

Terms of Business Agreement

PART 1

COMMERCIAL TERMS OF BUSINESS AGREEMENT

This document sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. **It is important that you read this document carefully**, as these are the terms on which we intend to rely. We would particularly like to draw your attention to the following sections:

- Our services
- How we are paid
- How we handle client money
- Your obligations

If there are any terms that you do not understand, please get in touch so we can help you.

We assume that the recipient of this agreement has the authorisation or is entitled to consent to these terms on behalf of your business or the relevant business, be it an individual, trust, partnership, body corporate, group structure or a client of your business. Similarly, if you have instructed another insurance broker to deal with us on your behalf, we will assume that the broker has full authority to deal with us on your behalf.

This document supersedes any previous terms of business that you may have agreed with us, and it should be read together with any other agreements that are in place between us.

We may alter these terms of business at any time by giving you appropriate notice.

Who we are

EDEN Insurance Brokers Limited is a company registered in England and Wales with the company registration number 04569962. Our registered office is on the 2nd Floor, 168 Shoreditch High Street, London, E1 6RA. We are registered with the Financial Conduct Authority, with the firm reference number 304340.

Our services

As an insurance intermediary, we act on your behalf to advise you on your insurance requirements and to arrange your insurance policies with insurers to meet your needs. We may also provide risk management services; help you make any changes to your policies that you may require and will contact you regarding renewal of your policies as appropriate. Unless otherwise agreed, we will help you make a claim on your insurance and to obtain reimbursement from your insurers.

To arrange the right insurance for you we will approach a range of insurers that we consider representative of the market. A list of these insurers is available upon request.

We will only arrange insurance with insurer(s) who meet our minimum standards. Our selection of insurers will take into account their financial standing and our understanding of market conditions, but our assessment is necessarily subjective, and we cannot guarantee the ability of any insurers to meet future obligations.

There are circumstances under which we may act for your insurer, for instance where we have a delegated authority to underwrite your insurance, delegated authority to agree claims or we have a managing general agency agreement with an insurer.

We are not able to arrange insurance for you without your official instructions and your cover will not be in place until we have confirmed it to you in writing or provided you with evidence of cover. We cannot accept liability for the financial viability of insurers, and in the event of an insurer experiencing financial difficulty, you may have to pay outstanding premiums, or there may be a shortfall in amounts due to you in respect of claims.

We aim to treat you fairly and we will never deliberately put ourselves in a position where a conflict of interest arises. Should a conflict of interest arise, we will follow our procedures to ensure that we are able to act in your interests. Should we find ourselves unable to do so, we will discuss the circumstances with you. Should you have any concerns relating to a conflict of interest, please contact us.

How are we paid

We may receive remuneration by way of:

- Fees agreed in advance with you. These may be in place of commission.
- Commissions payable by insurers to us, these will be disclosed to you at the point of New Business, MTA or Renewal

The Insurance Premium Tax element of your insurance premium is not subject to commission.

We may be remunerated by profit share or profit commission by insurers or earn other income from insurers or other sources. We may also earn income by arranging premium finance on your behalf. We will be happy to provide a breakdown of all income we receive in respect of any policy.

Fees and commission are normally earned when we arrange an insurance policy or provide a service, and we

will deduct our commission and fees from the payments received from you. We are entitled to retain all fees and commission for the full period of policies arranged by us, including where your policy has been terminated and the insurers have refunded pro-rated net premium. Should you terminate our services where policies have not expired or premiums are due, we remain entitled to the commissions and fees due on the policies and you will instruct any new broker you appoint to collect the commission and fees due and to pay them to us without delay.

Insurer Fees

On occasions the actual insurer arranging the cover will charge a fee. This will be shown on your policy schedule as "insurer fee or insurers administration charge. These are charges made by the insurer which are outside of our control.

How we handle client money

Client money is money we hold on behalf of clients during the course of business. It may comprise of money that we hold for the purposes of paying premiums, refunding premiums, or paying claims. We either hold this on your behalf, or on behalf of insurers, depending on the terms of the agreement we have with the insurer.

Handling Money – Non-Statutory Trust

Client money is money that we receive and hold on behalf of our clients while carrying on business as an insurance intermediary, or money that we treat as client money in accordance with the FCA Client Money Rules. We may also hold premiums, premium refunds and claims as agent of the insurance undertaking, in which case any money received by us is deemed to have been received by the insurance undertaking.

We hold client money in either a non-statutory trust account or in permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into the non-statutory trust account. Where we hold money in permitted designated investments, we will be responsible for meeting any shortfall in our client money resource attributable to falls in the market value of the designated investments. We will retain any interest and investment income earned on the client money we hold. We may extend credit to other customers using client money from this account. We will take any commission owed to us upon receipt of the premium.

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. If the third party is outside the UK, the legal and regulatory regime may differ, and you may notify us if you do want your money passed to a person in a particular territory. By paying your premiums you are agreeing to us holding client money in the above manner.

