

Terms of Business Agreement: Please read this document carefully as it details our terms of business (TOBA) under which we agree to act for you, our responsibilities to each other and in addition to the insurers and lenders with whom we place your business. By doing business with us you agree to do so on the terms of this document, unless we both agree otherwise. If there is anything that you do not understand or that you disagree with please ask or inform us immediately, our registered office is 1 Horsted Square, Bellbrook Business Park, Uckfield, East Sussex, TN22 1QG and any communication should be addressed 'FAO the Managing Director'. **Your receipt of this document constitutes your informed consent to its contents.**

Regulation: The Expert Insurance Group, PI Expert, MI Expert, JCT Insurance and Affinity Insurance and Mortgage Services are trading styles of Affinity Select Insurance Services Ltd (ASIS). ASIS act as an Independent Intermediary and are authorised and regulated by the Financial Conduct Authority (FCA). Our Registration Number is 300348 and our details can be confirmed on the FCA Register at www.fca.org.uk.

Our Service: The activities for which the FCA have given us authority are advising on General Insurance cover and arranging General Insurance policies to meet your requirements and assisting in the administration and performance of such policies, including claims support. General Insurance includes Home Insurance cover as well as Life, Critical Illness, Income Protection and Accident, Sickness and Unemployment cover. We are also authorised to advise on regulated Mortgages, arranging Mortgages and assisting in the administration and performance of Mortgage contracts. We have a Credit Broking permission and we are authorised to hold client money. In connection with Mortgages we have a limited permission for Debt-Counselling and Credit Information Services.

We have trading relationships with various parties who are Introducer Appointed Representatives under FCA regulations. A list of our Introducer Appointed Representatives is maintained by the FCA and can be checked on their Register.

We offer products from a range of insurers and lenders. We will provide you with a list of these if you request this. For some products, we only offer one insurer or lender. We will always tell you if we have only used one provider to source your cover or lending requirements.

In all cases we will advise and make a recommendation for you after we have assessed your demands and needs. This will include the type of insurance cover or mortgage that is suitable for your needs, together with the costs.

Upon receipt of your instructions we will place the business with your chosen insurers and/or lenders and keep you informed of the progress of our negotiations. We will assist you in the administration of your insurance and mortgage contracts or as otherwise separately agreed in writing. We will explain to you the main features of your insurance and mortgage contracts. In accordance with your instructions we will renew your insurance contracts and review your mortgage and protection requirements.

We will advise you of any inability to place your insurance or mortgage. We shall exercise reasonable skill and care in the performance of our services. We normally act as your agent and therefore owe responsibilities to you, on occasions we may act as an agent of the insurance company or lender, such as for premium collection or arrangement fees. Where a conflict of interest arises we will manage this fairly and transparently.

Our staff will endeavour to deliver a professional service and provide appropriate advice. Insurance Broking staff can take instructions from you on Insurance Broking Services only, Mortgage Advisers are able to provide advice on both Mortgages and General Insurance Products. Insurance advice may differ from or conflict with other advice which you may receive. In this event, you need to let us know in order that we can help you deal with any such conflict or difference.

Confidentiality: All information provided by you will be treated as private and confidential except where the disclosure is made at your request or with your consent in relation to obtaining insurance quotations and mortgage quotations for you, placing insurance or arranging a mortgage on your behalf and all other matters relating to your insurances and mortgages, including the making of claims or where required by law or by order of a court to disclose

such confidential information. Unless you have requested otherwise we may also use it to provide information to you about other products and services which we offer.

Data Protection: Where applicable, we will treat any personal information about you in accordance with the Data Protection Act 1998. We will respect the confidentiality of information that relates to you. We do need to share some of this information with insurers and others in order to carry out your instructions effectively and for your own protection. We may also need to disclose information in accordance with statutory regulations or for other lawful reasons. Please be aware that insurers may share information with each other. This is detailed on most proposal forms that you will be asked to sign. You have a right to see personal information that we hold about you. If you have any such concerns, please write to us enclosing a fee of £10.00. Please be aware that phone calls may be monitored and recorded.

Insurance Disclosure: Your insurance is based upon the information provided to the insurance company. Unless you are a Consumer (an individual buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) you must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before the setting up or renewal of your insurance policy is concluded, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it.

In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers. A senior manager is anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured.

