Horner Blakey Ltd

Authorised and regulated by the Financial Services Authority No: 446519. Registered Office: 124 Finchley Road, London, NW3 3AP. Registered in England & Wales No: 5630996, Consumer Credit Act Licence No: 585579, Data Protection Act Registration No: Z9463849

Declaration of Status and 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 and to insurers. 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. *In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded*.

Definitions
A Consumer means anyone acting outside their trade or profession. A Commercial customer means a customer who is not a Consumer. Reference to 'you' or "your" means you (and or your appointed agent whichever is the most appropriate party) and 'we' or 'us' or "our" means the firm as noted in the heading to this document.

Who regulates us
We are authorised and regulated by the Financial Services Authority (FSA) an independent body that regulates the financial services industry in the UK. Our details may be confirmed on the FSA's Register at www.fsa.gov.uk or by phoning the FSA on 0845 606 1234.

Our service
We are an independent intermediary committed to providing quality advice and service plus products from a range of insurers. As an intermediary and your agent we owe various duties to you. However, in certain circumstances we may act for and owe duties of care to other parties such as insurers who may authorise us to underwrite and settle claims on their behalf within a delegated authority. We will advise you if these circumstances occur so you will be aware of any possible conflict of interest and to obtain your advices as to how you would wish us to proceed. A conflict of interest is something that we do or fail to do that is in our or someone else's interest and which may work to the material detriment of a customer.

Our permitted business activities are advising, arranging (bringing about) deals, making arrangements with a view to transactions, dealing as agent, assisting in the administration and performance of a contract and agreeing to carry on a regulated activity in respect of General Insurance contracts for all customer types.

We offer a wide portfolio of General Insurance products from a range of insurers and undertake to explain all the main features of the products and services that we offer as well as the basis on which we have provided information and or advice.

We may offer certain products from one provider only where this enables us to maximise value for our customers. We may also recommend preferred suppliers in situations where it is appropriate for our customers. For certain customers this may involve a panel of insurers. We will confirm prior to inception of cover if any of these circumstances apply to you. A list of insurers relevant to your insurance arrangements is available on request.

We will advise you and if applicable, make a personal recommendation after we have assessed your insurance needs. This will include the type of cover you require together with the costs involved.

We will keep you informed of the progress of our negotiations and upon receipt of your instructions we will place, amend or renew insurance cover with insurers. We shall assume unless you confirm to the contrary in writing, you have authorised us to agree the terms and conditions of your insurance policy with insurers consistent with your instructions. We will advise you of any inability to place your insurance.

You are not to rely on any insurance policy you have instructed us to place on cover until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in place. Please note that you must comply with the terms and conditions of the insurance policy you purchase including any matters where the insurer makes cover subject to your compliance with conditions or with express or implied warranties. Failure to comply will entitle the insurer to cancel your insurance contract and risk a loss you suffer not being paid in part or in full. Also see Claims.

Prior to the conclusion of each insurance contract or upon renewal, we will remind you of your right to be advised of the level of commission which we receive from insurers. 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.

Please also note that unless your policy confirms otherwise, the rights under your policy may only be pursued in an English Court of Law.

If resident in a country other than the UK
The law or regulations in your country of residence may take precedence over any relevant UK legislation. Therefore references in this document to the FSA or Financial Ombudsman Service or Financial Services Compensation Scheme and any rights or benefits thereunder may also not apply. If you wish to clarify your position in this respect then we will discuss this with you on request.

Duty of Disclosure
We would draw your attention to your responsibility to provide complete and accurate information to insurers and us prior to and when you purchase an insurance policy, throughout the life of the policy and when you renew that policy. **Failure on your part to immediately disclose information relevant to your insurance or any inaccuracies in the information given could result in your insurance cover being invalid or not fully operative.**

All statements and material facts disclosed on proposal forms, statements of fact, claims forms and other documents should be full, true and accurate. Material facts are those that would influence an insurer in deciding whether or not to accept a risk and the terms and conditions that would apply. Where forms are completed or partially completed on your behalf, you should check

them for accuracy before signing. **If you are in any doubt as to whether a fact is relevant, you should disclose it and then ask for guidance**. *Please note that this duty of disclosure applies to you and all persons who may benefit from the policy cover.*

"Cooling off" period (Consumer rights only)
Consumers have the statutory right to cancel a policy within 14 days of its conclusion or inception or renewal or upon receipt of the policy documentation whichever is the later. You may as a Consumer and without providing a reason, cancel the policy in accordance with its terms and conditions. Any policy documentation and in particular any legal document, i.e. a Certificate of Motor Insurance, should be returned with your instruction to cancel. These cancellation rights do not apply to a short-term policy of less than one month's duration or to a policy for which the performance has been fully completed by both parties at your request before you exercise your right to cancel. If no premium has been paid then a time on risk premium inclusive of Insurance Premium Tax (IPT) including any relevant administration costs may be charged.