Payment of Premiums

You must pay your premiums on or prior to inception of the policy or within the timescale specified in the debit note we send you. Failure to pay premiums by the date specified may lead to cancellation of your insurances by insurers. In addition, where a premium payment warranty applies failure to pay the premiums in accordance with the warranty will result in the automatic suspension of your policies until payment is made even if the insurer chooses not to issue notice of cancellation of your insurances. The insurer will not be liable for any loss suffered during any period of suspension.

You may be able to spread your payment using a premium finance scheme through the relevant insurer or we can introduce you to a third-party premium finance provider. Please note that credit is subject to status and is not guaranteed. A variable charge may apply for this, and details will be provided before you decide to proceed with cover. You should refer to your credit agreement for full conditions, charges and consequences of default.

We will always contact you in good time before renewal to provide renewal terms. It is important that if you do not wish to renew that you inform us as soon as possible. When the payment for the contract you have undertaken is by instalments (e.g., by direct debit), some policies may be renewed automatically if you have not contacted us to confirm that you no longer require such insurance.

Third parties

Where we use a third party to place your insurance, such as another broker, we may need to transfer your funds to that third party. This may mean transferring money to a third party outside of the UK, where bank accounts may be subject to different laws and regulations. Please tell us if you do not want your money held in a particular jurisdiction.

Payments

Please be aware that all premiums and fees due under a contract of insurance must be paid by the due date. Failure to do so may result in the insurer cancelling your policy and requiring you to pay for the period that you have been on cover.

You may be able to pay your premium in instalments by utilizing a third-party credit provider. If you are interested

in finding out more, please contact us. Please note that not all premiums are eligible for premium finance, and that your policy may not take effect until we have received the cleared funds from the finance company, which may take several days.

The third-party finance company will offer you separate terms and conditions, which you should check carefully prior to entering into an agreement with them.

We may at any time assert a right of set off and use this to set off your liability to us against our liability to you, regardless of whether either liability arises under this agreement.

We do not accept cheque, debit/credit card payments.

Complaints

We always strive to provide the best possible service to you. Should you feel that we fall short of this standard please let us know through your usual contact. If they are unable to resolve the issue to your satisfaction, please write to us at:

Managing Director

EDEN Insurance Brokers Ltd
Venture House
St. Leonards Road
Maidstone ME16 0LS

If you consider that we have not been able to resolve your complaint to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service. Full details are available on their website, www.financial-ombudsman.org.uk. You can email them using complaint.info@financial-ombudsman.org.uk, or call them on 0800 0234 567.

Compensation

In the event that we are unable to meet our obligations to you, you may be entitled to compensation from the Financial Services Compensation Scheme. Details of the help available from the scheme can be obtained from the FSCS helpline on 0800 678 1100 or their website www.fscs.org.uk.

Your obligations

You are under a legal obligation under the Insurance Act 2015 to make a **fair presentation of the risk**. This means that you are required to disclose both:

Every material circumstance that you know, and
Every material circumstance that you ought to know.

In order to meet your disclosure obligations, you are required to conduct a reasonable search of the information that is or ought to be available to you.

Failure to disclose material facts may result in insurers treating the policy as if it never existed, amending the terms of the policy, or declining to pay, or reducing the amount of a claim. If you are in any doubt as to whether the information is material, you and/or your client should contact us.

Claims

You are under an obligation to notify all claims or circumstances that may give rise to a claim as soon as possible. If you are unsure whether you need to make a claim, we will be happy to assist you. A delay in reporting a claim may risk the claim not being paid in full, or at all.

We reserve the right to charge a fee for negotiating a claim on your behalf, depending on the size and complexity of the claim.

Policy documentation

Prior to the conclusion of the contract, we will provide you with a statement of demands and needs, together with sufficient information regarding the insurance policy to enable you to decide as to its suitability. **You should read this carefully.** This also confirms whether the contract has been personally recommended and, if so, the reasons for making that recommendation. Once you have confirmed that you wish to accept the contract, we will provide you with a debit note or premium billing before the start of the policy. The date that the premium is due, together with any penalties for late payments will be clearly shown. We will provide you with full policy documentation as soon as possible after conclusion of the contract, but this may be dependent on further information being provided by you.

We may make these documents available to you electronically, and it is your responsibility to download and inspect the documents. We retain copies of documents for a minimum of six years.

Anti-bribery and corruption

You agree that you will at all times comply with all laws, regulations and statutes relating to bribery and corruption, in particular the UK Bribery Act 2010. As part of our anti-bribery and corruption processes, we may carry out background checks on your business or any of your clients that you refer to us, not limited to credit checks and sanction checks. We will take all steps as appropriate to comply with our own legal obligations in this regard and we

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accept no liability for our actions or those of third parties in this regard.

