Subject to any regulatory requirements placed on us, after expiry or terminations (whatever the reason for termination) we will not retain copies of policies placed by us on your behalf so you should make appropriate arrangements for their safe keeping.

7. Your Responsibilities

- 7.1 You agree to pay our agreed fee (if applicable) immediately. Brokerage is due and payable on receipt of the premium by us.
- 7.2 You agree to pay all premiums invoiced by us before the effective date of cover or immediately on receipt of the invoice whichever is the later date, and any other charges immediately on receipt of invoice.
- 7.3 You agree to provide accurate, complete and timely information to enable us to fulfil our obligations under these terms of business and or obligation to your insurers to make a fair presentation of the risk.
- 7.4 You agree that we shall provide the Services in reliance on the information and data provided by you. Any answers or statements given on a proposal or claim form or any other material document completed by you are your responsibility and should therefore be checked carefully. Unless agreed otherwise in writing, we are under no obligation to investigate or verify the accuracy or completeness of any information or data provided by you and accept no liability for any errors or deficiencies in the Services arising out of or based on any such inaccurate or incomplete information or data.
- 7.5 You agree to advise us immediately if any documentation supplied by us does not appear to be in accordance with your instructions or requirements.
- 7.6 You agree to hold harmless, indemnify and keep indemnified Finance ReDirect Limited against all losses, claims, costs (including all legal costs) or demands whatsoever arising against Finance ReDirect Limited (or its parent charity Create) as a result of your breach of these terms of business.
- 7.7 You agree to promptly notify us, or the insurers of all claims in accordance with the policy conditions and procedures.
- 7.8 You agree to comply with your duty to disclose all **material information** to insurers.

Material information is information that would influence an insurer in deciding whether a risk is acceptable and, if so the premium, terms and conditions to be applied. Under English law, failure to disclose to the

insurer all such information or misrepresentation could result in the policy being rendered void, so that claims would not be paid. This position may differ where the policy is subject to the law of another country.

Before inception of cover all material information must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked by us or the insurer. If you become aware that material information that you have supplied prior to the placement of your policy of insurance was incorrect you should tell us immediately.

After inception of cover the duty of disclosure is re-imposed when there are changes or variations in the cover and when the policy is renewed or extended. In addition, changes, which substantially increase the risk, or relate to compliance with a warranty or condition in the policy, must be notified at once.

Please contact us immediately if you are in any doubt as to whether or not information might be material or if you have any concerns that we might not be aware of all material information.

8. Safeguarding Your Money

- 8.1 During the provision of the Services to you, we and any of our appointed representatives (as defined by regulations set down by the FSA) will act as your agent. We are authorised by the insurers to hold premiums due to insurers, any claims payments and/or premium refunds due to you in a bank account governed by a trust deed that, where applicable, complies with standard regulations set down by the FSA ("Trust Account"). These regulations seek to protect clients against any inability of an insurance broker to transfer premiums to an insurer or to transfer claims payments and/or premium refunds to the client.
- 8.2 Where we act on insurers' behalf we shall hold money as insurer money ("Insurer Money"). Premiums received by us will be treated as having been received by insurers whereas claims payments and/or premium refunds will only be treated as having been received by you when they are actually paid to you. We may co-mingle Insurer Money with money received from you under the terms of the same trust deed when permitted by the FSA to do so.
- 8.3 Where we act on your behalf in respect of insurance products not regulated by the FSA we may not be permitted by the FSA to hold premiums due to insurers, any claims payments and/or premium refunds due to you in the same Trust Account as we use for regulated business. In this case we will establish a separate Trust Account in order to provide an equivalent degree of protection for your money.
- 8.4 The terms of the Trust Account (s) permit us, in line with standard industry practice, to use the money held in the trust ("Trust Monies") on behalf of one client to pay another client's premium before the premium is received from that client and to make claims payments and/or premium refunds to another client before we receive payment from the insurer. However, we are not permitted to use monies held in this account for any other purpose.
- 8.5 In the normal course of business and within the standard terms of our Trust Account (s) arrangements, we shall retain sole rights to all interest and earnings received on Trust Monies rather than pay them to you.
- 8.6 We will pay premiums directly to insurers and receive premium refunds and/or claim payments directly from insurers or their representatives except where we have engaged the services of another intermediary, in which case settlements may then be transferred between us and the other intermediary. Should such an intermediary be located outside the United Kingdom, payments will be made to and from their jurisdiction and will be subject to a legal and regulatory regime different from that of the United Kingdom.
- 8.7 We believe the above arrangements provide you with significant and effective protection. Your agreement to all aspects of these arrangements will be assumed unless an objection is registered with us or where applicable our Appointed Representative prior to your first remittance being received by us.