Notification of Changes and Alterations
Amendments to policies after inception may be arranged upon receipt of full details (see Duty of Disclosure) and on return of the Certificate of Insurance (if applicable). Cover is subject to acceptance by insurers and payment of any additional premium required inclusive of IPT. A transaction charge payable to us may be added to any additional premium payable. (Also see Our Remuneration and Transaction Charges).

Insurer Security
Insurers are subject to FSA regulation and required to have adequate capital resources. We carry out regular checks on all insurance markets used but cannot guarantee the solvency of any individual insurer. Your liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent. An insolvent insurer may also be unable to meet a proportion or all of any claim made. Consequently we recommend whenever possible insuring with those firms with higher credit ratings. Should you be concerned or require further information regarding your insurer then we will discuss this with you on request.

Quotations
Quotations are valid until the date cover commences up to a maximum of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

Renewals
Renewals are invited on the basis that there have been no changes in the risk other than those specifically notified to us or your insurers (see Duty of Disclosure and Notification of Changes and Alterations). Consumers also have the right to request a new policy document at renewal.

Documentation
It is your responsibility to read all documentation upon receipt and raise any query regarding it otherwise you may risk any loss you suffer not being covered in part or in full. Documentation including your Policy and Certificate, if applicable will be issued to you upon receipt from insurers. Our documentation will confirm to you the basis of cover, provide details of the insurers, set out your demands and needs, confirm whether the contract has been personally recommended by us and if so, the reasons for making that recommendation.

You must check all documentation issued to you to ensure the details are correct and the insurance cover provided meets your requirements. We will arrange insurance cover according to your instructions but only you can identify if it does not meet your intentions. If you are uncertain as to any meaning or have any concerns in respect of the insurance cover or if errors are discovered in the documentation then you must notify us immediately.

Payment of the Premium
BBPS Ltd is authorised and regulated by the Financial Services Authority under No: 307079. Registered Office: 5 Old Broad Street, London EC2N 1AD Registered in England and Wales No: 04659849. Consumer Credit Act Licence No: 542985, Data Protection Act Registration No Z8122399 and who supply various support services to us.

BBPS Ltd must receive payment by cheque, credit or debit card or be in receipt of a completed Direct Debit Mandate (with deposit where requested) drawn on a bank or building society or UK financial institution account in the policyholder's name and before cover commences unless we agree otherwise in writing. For payments made by credit card a 2.00% administration charge may apply to the amount paid to cover the card issuer's levy. If we agree for BBPS Ltd to accept payment from someone other than the policyholder then this may risk the enforceability of the policy. BBPS Ltd does not accept cash payment in any currency or payment by postal order or banker's draft or building society cheque. However, a bankers' draft or building society cheque showing the policyholder's name as account holder is acceptable in payment of premium.

We and BBPS Ltd have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we or BBPS Ltd 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 full payment of premium, fees or administration charges we shall provide full 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 BBPS Ltd may receive on your behalf (i.e. claims monies, refunded premiums and other sums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in cancellation or lapsing of your policy.

Transferred Business
When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements then you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

Short Period and Cancelled Policies
(Also see "Cooling off" period (Consumer rights only))
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 no claims having occurred and the cancellation terms of your policy a refund of premium may be available**. Details of applicable cancellation terms and charges will be found in your policy documents. Our commission and where appropriate, fees are fully earned from the date insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy.

Claims
We will assist you with advice 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, without delay and a claim form completed where required. Delay on your part in notifying a claim and or completing required forms will risk a loss you suffer 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 met 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 invalidate cover. If your claim involves damage to your property, please do not

- dispose of damaged items and or
- authorise repair work (except in an emergency or to prevent further damage)

until we, or your insurers advise that you can.