If you deliberately or recklessly (i.e. without care) fail to comply with your obligations to present the risk fairly, insurers may avoid the policy. This means they can retain all premiums and treat the policy as if it never existed and refuse to make any claims payments. You could also be obliged to repay any claims payments that had already been made. If you fail to present the risk fairly, but your failure was neither deliberate nor reckless, insurers response will depend upon what would have happened if you had complied with your obligations:

- a. if insurers would not have provided the policy, they may treat the policy as if it never existed, refuse to make any claims payments and demand the return of any claims payments already made. However, insurers would have to return any premium payments already made;
- b. if insurers would have provided the policy but on different terms, the policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being met in part or in full;
- c. if insurers would have provided the policy but charged a higher premium, insurers may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment under the policy.

All statements and facts disclosed on proposal forms, statement of facts, claim forms and other documents should be full, true and accurate and must be given after undertaking a reasonable search, including consulting with your senior management. Where forms are completed on your behalf you must check them for accuracy and completeness before signing them. You must always read the declaration and make sure you understand it before you sign.

Consumers - Under the Consumer Insurance (Disclosure & Representations) Act 2012 it is your duty to take reasonable care not to make a misrepresentation to an insurer before entering into (including at renewal) or varying an insurance policy. This means that you must take reasonable care to answer insurer's questions fully and accurately and if you volunteer additional information you must take reasonable care to ensure that it is not misleading. You should take time to check your records before completing proposal forms and other documents as if you fail to answer insurer's questions fully and accurately your policy could be invalidated which may result in part or all of a claim not being paid.

Insurance Quotations & Renewals: 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 are invited on the basis that there have been no changes in the risk other than those specifically notified to us or your insurers.

Insurer Security: Insurers that are authorised to write business in the UK are subject to regulation and are required to have adequate capital resources. 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 and you may have to pay a further premium to pay for alternative insurance cover. You understand and agree that we are not the insurer of any policy and that we do not guarantee either the availability of cover or the financial security or solvency of an insurer.

Your Instructions: We will use reasonable endeavours to act in accordance with your reasonable instructions. If we are not substantially able to bring about what you want us to or, if it is not possible to achieve what you want within the timescales set, we will tell you. We will tell you what we can achieve.

You may instruct us by fax, by e-mail, by telephone or during face-to-face meetings. We cannot guarantee that your instructions have been received unless we have acknowledged them in writing. We reserve the right to refuse instructions but, if we do, we will inform you. If you would prefer us not to use a particular method of communication you must inform us.

Please note that office hours are Monday to Friday, 9.00am to 5.30pm. The office is not open for business on statutory ("Bank") holidays. Our service standards are to normally respond to instructions within 24 hours during the working week. If you have an urgent request you that needs to be processed more quickly you should always telephone and speak to someone. There is likely to be a delay in responding to instructions if they are received outside of office hours. We do not ordinarily issue receipts or acknowledgements unless specifically requested by you in writing.

Documentation: It is your responsibility to read all documentation upon receipt to ensure the insurance cover provided meets your requirements. If you have any doubts or queries you should seek our advice immediately, otherwise you risk any loss you suffer not being paid in part or in full.

Policy documentation will be issued to you in a timely manner and as soon as reasonably possible. If an insurer's standard policy wording is substantially different from the rest of the market then we will explain to you the significant differences and draw your attention any onerous terms.

You must comply with the terms and conditions of your insurance policy, especially any terms described as warranties and or conditions precedent to liability. Failure to do so could result in your policy being cancelled and or in a claim or claims not being paid.

Your insurance policy may create ongoing duties for you which you must continue to carry out. For example, a duty to disclose any change in circumstance that the insurers may regard as material to the ongoing insurance arrangements, your obligation to notify vehicle changes in accordance with the requirements of the Motor Insurance Database and the disclosure of your Employer Reference Number (ERN) for the Employers Liability Tracing Office. If you do not, insurers may cancel your policy or refuse to deal with any claim or claims and in respect of the Motor Insurance Database you may be liable to prosecution.

Documentation including your policy and certificate (if applicable) will be issued to you after receipt from insurers. In the event of delay, at your request, we could provide you with a specimen or standard policy.

