

RFIB Connect – Terms of Business Agreement

49 High Street, Lyndhurst, Hampshire, SO43 7BE
tel: 02380 283233 fax: 02380 283038

INFORMATION ABOUT US

RFIB Connect is a trading name of Bridle Insurance Brokers Limited of 49 High Street, Lyndhurst, Hampshire, SO43 7BE is an independent broker. We are authorised and regulated by the Financial Services Authority ("FSA"). Our permitted business is advising, arranging and assisting in the administration and performance of general insurance contracts. We may also act as agents of Insurers. Our FSA Register Number is 453862. 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.

Please read this agreement carefully as it sets out the terms on which we agree to act for you and contains details of our regulatory and statutory responsibilities and the way in which we handle money. Please contact us immediately if there is anything in these terms of business that you do not understand or with which you disagree.

Please note that wherever we refer to insurer(s) we mean both insurer(s) and reinsurer(s). Whenever we refer to insurance we mean insurance or reinsurance.

CLIENT CLASSIFICATION

The FSA regulations set out two types of customer, Retail and Commercial, and different levels of Consumer protection apply to each. We have classified you as a Retail Client.

RELATIONSHIPS

As independent insurance intermediaries we act as the agent of you, our client. We are subject to the law of agency, which imposes various duties on us. We may also act as reinsurance brokers to underwriters with whom we have placed your insurance(s). Where this gives rise to a conflict of interest, we will advise you.

Bridle Insurance Brokers Ltd is wholly owned by RFIB Group Limited, an independent Lloyd's Broker. Our registered office is Staple Hall, Stone House Court, 87-90 Houndsditch, London EC3A 7NP

OUR SERVICES

We offer insurance products to clients from a range of Insurers. A list of insurers is available on request. We have also negotiated and placed various facilities (binding authorities and line slips) with a single Insurer or groups of Insurers. Where we place business under a binding authority we will be acting as agent of Insurers. We will advise you if this is the case.

We will advise and make a proposal to you after we have assessed your needs on the basis of the information provided by you. This will include the type of cover you seek and the costs. Upon receipt of your instructions we will place insurance with insurers and keep you informed of the progress of our negotiations. If we are unable to place your insurance(s), we will advise you of that fact.

SECURITY

We have regard to the financial standing of any Insurers with whom we place insurance. However we do not guarantee the solvency of any insurer we place business with. Your liability for the premium, whether in full or pro rata, may arise under insurances even where a participating Insurer becomes insolvent or goes into administration.

POLICY DOCUMENTATION

Our aim is to produce evidence of cover in a timely manner. The documentation we provide will confirm the basis of the cover, give details of the Insurer(s), and will be followed by a debit note or premium billing.

Prior to the conclusion of the contract you will be given a statement of demands and needs. You should read this carefully. It will set out your demands and needs and confirm whether the contract has been personally recommended and if so, the reasons for making that recommendation.

You will be provided with renewal terms in a durable medium in good time before expiry of the policy, or we will notify you that renewal is not being invited. Attached to the renewal terms will be statement of any changes to the terms of the policy, and changes to the directive-required information (information required under EU Directives), statement of price and information about cancellation where appropriate.

You will be given an explanation of any changes, where necessary and in good time, which might appear in your policy and you will be advised of your right to request a new policy statement.

If renewal is not being offered, you will be notified in good time before the expiry of the policy.

You must read any documentation as soon as you receive it to understand its full terms and conditions and how they affect your own and Insurers' obligations. Please contact us immediately if there is anything in it that you do not understand. Failure to comply with the terms and conditions of the cover provided may mean that Insurers will not pay your claim.

It is our standard practice to retain insurance documents for business arranged on your behalf in electronic or paper format for a minimum of 6 years.

For some types of insurance cover it is possible that a claim may be made under an insurance long after its expiry date and it is therefore important you keep such documents safely.

Mid-term changes to your policy will be provided in good time, prior to the change taking effect.

CLAIMS

You must notify us as soon as possible of a loss, claim or circumstances that may give rise to a claim in accordance with the notification provisions contained in your policy. We will remit claims payments to you, or to

RFIB Connect – Terms of Business Agreement

49 High Street, Lyndhurst, Hampshire, SO43 7BE
tel: 02380 283233 fax: 02380 283038

such other parties as may be agreed with you and your Insurers, as soon as possible after they have been received on your behalf.

We will provide you with all reasonable assistance in submitting a claim and seeking to obtain reimbursement or indemnity without charging you for doing so (unless otherwise agreed with you as part of our remuneration) for so long as we continue to act as your insurance brokers in respect of the relevant insurances. Thereafter, we will either pass any outstanding claim file(s) to you or your new brokers and cease to handle them, or charge you such further fees as may be agreed between us for the continued handling of the outstanding claim(s).

DUTY OF DISCLOSURE TO INSURERS

Any information made available by you to us is your responsibility and must be correct. Any failure to disclose facts or circumstances which are known to you (or which ought to be known to you) and which are material to the insurance may invalidate your cover, either in part or in whole. Such facts material to the insurance are matters or information which may influence an Insurer as to the acceptability or otherwise of your proposal or continuance of your cover.

