

TERMS OF BUSINESS AGREEMENT
COMMERCIAL

Erskine Murray Ltd
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Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the section headed 'Your Responsibilities' and 'The Processing of Your Personal Data' on page 3; specifically the paragraph explaining how 'special categories of personal data' will be used.

For your own benefit and protection you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

The Financial Conduct Authority

Erskine Murray Ltd are authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 707444.

Our permitted business is advising, introducing, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities. You may check this on the Financial Services Register by visiting the FCA website register.fca.org.uk/ or by contacting the FCA on 0800 111 6768.

Our Service

We offer a wide range of insurance products and risk management services to both businesses and individuals. Our role is to advise you and, after we have assessed your needs, to provide you with a personal recommendation explaining why the product recommended best meets your requirements. In some circumstances we do not provide a personal recommendation and we will therefore confirm the type of service in separate documentation before finalising your insurances when this is the case. We will then at your request arrange insurance cover to meet your requirements, help you with any ongoing changes you need to make and provide assistance on claims. Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular premiums, we do not offer advice in relation to this but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

We act as an insurance intermediary, not an insurer. We will usually act on your behalf when arranging your insurances, when helping you make any changes to your policy, when you renew your insurance and in the event of a claim. If there are any circumstances where we act as an agent of the insurer, we will let you know the capacity in which we act before we finalise your insurance arrangements.

We provide a personal recommendation and select personal and commercial insurances from a fair and personal analysis of the market, but for certain products, we only select products from a limited number of insurers or only offer products from a single insurer, which means we do not give a personal recommendation on the basis of a fair and personal analysis. We will give you further information about this before we finalise your insurance arrangements. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised. We will not in any circumstances guarantee the solvency of any insurer.

We may be able to offer finance for insurance instalments through the insurer and / or Premium Credit Ltd and/ or Close Brothers Premium Finance Ltd. We will give you further information about this before we finalise your instalment arrangements.

Ownership

Erskine Murray Limited is a wholly owned subsidiary of Bartleet Enterprises Ltd.

Complaints

If at any time you are unhappy with our service to you, please contact your Account Executive giving details of your complaint. Alternatively, you may contact our Complaints Officer at our address shown at the top of this page. We will deal with any complaint swiftly and fairly. When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request.

If you make a complaint, we will acknowledge it within five working days giving you a response if we can. If we are unable to answer your complaint at that time we will explain by whom and how we will handle your complaint. We will normally respond within 20 working days although the time scale may be longer if the complaint is complicated or we require information from other parties in which case we will keep you advised.

If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Access to the FOS (see www.financial-ombudsman.org.uk for details) is available for complainants coming within one of the following categories at the time we receive the complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)

- Other small businesses (with an annual turnover of below £6.5 million, and less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

If your complaint relates to a contract of insurance please follow the Insurers own complaints procedure as shown in the policy booklet.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit
- For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or www.fscs.org.uk

Payment for Our Services

We normally receive commission from insurers, product providers and where applicable finance providers. Any commission we receive will be paid from the insurance premium and any finance charge payable by you. Any fees which we charge are set out within either the client report or this terms of business. For policies placed with some insurers we have an agreement that if our account with them meets certain pre-agreed parameters, the insurers will pay us an additional income. Where a fee is required for arranging cover this will be identified and agreed with you beforehand. If any other fees apply they will be individually negotiated and agreed prior to the conclusion of any contract. In good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of commission which we receive from underwriters and premium finance providers. 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. We sometimes ask other brokers to assist us in arranging cover on your behalf where we believe this is to your benefit. Unless a fee arrangement has been agreed, these brokers will usually be paid by brokerage which will be included in the premiums charged.

We will not impose any fees or charges in addition to the premium required by the Insurer without first disclosing the amount and purpose of the charge and agreeing this with you; however we reserve the right to charge a fee of £50.00 for supplying copy policies requested by other parties, such as solicitors or banks for commercial customers. If you require us to carry out other services such as due diligence then separate fees will be agreed at the time of the request.