It is our policy to retain documents or copies of documents for business effected on your behalf in electronic and or paper format for not less than three years. You must yourself retain certificates of Employers Liability Insurance from 31/12/1998 forwards, for a period of 40 years after their expiry date. You should retain records of Employers Liability Insurance prior to 31/12/1998 if you can. This is to safeguard your business against claims for

industrial disease or illness which may have developed throughout an employee or former employee's working career.

For Life Insurance and Protection policies you should retain the original policy document for the life of the policy, as it will be needed in the event that a claim has to be made.

Amendments: Amendments to policies after inception may be arranged upon receipt of full information and cover is subject to acceptance by insurers and payment of any additional premium required inclusive of Insurance Premium Tax (IPT) and any fee.

Claims: All incidents that could possibly give rise to a claim must be notified to us or your insurers in accordance with the terms & conditions of your policy and a claim form must be accurately and fully completed by you where required.

You must not admit liability to a third party for a loss or agree to any course of action other than emergency measures to minimise such loss. Any delay or unauthorised action taken will risk a loss you suffer not being paid or being paid in part only by insurers.

We will provide you with assistance in submitting any claim unless we agree otherwise. We will help you to obtain settlement from insurers unless we agree otherwise. In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts. We will remit claims payments received on your behalf to you as soon as practicable after confirmation of receipt of cleared funds in our bank account.

We reserve the right to charge for our claims service if you request this to extend beyond our appointment to your policy but confirm this in writing before you incur any charge.

Cancellation: You may have a statutory right to cancel your policy within a short period. In addition your policy may contain a cancellation clause and in the event that you fail to pay any money owing the policy may be cancelled forthwith or by insurers giving notice of the cancellation.

For buyers who are deemed to be "consumers" as defined by FCA regulations, you may have a right to cancel your policy. The cancellation period can vary but is [usually] 14 days from the date on which you receive your policy documentation. You may exercise your right to cancel without giving us any reason. If you do not exercise your right to cancel, the policy cover will remain in force for the agreed period. If you wish to exercise your right to cancel, you may do so in writing to 1 Horsted Square, Bellbrook Business Park, Uckfield, East Sussex, TN22 1QG

In the event of cancellation and subject to the terms & conditions of your policy you may be entitled to a proportionate return of the premium paid less any reasonable costs incurred in providing the cover. Our commission and or fees will not usually be returnable.

Payment & Client Money: We normally accept payment by cheque, electronic transfer, cash or most credit or debit cards (for which a small administrative charge will be payable). Cheques should only be made out to the firm and never to an individual advisor. Alternatively you may be able to spread your payments by means of a credit scheme with a premium finance company available through us.

If you are paying by electronic transfer please be aware that there are many payment scams that you could fall victim to. If you are a victim of a bank transfer scam and inadvertently transfer money to the wrong account we will not take responsibility for this. If you receive a request for funds from us you should call the accounts department on 01825 745 410 to check the authenticity of the bank details before you make a transfer.

If you use a finance company such as Close Brothers or Premium Credit then this is an independent loan. If, for example, you decide to cancel a policy or your insurer becomes insolvent, you will still be required to make the agreed repayments. If you do not continue to pay your instalments your insurance may be cancelled.

You must settle any premium due by means of cleared funds before cover commences. Failure to meet a payment date could lead to insurers cancelling

your policy. We have no obligation to fund any premium, taxes or fees on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of your policy or any other prejudicial steps taken as a result of late or non payment by you. In the event you do not pay when due you will be required to pay interest from that point at a rate equal to the base rate for the time being of Barclay's Bank plc plus two per cent. When we place life insurance, critical illness, private medical insurance and or permanent health insurance for you, payment will normally be made directly by you to the insurance company.

We reserve the right to retain certain documents whilst awaiting full payment from you but will provide any information or documentation required by law. We shall also be entitled, without notice, to set off any amounts due to us from you against any amounts which we may receive on your behalf, such as claim monies or return premiums. In addition you will be responsible for any collection costs, legal fees and court costs we may incur in recovering debts from you.

We are governed by strict rules pertaining to client money as set down by the FCA. Prior to your premium being forwarded to insurers and for your protection, we either hold your money as an agent of the insurer (in which case your policy is treated as being paid for), or we hold it in a client's Non-Statutory Trust Bank Account. We reserve the right to retain interest earned on this account. If we owe you any premium refund, balances of less than £20 will be held to the credit of your account unless you say otherwise.