Privacy and Data Handling

We collect and process information in order to provide insurance policies and process claims, and we are the data controller of any information you provide to us. We use your information for business purposes only which may include sharing your information with third parties. We may also record telephone calls to help us provide you with an accurate service.

Where you provide third party or client information to us, it is your responsibility to ensure that they have been served with appropriate fair processing notices and that you have the correct consent to transfer the data to us and to enable us to process it.

Intellectual property

We assert all available intellectual rights over and retain ownership of all materials provided by us to you. We grant you a royalty free license to use such materials for their intended purpose for as long as these terms and conditions remain in force.

Termination This agreement may be terminated by either party by service of 30 days' notice in writing. You remain liable for any services carried out prior to the date of termination, and we reserve the right to charge you a separate fee, agreed in advance, for any services carried out after this agreement has been terminated.

We reserve the right to terminate this agreement without notice should we have reason to believe that continuing to act for you would put us in breach of any relevant professional rules, laws or regulations.

Notices

Any notice(s) given under this agreement must be made in writing to the party's registered address, or your last known address.

Events beyond reasonable control

Neither party may be held liable where a failure to adequately perform their obligations under this agreement where such a failure results from circumstances beyond their reasonable control.

Transfer

Rights and obligations under this agreement may only be transferred to another person or body corporate with the prior written consent of the other party, which will not be unreasonably withheld.

Exclusion of Third-Party Rights

All parties agree that no person or body corporate may assert any rights under the Contracts (Right of Third Parties) Act 1999 relating to this agreement.

Severability

Should any part or parts of this agreement be considered unenforceable for any reason, the remaining provisions will remain enforceable and valid.

Jurisdiction

This agreement is intended to be governed by the law of England and Wales and the parties agree that the courts of England and Wales have the jurisdiction to settle any disputes. The parties retain their right to resolve any disputes using alternative dispute resolution provided both parties agree.

PART 2

FOR INSURANCE INTERMEDIARIES AND EXEMPT PROFESSIONAL FIRMS ONLY

DEFINITIONS

Insurance Intermediary

You have permission from the FCA to carry out insurance mediation services.

Exempt Professional Firm

You are a member of one of the following professional bodies and you appear on the FCA's exempt professional firms register.

- The Royal Institute of Chartered Surveyors
- The Council for Licensed Conveyers
- The Institute of Actuaries
- The Association of Chartered Accountants
- The Law Society of England and Wales
- The Association of Chartered Certified Accountants

Obligations

You agree that our obligations to your client under this agreement will be discharged through our dealings with you, and that where your client has an obligation to us under this agreement, you will ensure that your client is aware of the obligation and of the consequences of failing to comply. In particular, you agree to assist your client with their disclosure obligations.

You agree to indemnify us for the premium plus any fees in the event that the premium due to the insurer cannot be collected in full or in part.

You agree to review the information we provide and to report to us if the insurance contract does not meet the needs of your client or does not adequately reflect the instructions given to us.

You agree to give us sufficient time and information to arrange renewal terms.

You agree to reasonably cooperate with us to resolve complaints raised by your clients in respect of services provided by us or you under this agreement.

Regulatory compliance

Both parties agree to comply at all times with their regulating bodies as far as they are relevant to the arrangement of insurance services. You agree to maintain your regulated status as required by this agreement. You further agree to notify us immediately if your regulation status changes and you are no longer in compliance with this or any other clause in this agreement.

Professional Indemnity

You agree to maintain an appropriate level of professional indemnity cover that is adequate to comply with your regulator, our requirements and those of our insurer, and you undertake to inform us in writing if your cover should drop below the level required by any of the above.

Handling Money

Any risk transfer arrangements we have with insurers will not cascade to you, and you will need FCA Client Money permission or exemption to hold client funds.

Your remuneration

Any commissions or other earnings payable by us to you will only be made once we are in receipt of the full premium for the relevant insurance contract.

#Anti-bribery and corruption

You warrant that you have sufficient policies and procedures to ensure that neither you nor we are exposed to bribery or corruption practices in the course of our business relationship.

Sanctions

Both parties agree to maintain appropriate systems for due diligence and screening against relevant sanctions target lists.

Audit

You agree, upon receipt of reasonable notice by us, to audit your accounts in relation to the terms of this agreement in order to permit us to verify your compliance with our terms, and to cooperate fully with rectifying any issues raised by such an audit.

Termination

You agree to terminate the contract under the clause in section 1 only if all premiums and fees due from your client under this agreement have been paid in full. We reserve the right to terminate this agreement immediately and without notice should your regulatory authorization be withdrawn, suspended or altered such as to make you unable to comply with your obligations under this agreement.

Should this agreement be terminated for reasons contained in Part 2, or because you become insolvent, we are entitled to approach your client directly regarding their insurance administration and renewal.

Tax

We accept no liability for your tax position, and it is for you to make any relevant tax declarations regarding the business transactions between us.