We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

Payment of Premium

We will notify you of premiums due to Insurers by sending you an invoice, which will normally be sent to you within fourteen days from the start of cover. Premiums are due from the moment the insurance comes into force. So that we can settle with Insurers promptly, we ask that you pay the premiums due within the terms specified on the invoice, which normally is immediately. In certain circumstances, Insurers may impose a specific policy term or "Premium Warranty" requiring payment of the premium by a certain date. Please be aware that if you do not make payment by this date, Insurers may cancel the policy from the date when cover originally came into force.

It is your responsibility to pay premiums on time and as required by any policy conditions. We are unable to fund premiums on behalf of clients. Where you are due a refund of premium this can only be made once we have received funds from Insurers.

Handling Money

Our financial arrangements with most insurers are on a "Risk Transfer" basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust account set up in accordance with FCA rules. Interest earned on monies held in such a Statutory Trust account will be retained by us. Any cash balance held by us for you will be held in accordance with FCA "Client Money Rules" and will be held separately from our own money in a trust account.

For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

Please note that where we place cover for you in respect of overseas operations Client money may be passed to another insurance intermediary located outside the United Kingdom, and the legal and regulatory regime applying to that client money so held may well be different from that of the United Kingdom. In the event of the failure of the insurance intermediary, client money may be treated differently than if the money were held by an insurance intermediary in the United Kingdom. You may notify us if you do not wish your money to be passed on to a person in a particular jurisdiction.

Cancellation of Insurances

You should make any request for the cancellation of a policy in writing and, if required by your insurer, any relevant certificate of insurance must be returned to us or to the insurer concerned. Please note that many policies do not allow any refund in premium if

the policy is cancelled before it expires and where cancellation with a refund is permitted this is usually subject to no claims having been made under the policy and the terms of your policy may allow for Insurers to charge short-period premiums (this means where more than a pro rata premium is charged) in the event of cancellation mid-term.

In the event that you wish to cancel your policy mid-term and your policy includes a cancellation clause within, we reserve the right to charge a cancellation fee of 16% of the annual premium, which will be subtracted from the refund in premium once processed.

Where an insurer allows a refund and the refund is less than £10.00 in total the refund will be treated as a fee.

Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include deliberate failure to comply with these Terms of Business or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

Unless otherwise agreed in writing, if our relationship ends, 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.

Your Responsibilities

You are responsible for providing complete and accurate information which insurers require in connection with any proposal for insurance cover. You have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size and complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

The Processing of Your Personal Data

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details and 'health' or 'criminal offences'.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances and in arranging insurance premium finance. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing info@erskine-murray.co.uk.

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our Head of Compliance by emailing compliance@erskine-murray.co.uk or by writing to Erskine Murray Ltd, 1 Penman Way, Grove Park, Leicester, LE19 1SY. How we process your personal data is detailed further within our Privacy Notice.

Credit Checks

We, and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

Conflict of interests

Occasions may arise where we, or one of our associated companies, clients or product providers, may have a 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.

Claims

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

Limit of Liability

Our aggregate liability for negligence, breach of contract, breach of statutory duty or other claim arising out of the services we provide to you shall be limited to £5,000,000 other than in respect of personal injury or death caused by our negligence where no limit shall apply furthermore we shall not be liable for loss of profit or loss of revenue or loss of opportunity or loss of reputation or loss of anticipated savings or any other form of consequential or indirect loss.

Governing Law

Erskine Murray Limited undertakes its activities as an insurance broker in accordance with the Laws of England and Wales and any disputes will be governed by and construed in accordance with the Laws of England and Wales.

Erskine Murray Limited, Registered in England and Wales under Company No. 09564100. Registered Office, Whittles, The Old Exchange, 64 West Stockwell Street, Colchester, Essex, CO1 1HE.