We keep client money separate from our own money and maintain a separate client money bank account with an approved bank (as defined under FCA Rules). We will not be liable to you for any loss resulting from the failure of any bank holding client money to meet its obligations as a result of insolvency or similar default.

Payment to Third Parties: We may transfer client money to another person such as another broker or settlement agent, for the purpose of carrying out a transaction on your behalf through that person. This may include brokers and settlement agents outside of the UK. The legal and regulatory regime applying to a broker or settlement agent outside of the UK may be different from that of the UK. In the event of a failure of such broker or settlement agent, client 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 should notify us in writing if you do not wish your money to be passed to a person in a particular jurisdiction. Claims payments will be made in favour of you.

Taxation: Insurance premiums attract Insurance Premium Tax at the prevailing rate. Engineering inspections, Surveys and some other services attract VAT at the prevailing rate. Some fees may not have a taxation element at all. If you are VAT registered then the VAT element may be recoverable by you. Insurance Premium Tax is not recoverable.

Money Laundering/Proceeds of Crime: We are obliged to report to the Serious Organised Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Remuneration: We are usually remunerated by commission from your Insurer or Mortgage Company but in certain circumstances we may charge a fee to you. The fee may be in addition to commission or partly or wholly instead of commission for a specific policy or a portfolio of policies. However when we charge you a fee, this will be identified to you in writing and in advance. Our remuneration, in whatever form, shall be due on the date your policy is entered into (including renewal) or varied. In the case of Mortgages, the fee will be due on the date on which you agree to proceed with our services. Once earned our remuneration is usually non refundable in the event of cancellation or amendment of your policy or termination of our services.

Complaints: We are committed to providing you with a quality service and select from insurance products which we have confidence in to meet your needs. However, if you have reason to make a complaint about our service you should contact us at our registered address detailed above. We will issue a prompt written acknowledgement of your complaint. We will try to resolve your complaint as soon as possible. Our final response will state whether we accept or reject your complaint. If we reject your complaint, we will state our reasons. If we cannot settle your complaint with us, you may be

entitled to refer it to the Financial Ombudsman Service (the FOS). This does not prejudice your right to bring legal proceedings. You can find more information about the FOS at www.financial-ombudsman.org.uk or by calling them on 0800 023 4567. A copy of our full complaints procedure is available on request.

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. Further information about the FSCS is available at www.fscs.org.uk.

Limitation of Liability: In the event of any breach of these terms and or in the event of any representation, statement or act or omission including negligence arising under or in connection with all contracts between us then the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and subcontractors) to you. Nothing in these terms excludes or limits our liability for death or personal injury caused by the Company's negligence, or for the Company's fraud, fraudulent misrepresentation or breach of any regulatory obligation.

If you are categorised by the FCA as a "Consumer" (broadly, an individual acting for purposes outside your trade, business or profession), we will not be liable to you for any losses that you or anyone else may suffer that are not directly associated with either our negligence or failure to provide our services to you in accordance with our agreement. Our total liability to you for any reason whatsoever in connection with the performance or contemplated performance of our services to you shall be limited to £5,000,000 (five million pounds).

If you are not categorised as a "Consumer", then we shall not be liable to you for any indirect or consequential loss or damage; these may be losses that are not reasonably foreseeable (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the services we provide to you. Our total liability in relation to that claim shall be limited to £1,000,000 (one million pounds). Should you feel this is not sufficient for you or your business we will be happy to discuss a higher limit of indemnity; if agreed, this will be set down in writing and form part of these Terms of Business.

Termination: You may cancel these Terms of Business with us at any time. If you do so, we will continue to be entitled to receive any fees or commissions payable. We reserve the right to resign as your broker. If policies are to be cancelled, due notice will be given in accordance with the terms of the insurance policies. We will continue to fulfil any outstanding regulatory responsibilities to you following termination of these Terms of Business.

General: Each of our rights or remedies is without prejudice to any other right or remedy we may have whether under a contract or not. Our failure or delay in enforcing or partially enforcing any provision of a contract will not be construed as a waiver of any of our rights under a contract.

Waiver: Your rights and our rights under these Terms of Business may be waived if specifically agreed in writing by you and us but not otherwise.

Severability: If any provision in 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.

Law and Jurisdiction: These Terms of Business shall be governed by and construed in accordance with the laws of England (and Wales) and the exclusive jurisdiction of the English courts. Unless otherwise agreed between us in writing no term of this Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any other person other than you or us.