

Terms of Business Agreement – Commercial Customers

C I 4 U GB Nationwide Limited

Authorised and regulated by the Financial Conduct Authority No: 496879. Registered Office: 6 Clinton Avenue, Nottingham NG5 1AW. Registered in England & Wales No: 6671640, Data Protection Act Registration No: ZA126475

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, to insurers and to other third-party providers. 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.

1. Definitions

- 1.1. Commercial customer means a customer who is acting within their trade or profession in respect of the insurance cover requested or arranged.
- 1.2. 'You' or 'your' means you (and/or your appointed agent).
- 1.3. 'We' or 'us' or 'our' means the firm noted in the heading of this document.

2. Who Regulates Us?

- 2.1. We are authorised and regulated by the Financial Conduct Authority (FCA) an independent body that regulates the UK financial services industry. Our details may be confirmed on the FCA's Register at <https://register.fca.org.uk/> or by phoning the FCA on 0845 606 1234.

3. Our Service

- 3.1. We are committed to providing you with quality advice, service and insurance products. As an intermediary and your agent we owe various duties to you and will advise you as necessary if circumstances occur that may create a possible conflict of interest.
- 3.2. Our permitted business activities are advising, arranging (bringing about) deals, deciding 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.
- 3.3. As with any insurance, it does not cover all situations and you should read the terms and conditions of the policy to make sure that it meets your specific needs.

We do not make personal recommendations as to the suitability of the policy to individual circumstances. You are solely responsible for deciding whether the policy is suitable for your needs.

- 3.4. Upon receipt of your instructions we will place, amend or renew insurance cover on your behalf with insurers. We will advise you of any inability to place your insurance.
- 3.5. 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 may entitle the insurer to cancel your insurance contract and/or risks a claim you make not being paid in part or in full. (Also see Clause 14. Claims).
- 3.6. Please also note, unless your policy confirms otherwise, the rights under your policy may only be pursued in an English court.

4. Our Remuneration and Other Income

We are remunerated mainly by means of commission payments from insurance companies once premiums are paid. Individual percentage rates apply dependent on the type of insurance and the insurer. Some insurers do not make commission payments in which case our full earnings will appear as a policy placement fee. We will make charges for amendments or document issue during the life of the policy, as detailed below. These charges reflect the work involved in preparing, issuing the documents and postage costs, in addition to any additional premiums levied by the insurer. Our commission/fee earnings are for the broking and placing of policies and as such are non-refundable. Any interest that accrues on client monies held by us for the payment of premiums or fees incurred may form part of our remuneration.

We reserve the right, at our discretion, to make an administration charge when arranging or renewing a policy, mid-term adjustments, short period or mid-term cancellations, issue of replacement or duplicate documents. These include but are not limited to the below; -

- £25.00 - Arranging new policies
 - £35.00 - Mid-term adjustments
 - £50.00 - Cancellation
 - £75.00 - New Business
 - £75.00 - Renewal
 - £25.00 - Issue of replacement or duplicate documents
 - £25.00 - Duplicate employers' liability certificate
 - £25.00 - Returned cheque
 - £25.00 - Non-payment cancellation charge
 - £25.00 - Payment terms, 7 days for all transactions
- No Refund on Deposits Paid**

Occasionally we may charge higher fees depending on the work involved.

All fees will be advised to you before you incur any responsibility to pay them.

We may also make individual charges where we prepare and issue documents on behalf of insurers, these will be confirmed in writing to you at the time of incepting or renewing your insurance where applicable.

All administration fees are non-refundable.

The specific amount and purpose of any additional charges will always be advised to you in advance. In certain circumstances, there may be a variation of the above charges and, if this is the case, you will be advised separately of these amounts prior to the conclusion of the contract. For return premiums (usually arising if an insurance risk is reduced or the policy is cancelled), we repay commission on the refund to your insurer and this amount will be deducted from the final amount refunded to you. In view of the costs involved, we will not refund any return premium, which is less than £25.00 (after deducting reclaimed commission). If a policy is cancelled, we will refund any return premium due after deduction of the commission.

We are also a credit broker in that we introduce those wishing to pay by instalments to firms that are able to lend money under a regulated credit agreement by way of business and we receive commission from them for the introduction.

5. If Domiciled in a Country Other than the UK

- 5.1. The law or regulations in your country of domicile may take precedence over any relevant UK legislation. Therefore, references in this document to the FCA or Financial Ombudsman Service or Financial Services Compensation Scheme and any rights or benefits thereunder may not apply. If you wish to clarify your position in this respect then we will discuss this on request.

