



# Commercial Terms of Business

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**Footman James is a trading name of Advisory Insurance Brokers Limited.**

Registered Office: 2 Minster Court, Mincing Lane, London, EC3R 7PD. Authorised and regulated by the Financial Conduct Authority.

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# Important Information and Terms of Business

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## 1. What this document is for

This document sets out the terms on which we agree to act for you when we are instructed to provide services to you. We will refer to it as the "Terms".

A "Consumer" is a customer that is an individual who enters into an insurance contract wholly or mainly for purposes unrelated to their trade, business or profession. A "Commercial Customer" is a customer who is not a Consumer. For the purpose of these Terms, you are a Commercial Customer.

In the absence of your express acceptance of these Terms, if you continue to instruct us to provide services to you, we shall be entitled to treat the provision of such instructions as your agreement to be bound by these Terms.

If you do not wish to be bound by these Terms then you should not instruct us to set up, renew or otherwise deal with your insurance needs.

**We recommend that for your own benefit and protection you should read these Terms carefully as they contain details of our statutory and regulatory responsibilities and your contractual obligations. It is a legal document, but we have tried to make it as easy to read as possible. If there is anything in these Terms that you do not understand please ask us for further information.**

These Terms replace all proposals and prior discussions and representations, whether oral or written, between us relating to our appointment as your agent in connection with the setting up and managing of your insurance.

## 2. Who we are

In these Terms references to "we" or "us" are to the firm whose details are set out in the covering letter or report that accompanies these Terms. We are an independent insurance intermediary – this means we are not owned by an insurer, and we do not insure you, but work as the link between you and the insurer to set up your insurance.

We are part of the Ardonagh Group ([www.ardonagh.com](http://www.ardonagh.com))

We are authorised and regulated by the Financial Conduct Authority ("FCA"). Our details can be found on the covering letter that accompanies these Terms and can be checked on the FCA Register at the FCA website: <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

Our FCA authorisations mean that we are allowed to:

- recommend insurance policies;
- set up insurance policies;
- assist with the managing of insurance policies,
- all in connection with general insurance; and
- act as a credit broker for introducing customers who wish to pay for their premiums by monthly instalments to lenders or other finance providers.

Certain parts of the Ardonagh Group act as a managing general agent. This means that parts of the Group have been given authority from insurers to perform a range of services on their behalf and for these services we may receive commission and/or fees from those insurers. These services can include the managing of insurance policies, the handling of claims for certain classes of business and, in some instances, agreeing and issuing insurance contracts on behalf of those insurers.

The Ardonagh Group also includes business units which act in the capacity of manufacturer/co-manufacturer including pricing, design or development of insurance policies on behalf of insurers. Such products may be marketed as products of the Ardonagh Group, but will always be placed with an insurer outside of the Ardonagh Group.

## 3. The services we offer

Our services will normally include:

- assessing your insurance needs;
- recommending an insurance solution to meet those needs;
- on your instructions, setting up insurance cover with insurers;
- issuing policy documentation to you;
- helping you with any ongoing changes you wish to make to your insurance; and/or
- helping you make a claim.

We will try to ensure that the products or services we offer you match your stated requirements. We will try to identify your insurance needs based upon information which you provide to us. If we cannot match your requirements, we will explain the differences in the product or service we can offer you and will aim to provide you with enough information so you can make an informed decision about your insurance. Where we are not providing advice or a recommendation, we may ask you some questions to narrow down the selection of products we will provide details on. You will then need to make your own choice about how to proceed.

We will explain the main features of the products and services we offer you, including details of the insurer, the main details and benefits of cover, any unusual restrictions or exclusions, any significant conditions or obligations which you must meet, and the period of cover.

If you need extra time to consider the products or services we have offered you, we will try to:

- confirm how long you have to accept the insurance on the terms we have offered;
- give you a written quote if you request one, including all the information we believe you need to make an informed decision; and/or
- provide you with a sample policy if you ask for one.

We might provide some of the services through other members of the Ardonagh Group

## 4. What we charge and how we get paid

We may receive remuneration in respect of the placement, or renewal, of your insurance in the form of fees paid by you, in addition to the premium and/or commission agreed with insurers and forming part of the premium paid by you.