BBPS Ltd will remit claims payments received on your behalf, to you as soon as practicable after confirmation of receipt of cleared funds in the BBPS Ltd bank account. In the event that an insurer becomes insolvent or delays making settlement, we or BBPS Ltd do not accept liability for any unpaid amounts. Where we have a delegated authority from an insurer to settle your claim on their behalf we shall make you aware of this on notification of the claim and obtain your informed consent to proceed. We reserve the right to charge for our claims service if you request this to extend beyond our appointment to your Policy and this will be confirmed in writing before you incur any charge.

Our Remuneration and Transaction Charges
We are usually remunerated by commission from your insurer. You may be offered the opportunity to pay a fee partly or wholly in lieu of commission and in that event this will be confirmed in writing to you at the time of incepting or renewing your insurance.

We may also receive account-based remuneration from some providers, which are a reflection of our ability to work more efficiently with those firms and the quality of our customer base. In limited circumstances, we may receive additional amounts from firms where compensation for a personal injury claim is obtained or where a hire car is arranged following an accident. However it is our policy to place business with an insurer solely upon the principle of putting the customer's interest first. 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 may also make individual charges up to £50 to cover the administration of your insurances e.g. arranging a new policy, mid-term adjustments, short period or mid-term cancellations, renewals, replacement or duplicate documents, document fee and such other amounts that are confirmed in writing to you at the time of incepting or renewing your insurance.

Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and or agreed fees in respect of the full policy period including where you appoint another intermediary in our place during the currency of the policy or where a policy is cancelled after inception or renewal. (Also see Short Period and Cancelled Policies).

Client and Insurer Money
We are not authorised to handle Client money, all Client money is handled by BBPS Ltd who hold this either on your behalf or on behalf of your insurer(s) as determined by the Terms of Business Agreement with each insurer.

Where possible it is their policy to agree with insurers that when they receive premium payment from you this is held on insurers' behalf as their agent. This protects you against the risk of their insolvency as the money is deemed to have been immediately received by the insurer. However, the insurer will not have fulfilled their obligation to pay a claim or premium refund to you until BBPS Ltd pays those monies to you. Equally, once BBPS Ltd have received a premium payment from you, they shall be unable to refund that premium to you without the insurer's consent.

Client money, that is money held on your behalf, will be held in a Non-Statutory Trust Account in accordance with the FSA Client Money rules. A copy of these rules is available at FSA website www.fsa.gov.uk

Under the terms of a Non-Statutory Trust, general creditors are not able to make claims on Client money. The fact that money is held on trust gives rise to fiduciary duties, which will be owed to you until your money reaches the insurer or product provider who has permission to hold monies at the insurer's risk. BBPS Ltd are entitled to use Client monies held on behalf of one customer to pay another customer's premium before the premium is received from that other customer, and to pay premium refunds before they receive payment from the insurer. However, they are not entitled to use Client monies to make commission payments before receipt of the relevant premium payment from the customer.

BBPS Ltd may hold both Insurer and Client money in the same bank account but when this happens insurers will have previously agreed that any claim by you on monies that are Client money will come before their claim.

BBPS Ltd may also hold separately permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a client bank account. They will be responsible for meeting any shortfall in the client money resource that is attributable to falls in the market value of a segregated investment.

Unless we receive your written instruction to the contrary, we shall treat receipt of payment from you and of any claim payment and or refund of premium which fall due to you, as being within your informed consent to the payment of those monies into a

Non-statutory trust bank account operated by BBPS Ltd. Interest earned on Client and Insurer Money held by BBPS Ltd is retained by BBPS Ltd.

BBPS Ltd may transfer Client money to another broker or settlement agent for the purpose of effecting a transaction on your behalf. 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 business failure of that 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 in the UK. Please notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

Our liability to you
Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurance cover as acceptance of the limitation of our liability to you and to any other person with an interest in your insurance cover, as follows;
Except in respect of any claim: -

- resulting from our fraudulent act; or
- resulting from a breach by us of the FSA's rules or Principles of Business; or
- in relation to any liability for death or personal injury resulting from our negligence; or
- in relation to any other liability which cannot lawfully be excluded or limited

our liability to you (whether in contract, tort (including, without limitation, negligence) or otherwise) shall be limited to £1,000,000 in respect of any and all insurance mediation activities undertaken by us on your behalf over any 12-month period.