6. Duty of Disclosure

- 6.1. It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy and when you renew your insurance. Failure to disclose any material information to your insurers could invalidate your insurance cover and mean that part or all of a claim may not be paid. **If you are in any doubt as to whether information is material, you should disclose it.**

7. Notification of Changes, Alterations and Renewals

- 7.1. Amendments to policies may be arranged upon receipt of full details 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 Insurance Premium Tax (IPT).
- 7.2. Renewals are invited on the basis that there have been no changes in the risk other than those specifically notified to your insurers or us.

8. Insurer Security

- 8.1. We will only place cover with insurers who satisfy certain minimum criteria assessed by the rating agencies and/or our own assessment, or for whom you have given us specific approval to use. Whilst the information upon which we rely is obtained from sources considered to be reliable, and we use all reasonable endeavours to review that information in order to protect your interests, predictability of solvency cannot be, and is not, guaranteed by us. The financial standing of any insurer can, of course, change after the insurance contract had inception. We do not guarantee the ongoing ability of any insurer to meet their contractual obligations.

9. Quotations

- 9.1. 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.

10. Documentation

- 10.1. It is your responsibility to read all documentation upon receipt and raise any query regarding it otherwise you risk a loss you suffer not being paid in part or in full. Documentation including your policy and certificate, if applicable, will be issued to you upon receipt from insurers.
- 10.2. 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 have any concerns in respect of your insurance cover or are uncertain as to the meaning of any terms and conditions or if you discover errors in the documentation, then you must notify us immediately.

11. Payment of the Premium

- 11.1. We must receive your payment, unless it is made by you directly to your insurer, by cheque, credit or debit card, electronic funds transfer or be in receipt of a completed premium instalment application form (with deposit where requested) drawn on a bank, building society or other UK financial institution account in the policyholder's name and before cover commences unless we agree otherwise. A charge may apply to payments made by credit card and this will be confirmed to you in writing at the time of incepting or renewing your insurance. If we agree to accept payment from someone other than the policy holder then this must be notified to us and agreed by us.
- 11.2. We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we 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 payment, we shall provide details of your insurance cover and any information or documents required by law.
- 11.3. 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 we may receive on your behalf (i.e. claims moneys, 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 the cancellation or lapsing of your policy.

12. Transferred Business

- 12.1. 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, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

13. Short Period and Cancelled Policies

- 13.1. 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 the cancellation terms of your policy, a refund of premium may be available. Details of any applicable cancellation terms and charges will be found in your policy documents. Our commission and/or

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.

14. Claims

- 14.1. 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, in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms may risk a loss you suffer not being paid in part or in full.
- 14.2. 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.
- 14.3. We will remit claim payments received on your behalf to you as soon as practicable, after confirmation of receipt of cleared funds in our bank account. In the event that an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts.
- 14.4. 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.
- 14.5. We will provide a claims handling service for you as long as you remain our customer. We reserve the right to charge a fee for our claims services if you cease to be a client but still wish us to handle any claim, and we are prepared to do so. If you wish us to provide claims services on policies issued before our appointment, we also reserve the right to charge you a fee.

15. Client and Insurer Money

- 15.1. The firm named in the heading is authorised to handle client monies, C I 4 U GB Nationwide Limited holds all client money in a trust account, the purpose of which is to protect you in the event of financial failure since, in such circumstances, general creditors would not be able to make claims on client money.
- 15.2. C I 4 U GB Nationwide hold all client money in a Non-Statutory Trust bank account in accordance with the FCA client money rules.

16. Our Liability to You

- 16.1. 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;
 - 16.1.1. Except in respect of any claim:
 - resulting from our fraudulent act; or
 - resulting from a breach by us of the FCA'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 £1,200,000 in respect of all insurance mediation activities undertaken by us on your behalf over any 12-month period.

- 16.2. This Agreement contains all obligations owed by us to you. Our liability shall be strictly limited to direct liability in contract. We 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.

17. Confidentiality and Security

- 17.1. 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.
- 17.2. 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 regarding claims matters or other services we may provide to you.
- 17.3. We may from time-to-time, provide you with marketing information on other products we supply and/or pass your contact details to other suppliers of products or services of 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.
- 17.4. We take appropriate steps to ensure the security of any money, documents, other property or information handled or held on your behalf. It is our policy to retain records for insurance cover effected on your behalf for a minimum of 3 years after expiry and otherwise as required by regulation or law.
- 17.5. All information in any form, except for 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.

18. Termination of Our Authority to Act on Your Behalf

- 18.1. You or we may terminate our authority to act on your behalf by providing at least 14 days notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to these Terms of Business unless we agree otherwise in writing.
- 18.2. You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain 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.

19. Severability

- 19.1. 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.

20. Assignment

- 20.1. We are entitled to assign these terms of business to any other company within the group of companies of which we are part of.

21. Law and Jurisdiction

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

22. Rights of Third Parties

- 22.1. 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.