We will provide you with information on the nature and amount of the fees we charge before placing, or renewing, your policy, and will also on request provide details of the commission we earn for that placement or renewal.

We may also charge you an administration fee for making a change to, or for cancelling, your insurance policy. The amount of such fee will be confirmed in writing to you prior to the change to your policy being made or cancellation of your policy.

### Additional services

We may carry out services other than the placement, renewal, administration or cancellation of your insurance. Where we have agreed with you to provide such additional services, we shall be entitled to charge a fee. The amount of such fee will be confirmed in writing to you prior to such service being provided.

We shall also be entitled to charge travelling or other expenses where the additional services are performed other than at our offices. Unless otherwise stated by us in writing, any fees or expenses payable to us shall be exclusive of VAT and, and if applicable, shall be payable by you in addition to such fees and expenses.

## Other earnings

We may receive payments from insurers with whom we have arranged your insurance or from other third parties in connection with the insurance arranged for you, including:

- where agreed by the insurers, we will obtain additional payments or fees from them for services we provide for them which are unconnected with any specific customer transaction;
- if the type of policy we sell reaches the specific sales and/or profitability targets set by the insurers, they may also pay us an additional bonus;
- referral fees where you have agreed to additional third party services (including, without limitation, valuation services), which are related to the insurance set up for you, and where such fees have been agreed by those providers;
- where you have taken out a finance agreement to pay for your insurance policy, commission from the lender which will usually be calculated as a percentage of the total annual amount of credit financed; and
- interest and investment returns when we temporarily hold money on behalf of you or the insurer.

Where our underwriting division or another Ardonagh Group company are involved in placing and/or servicing your insurance business, the remuneration which we or they receive in connection with such services is separate from the commission or fees which we receive as your broker. For the avoidance of any doubt any remuneration received by our underwriting division or such other Ardonagh Group company in connection with such services shall be retained by our underwriting division or such other Ardonagh Group company. Further, where we have agreed in writing to waive the commission or fees which we would have received as your broker, such waiver shall not apply to remuneration earned by our underwriting division or such other Ardonagh Group company.

**You have a right to request information regarding any payment that we may have received by setting up and renewing each of your insurance policies. For contact information, please use the contact details on the letter or report that accompanies these Terms.**

**Our fees & commission are non-refundable even if you cancel your insurance policy.**

Unless otherwise stated in writing by us prior to placing or renewing your insurance policy, we will be entitled to retain all fee and/or commission payments made to us, and claim from you any unpaid fees and/or commission we earn, in relation to your insurance policy including any commission resulting from any additional premium payable during your cover period. The circumstances in which this applies includes where the actual period of insurance is less than the full term, or you terminate these Terms before the expiry of any policy arranged by us on your behalf.

## 5. Your disclosure responsibilities

It is important that you tell us everything about you and what you want to insure, including any specific concerns that led you to seek cover.

The law requires that you make a “fair presentation” of the risk to insurers. To do this you need to undertake a reasonable search for and disclose all information that may be material to the insurance. This includes, but is not limited to, making specific enquiries of partners, directors and senior management involved in the business and its subsidiaries, and other people inside and outside your organisation who may have material information, and to answer all the questions we ask you accurately and to the best of your knowledge and ability.

You must tell us of anything that may be relevant or important for insurers to know so that they can make decisions on whether to offer cover, the type of cover to offer, the terms to be applied and the required premium. If you don't do this and a relevant piece of information is missed then your cover may be prejudiced or become void, you may be charged a higher premium, or have claims reduced or not paid at all.

For example, you are required to inform us of any different, special or any unusual aspects of your business activities in comparison to what would be considered ‘typical’ for your trade, business or profession. Also, if anything changes from what you have previously advised to us you are required to let us know so that your insurers can be advised.

If you are in any doubt or need further information please tell us or speak to your usual Footman James contacts (see “How to contact us” at paragraph 23 below).

## 6. Paying for your insurance policy in full

Unless you arrange to pay for your insurance policy by monthly instalments (see paragraph 7), our payment terms are as follows:

- new policies – full payment of premium and fees on or before the start date of the insurance policy;
- mid-term adjustments to existing policies – full payment of any additional premium and fees on or before the date the change applies from; and
- renewals – full payment of premium and fees before the renewal date.