This Agreement contains all obligations owed by us or BBPS Ltd to you. Our and BBPS Ltd's liability shall be strictly limited to direct liability in contract. We and BBPS Ltd expressly exclude any liability for indirect or consequential loss howsoever arising and any and all liability in tort save in relation to liability for our negligent acts causing personal injury or death or other liability expressly reserved by statute.

Compensation
We are covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the FSCS if we cannot meet our obligations. Full details and further information on the scheme are available from the FSCS at www.fscs.org.uk

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 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 may from time-to-time, provide you with marketing information on other products we supply and or pass your address details to other suppliers of financial services products whom we approve. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat issue of this Terms of Business as evidence of your informed consent.

We take appropriate steps to ensure the security of any documents, other property or information handled or held on your behalf. It is our policy to retain records for business effected on your behalf for a minimum of 3 years after expiry 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.

Termination of our authority to act on your behalf
You or we may terminate our authority to act on your behalf by providing at least 14 days notice (or such other period we agree). Termination is without prejudice to any transactions already initiated by you and which will be completed according to these Terms of Business unless we agree otherwise in writing.

You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and or fees payable in relation to insurance cover placed by us prior to the date of written termination of our authority to act on your behalf.

Severability
If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

Assignment
We are entitled to assign the benefit of this Agreement (but not the burdens as set out in this Agreement) to BBPS Ltd or any other company within the group of companies of which they are part but then only for so long as such company remains a member of such group.

Law and Jurisdiction
These Terms of Business which form our agreement with you shall be governed by and construed in accordance with the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales unless we agree with you otherwise.

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

Horner Blakey Ltd
Customer Complaint Procedure

If you feel dissatisfied with the service you have received
We will always endeavour to provide you with a high level of customer service. It is important that we listen to customers' feedback as this enables us to improve our standards of service for the future. So, if you have a concern then please let us know as soon as possible in order that we can try to put things right.

However, sometimes, things do go wrong and you may feel we have not provided the service you expected. This procedure outlines the process we will use to promptly and fairly deal with any issue you raise. Providing you with a copy of the procedure at the time of the complaint and before we have had an opportunity to carry out an investigation does not infer any liability on our part.

Please note that we record and monitor all complaints centrally to ensure the matter is dealt with properly and that action is taken to avoid a similar problem arising in the future.

What to do next
You may register your complaint with the Manager or Customer Service Manager if applicable, of the office you usually deal with and by e-mail, in writing, by telephone or in person but whichever method of communication you choose we will give each the same level of importance.

Or, alternatively you may refer the matter to
e-mail:mailto: **n.horner@hornerblakey.co.uk**

post:
The Compliance Officer
Horner Blakey Ltd
3rd Floor, Bury House
31 Bury Street
London
EC3A 5AH

Tel: 0207 929 0108
Fax: 0207 929 0224

What we need to know
We need you to help us by summarising the problem, policies affected and the resolution you expect. Please ensure whenever possible that you quote any customer reference number together with the identity of our member of staff and office address.

What we will do
Our complaint investigation will follow the FSA rules and guidelines. The minimum standard you should expect from us is as follows: -

1. If we are unable to resolve your complaint by close of business on the next working day an acknowledgement will be sent no later than 5 working days after receiving your complaint. This will confirm who is dealing with the matter, their job title and when you may expect their response.

2. Before or at the 4-week anniversary of receipt of your complaint, we will confirm in writing that we:
   - accept the complaint and offer redress where appropriate
     or
   - have been unable so far to resolve the complaint and provide the reason e.g. sufficiently complex to warrant further investigation, information required from insurer etc and confirm when you may expect a further response
     or
   - reject the complaint and give a full explanation of our reasons.

3. Before or at the 8-week anniversary of receipt of your complaint and if matters still remain unresolved, we will provide you with our final decision or an update pending our final decision.

If you remain dissatisfied
You may be an eligible complainant within the rules of the Financial Ombudsman Service (FOS). Their jurisdiction covers these matters other than for broadly organisations whose turnover or net assets are greater than £1m. Should you remain dissatisfied with our final decision or more than 8 weeks have passed since receipt of your complaint then if you wish, you may contact the FOS. We will supply their contact details to you at this point.

All customers: Nothing contained within this Complaint procedure prejudices a right you may have to take legal proceedings.