23. Insurer Credit Searches

- 23.1. Insurers may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to calculate the risks involved in any application. A score is given to each factor and a total score obtained. Where the insurer uses automatic credit scoring computations, acceptance or rejection of your application will not solely depend on the results of the credit scoring process.
- 23.2. To ensure you receive the most competitive offer from insurers, now or at any time and to protect customers from fraud and verify customers identity, insurers may use publicly available data which they obtain from a variety of sources, including credit reference agencies and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

24. Premium Finance Credit Searches

- 24.1. When applying for a loan to facilitate payment of your premium by instalment facilities, your application for credit will be passed to the credit provider who in assessing your application may search public information held by a credit reference agency about you. The credit reference agency will add details of the search and your application to their record about you whether or not your application proceeds.

25. Bribery and Corruption

- 25.1. We have no tolerance for bribery and corruption and this policy extends throughout the company for all of its dealings and transactions in all countries in which we operate. Our anti bribery policy

is updated in line with the changes in law, changes in our business and our reputational demands. All employees are required to comply with this policy.

25.2. Both parties agree to comply fully with the requirements of the Bribery Act 2010, and will not engage in any of the following activity:

- promising or giving of an advantage, financial or otherwise, to another person to bring about an improper performance or to reward such improper performance
- requesting, agreeing to receive or accepting of an advantage, financial or otherwise to act improperly
- bribe a foreign public official to do or reward them for doing, something improper

25.3. Additionally, where applicable, a firm will prevent bribery being committed on its behalf by its employees and third parties.

26. Sanctions

26.1. Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

27. Complaints

27.1. While we will always endeavour to provide you with a high-level of customer service if you feel dissatisfied with the service you have received you should, in the first instance, contact Simon Bond via one of the following formats:

By Post: Simon Bond, Company Director
C I 4 U GB Nationwide Limited
Mill One,
Pleasley Vale Business Park,
Pleasley Vale,
Mansfield,
Nottinghamshire.
NG19 8RL.
United Kingdom

Telephone: +441773 810072
Email: info@bis-nationwide.co.uk

27.2. We ask that you summarise the problem, policies affected and the resolution you expect so we can deal with the matter swiftly. Please ensure whenever possible that you quote your customer reference number together with the identity of our member of staff you dealt with and relevant office address.

27.3. We will endeavour to rectify the problem immediately, however if this is not possible we promise to acknowledge your complaint within 5 business days of receipt. In the unlikely event that your complaint hasn't been resolved within four weeks of its receipt, we'll write and let you know the reasons why and the further action we'll take.

27.4. Within eight weeks of its receipt we'll either issue you with a final response letter detailing the outcome of our investigation and our decision, or a letter confirming when we anticipate to have concluded our investigation.

- 27.5. If you remain dissatisfied you may be an eligible complainant within the rules of the Financial Ombudsman Service (FOS). Their jurisdiction broadly covers those that employ less than 10 persons and whose turnover or annual balance sheet is less than 2 million Euros, and charities or trusts whose turnover or net assets respectively are less 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, details of which can be found at www.financial-ombudsman.org.uk.

Financial Ombudsman address:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Consumer helpline contact numbers: **0800 023 4 567**

Calls to this number are normally free for people ringing from a “fixed line” phone – but charges may apply if you call from a mobile phone.

Alternatively call on **0300 123 9 123**.

Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

From abroad please call on **+44 20 7964 0500**.

Lines open:

Mon – Fri: 8am to 8pm.

Saturday: 9am to 1pm.

- 27.6. European Online Dispute Resolution platform

The European Commission has launched the European Online Dispute Resolution platform (ODR platform). The ODR platform is a website which helps customers who’ve bought something online in the EU if a dispute arises.

The platform will send your complaint to a certified Alternative Dispute Resolution Provider who works to solve the problem, in the UK that would be the UK Financial Ombudsman Service.

You can access the ODR platform by clicking <https://ec.europa.eu/>.

28. 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 at www.fscs.org.uk

Schedule of Services and Commission Disclosure

What do we do for our Commercial Customers?

The range of service delivered to you by our trained, professional staff depends upon the risks you face and therefore your demands and needs for insurance cover. However, we would remind you that we can only know and act upon the information you provide so it is always essential that you fully disclose the risks you face. To provide you with a flavour we've listed examples of what we do for our customers but please note that in some situations this may only involve part of what is listed.