9. General

9.1 Claims against us

You agree that any claim brought by you against us pursuant to these terms of business shall only be brought against Finance ReDirect Limited and shall not be brought against any of its employees, directors or officers.

9.2 Data Protection Act

We both warrant that we will duly observe all the requirements of the Data Protection Act 1998.

9.3 Confidentiality

Except as set out below, we agree to keep all information received from you confidential and to use it solely for the purpose of providing the Services. This obligation of confidentiality will not apply where: you have given written permission otherwise; disclosure is required to satisfy legal obligations or regulatory requirements; disclosure is normal to broking industry practice (for example to insurers or prospective insurers); such information is in the public domain; or the information is rightfully in our possession other than as a result of a breach of any obligation of confidentiality. You agree that information given by you can be used by us for compiling data and statistics for use by Finance ReDirect Limited. If such data or statistics are circulated outside Finance ReDirect Limited, it will not be done in a way that identifies you. This obligation of confidentiality shall cease to apply three years from expiry or termination of these terms of business.

9.4 Intellectual Property

We shall retain all title, copyright, patents and other intellectual property rights to all Finance ReDirect Limited developed computer programmes, models and tools and to their output and to all Finance ReDirect Limited developed methodologies and documents used in the performances of the Services.

9.5 No Assignment or Waiver

A failure at any time by either of us to enforce any right or obligation shall not be deemed to be a continuing waiver of such right or obligation. You may not assign your rights or obligations without prior written consent.

9.6 Entire Agreement and Conflict

These terms of business including for the avoidance of doubt any Insurance Review forms, constitute the entire agreement between both of us with regards to our engagement and supersedes all proposals, prior discussions and representations, oral or written between both of us relating to the subject matter.

9.7 Severability and Variation

If any of these terms of business is or becomes or is found by a court or other competent authority to be illegal, invalid or unenforceable, in whole or in part, under any law, such term or provision or part will to that extent be deemed not to form part of these terms of business and the legality, validity and enforceability of the remainder of these terms of business will not be affected or impaired. These terms of business may only be amended or varied if agreed by both of us.

9.8 Partnership

Nothing in these terms of business and no action taken by either of us pursuant to these terms of business will create or be construed as creating a partnership, association, joint venture or other co-operative entity between us.

9.9 Third Party Rights

A person who is not a party to these terms of business has no right under the contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of these terms of business.

9.10 Force Majeure

We shall not be liable in any way for failure to perform, or delay in performing our obligations under these terms of business if the failure or delay is due to causes outside our reasonable control ("Force Majeure"). In the event of a Force Majeure arising we will notify you as soon as reasonably practicable.

9.11 Notices

Notice of termination given by either you or us will be in writing and will be delivered personally or sent by first class recorded delivery post to the other's registered address. In the absence of evidence of earlier receipt, any notice or other communication will be deemed to have been duly given if delivered personally, when left at the registered address of the relevant party and signed for (in acknowledgment of receipt) on behalf of the relevant party; and if sent by first class recorded delivery post, three clear business days after posting.

9.12 Governing Law and Jurisdiction

These terms of business shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with it shall be submitted to the exclusive jurisdiction of the English courts.

9.13 Conflict of Interest

These terms of business will not prevent us from acting for other clients who may be competitors of yours.

In the event that we identify a conflict of interest in our providing any of these Services to you we will immediately notify you and, where we are able to do so, will agree how to continue to provide these Services.

January 2005