If there are material changes to your circumstances, or to the risk that underwriters are insuring, during the period of the insurance, you should disclose these. Please contact us to discuss any such changes. If you are in any doubt as to whether a fact is material or not then we recommend that you disclose it to Insurers.

Whilst the effects of failing to disclose material facts to insurers will vary depending on the Law applicable to the policy this may well limit or exclude your rights to bring a claim under the policy, or may allow insurers to avoid the policy in its entirety.

In addition, you should be aware that answers to questions in a proposal form or any supporting information form the basis of, constitute part of, or are incorporated in the policy. Under some jurisdictions or some proposal form wordings this may have the effect of making them warranties. If they are incorrect you may lose all rights to claim under the policy even if the incorrect statements are unrelated to the circumstances of any loss or claim.

PREMIUM

You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in our debit notes. Failure to meet the payment date may lead to Insurers cancelling your policy.

Where Insurers have specified that the premium must be received by a certain date, failure to comply can result in the automatic termination of your insurance contract.

REMUNERATION

Our remuneration may be as a) a fee, which would usually be fully earned at inception, b) a commission, which is a percentage of any insurance premium payable by you and allowed by the Insurer with whom the insurance is placed, (which in certain cases may be a minimum premium), or c) a profit commission or d) a combination of a), b) and c).

Commissions are earned for the period of the insurance and we will be entitled to retain any earned fees and commission in respect of the period of the insurance in relation to insurances placed by us, and in the event of a mid-term adjustment we may be entitled to further commission or fees on that premium.

You are entitled to request that we notify you of the level of remuneration we receive from underwriters.

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 as our Client) or which we treat as "Client Money" in accordance with the FSA's Client Money rules.

We only hold Client Money on behalf of an Insurer in accordance with a written agency agreement. The majority of insurers that we use have granted us risk transfer. This means that when we receive premium from you or when we receive a return premium or claims monies from the insurer that are due to you, we will be holding this money as an agent of the insurer. When risk transfer has not been agreed, we will advise you when the money has been paid to the insurer.

NON-STATUTORY TRUST

We hold Client Money in a non-statutory trust account. This means that we are entitled to, and may, use Client Money held on behalf of one client to pay another client's premium before the premium is received from that other client, and to pay claims and premium refunds to another client before we receive payment from the Insurer. However, we are not entitled to use Client Money to pay commissions before we receive the relevant premium from the client.

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

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 the insurer or product provider.

SEGREGATION OF DESIGNATED INVESTMENTS

We keep Client Money separate from our own money and this may include holding Client Money in segregated designated investments. However, we may also do this by arranging to hold separately permitted designated investments with a value at least equivalent

RFIB Connect – Terms of Business Agreement

49 High Street, Lyndhurst, Hampshire, SO43 7BE
tel: 02380 283233 fax: 02380 283038

to the money that would otherwise have been paid into a client bank account. If we do this we will be responsible for meeting any shortfall in our client money resource which is attributable to falls in the market value of a segregated investment. All Client Money is held in accordance with FSA Rules.

INTEREST ON CLIENT MONEY

Any interest earned on Client Money held by us and any investment returns on any segregated designated investments will be retained by us, rather than paid to you.

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.

BANK ACCOUNTS

We will always deposit money with an approved bank, which will generally be Lloyds TSB plc. Please let us know immediately if you do not wish us to use this bank or if there are any other banks you would not wish us to use. A list of banks we currently use is available on request.

CANCELLATION CLAUSE

Your insurance contract may include a cancellation clause. In the event you fail to pay your premium by the due date, the insurance may be cancelled forthwith or from inception or by Insurers giving notice of cancellation. In the event of cancellation of the insurance contract, Insurers may allow a return premium to us.

Once our remuneration has been earned, in the event that the insurance is cancelled after inception, our earned fees or commission will not usually be returnable.

CANCELLATION OF THIS AGREEMENT

This agreement will continue until terminated by either party giving 30 days' notice in writing to the other. In the event that you terminate our services we will be entitled to receive any fees or commission payable for insurance(s) that we have already placed.

COMPLAINTS

If you wish to register a complaint at any time during the insurance process, please contact us, either in writing to:

The Compliance Officer, Bridle Insurance Brokers Limited, 49 High Street, Lyndhurst, Hampshire, SO43 7BE

Or by telephone on: 023 8028 3233

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service AT South Quay Plaza, 183 Marsh Wall, London, E14 9SR; telephone 0845 080 1800; website www.financialombudsman.org.uk

COMPENSATION

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS at 7th floor, Lloyds Chambers, Portsoken Street, London, E1 8BN ; telephone 020 7892 7300; Fax: 020 7892 7301; email enquiries@fscs.org.uk

MONEY LAUNDERING/PROCEEDS OF CRIME ACT

UK money laundering regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. We are obliged to report to the National Criminal Intelligence Service or its successor agency any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

Claims payment 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.

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. Your personal information will be kept secure.

LAW AND JURISDICTION

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.