Initially and at renewal – we will

- confirm the purpose of contacting you
- answer your queries and provide insurance advice, as requested
- collate and check information required to review your risk and insurance demands & needs

Market search – we will

- identify insurance product features which match your demands & needs
- review relevant insurers for their pricing policy, policy terms, service standards, claims service etc.
- collate underwriting information and submit to insurers on your behalf
- monitor receipt of insurer's quotations and negotiate price, terms & conditions, as necessary

Reporting – we will confirm

- the price and any significant or unusual conditions or exclusions of the insurance cover
- the width of our search of the market and whether under any contractual obligation to an insurer
- the principal we are acting for in searching the market
- if we have used another intermediary to place your insurance cover
- the principal we act for when settling a claim
- any fee or charges due in the period of the policy in addition to the insurance premium

Confirming cover – we will

- request insurers to hold cover under your instruction and confirm to you when they have agreed
- check the policy wording issued by your insurer for accuracy in meeting your demands & needs

Day-to-day – we will

- carry out regular analysis of the insurance market to provide professional advice
- answer queries on the policy cover, insurance matters or proposed change to your insurance risk
- confirm midterm adjustments to your insurer under your instruction

Claims – we will

- report claims on your behalf or ensure you have contact details for speedy reporting of a claim
- liaise with your insurer's Loss Adjuster, as necessary
- discuss and seek early resolution on any current or post-loss concerns you raise, with your insurer

Accounting – we will

- arrange premium finance where available, if requested
- issue an invoice detailing the payment we require
- reconcile your payment, pay your insurer or obtain return premiums for you, when appropriate.
- You are entitled, at any time, to request information regarding any commission, which we may have received because of placing your insurance business or premium finance facility.

Privacy Policy

When using the public parts of our website you are not required to provide us with any personal information, except when you expressly submit such information, for example to request copies of our latest Financial Reports, or if you complete and submit a job application form to us. We do not monitor or collect any personally identifiable information from you on your use of the public parts of our website: our monitoring may track the number of visits to the site or a page, but this tracking will not identify an individual user.

Personal Information

What information we collect about you

When you contact us for an insurance quotation we collect the relevant information needed by an insurer to calculate the premium and understand your insurance needs. We collect this information during our meetings and/or telephone conversations with you and through the completion of proposal forms and fact finds

How your information will be used

The information we collect will be passed to insurers to enable them to calculate a competitive insurance quotation to meet your requirements. To obtain the most competitive cover it may be necessary to pass your information to other insurance intermediaries who are authorised and regulated by the Financial Conduct Authority.

Information provided by you may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

Should you wish to pay your premium by instalments we may pass your information to a premium finance provider however, this will not be done without discussing payment options with you first.

We may share your information with and obtain information about you from credit reference agencies. If you require information about the credit reference agency we have received information from please do not hesitate to contact us. Please note that any searches undertaken prior to you proceeding with your application will be soft searches and will not affect your credit rating.

We will retain any information we have collected about you for up to 6 years after our professional relationship has terminated however, data held electronically may be retained for longer.

If you register to use any password protected areas of this website, we will handle any personal information you provide in accordance with the United Kingdom's General Data Protection Regulation (GDPR).

You are entitled to receive any personal data we hold about you so that it can be used by another processor.

Your rights of access to your data

You have a right to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or incomplete, you should contact us. Any information that is found to be incorrect or incomplete will be amended promptly.

You also have a right to "be forgotten", this means you can ask for the information, which we hold, about you to be deleted from our records, but this will mean that we will be unable to continue to handle your insurance arrangements.

Your right to lodge a complaint with a supervisory authority

You can register a complaint about our handling of your personal data with the ICO, who are the UK's supervisory authority for GDPR at the following address: www.ico.org.uk/concerns

Cookies

Cookies are text files placed on your computer to collect standard Internet log information and visitor behaviour information. This information is used to track visitor use of the website and to compile statistical reports on website activity. For further information visit

<http://www.allaboutcookies.org>.

You can set your browser not to accept cookies, however in a few cases some of our website features may not function as a result.

The table below explains the cookies we use and why.

Cookie	Name	Purpose	More Information
Cookie Acceptance	agreeEU	This cookie is used to record if a user has accepted the use of cookies on our website.	To withdraw your consent after using this cookie, delete the agreeEU cookie. Find out how at http://www.aboutcookies.org
Google Analytics	_utma _utmb _utmc	These cookies are used to collect information, which we use to help improve our website.	The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited. Click here for an overview of privacy at Google.

Changes to our privacy statement

We keep our privacy statement and cookie policy under review and will place any updates on the bis-nationwide.co.uk website. This statement was last updated on the 20th of August 2018

How to contact us

If you have any queries about our privacy statement, please contact us via one of the following methods:

By Post: Simon Bond, Company Director
C I 4 U GB Nationwide Limited
Mill One,
Pleasley Vale Business Park,
Pleasley Vale,
Mansfield,
Nottinghamshire,
NG19 8RL.
United Kingdom

Telephone: +441773810072

Email: info@bis-nationwide.co.uk

*C I 4 U GB Nationwide Limited is registered in England and Wales, company registration number 06671640.
Registered office: 6 Clinton Avenue, Nottingham, NG5 1AW.*