We normally accept payment by bank transfer, debit or credit card, or monthly instalments. If we haven't already given you the relevant details, they are available on request.

If you fail to pay any premium or other fees due within the payment terms, your insurance policy may be cancelled from the start date or renewal date (as relevant) and any claims submitted may be rejected. Where you still owe payments, you will also be liable for any extra costs incurred to recover the outstanding amount owed.

## 7. Paying for your insurance policy in instalments

We cannot advise or recommend how you should pay for the insurance policies we arrange for you, but you may prefer to pay for your insurance in instalments as part of a credit agreement. We can offer you the option to do this through a third-party provider.

Any third party finance provider is not part of the Ardonagh Group but is a separate entity authorised and regulated by the Financial Conduct Authority. If you do choose to pay your premium by instalments we will provide you with further information about your credit agreement and other important information within a document headed “PREMIUM INSTALMENT PLAN – What you need to know”. Every effort will always be made to provide you with enough information, but please contact us if we can clarify anything for you.

We will only pass your details to a third party finance provider if you give us an instruction to do so. If your application for credit is accepted, you will receive a welcome letter, pre-contractual information, and a credit agreement. It is important to take the time to read the information sent by the third party finance provider and if you have any questions about the agreement you can contact us or the provider directly.

Where you are paying for your insurance by instalments as part of a credit agreement and an instalment payment is not received on or before the date when it is due to be paid, you agree that if we are instructed to do so by the third party finance provider, we may on your behalf instruct the insurer to cancel your insurance policy (or where the first instalment payment has not been received, notify the insurer that the insurance policy has not been taken up). You also agree that we may offset any refund of premium which may be received against any money which you owe to us and/or to the premium finance provider under your credit agreement with it. In such circumstances you will remain liable for any sums due in respect of the time your insurance policy is in place or for any other charges that may arise. You will also be responsible for putting in place any alternative insurance.

## 8. Cancelling or making mid-term changes to your insurance policy

Please note that cancellation rights vary between insurers and you should check your policy documentation if you are considering cancelling your policy. To exercise your right of cancellation, you can contact us either by telephone, email or letter, in each case in the manner and within the time limits set out in your policy documentation. If you exercise your right to cancel your policy your insurer will, as a minimum, charge you for the period during which you were covered, and other charges (such as an administration fee) may be applied to cover the insurer's and our costs in arranging the cancelled policy.

### Be aware that some insurers do not offer any refund of premiums for cancelled policies.

Where you cancel your policy or where you request a mid-term adjustment which reduces the cover provided under the policy, we may charge you for our time and costs. This will result in us reducing any amount we refund to you by the full amount of the commission and fees we would have received had you not cancelled or amended your policy. This is because the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers you. These costs are recovered through the commission or fees we earn. If you cancel your insurance policy, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge we make will not exceed the cost of the commission and fees that we would have earned. Where the amount of the refunded premium is less than £10 (per policy) we will retain such amount, but where a mid-term adjustment or cancellation charge is made we will set it off against such charge. This paragraph does not otherwise affect any cancellation/refund rights which you may have.

## 9. Making a claim or reporting a potential claim against your insurance policy

If you wish to make a claim or report a potential claim, please follow the instructions provided with your policy documentation, quoting your insurance policy number or other reference given to you.

If we need to be notified as well as, or instead of, your insurance company, we will have provided you with details and a telephone number at the time we sold you your insurance policy and/or in the documentation you received from us.

For some policies, insurers give us authority to act on their behalf in settling claims. In this case we will seek your permission for us to deal with such a claim.

It is essential that you notify us promptly if you find out about something that may mean a claim is made against your insurance policy. You must do this even if you do not believe you are responsible. If you do not tell us straight away your insurer might refuse to accept a claim. If you receive any communication making allegations which could mean a claim is made against your insurance policy, you must pass it to us immediately, without replying to the person who sent it.

## 10. Renewing your insurance policy

We will write to you before the end of your insurance policy explaining what you need to do and, if we can renew your insurance policy, we will send you details of the cost and terms.

We may automatically renew the insurance policy where you have given us authority to do this to make sure you remain continuously insured. If we do, we will use the payment method you have provided to us. You can ask us to stop taking payments automatically or change your payment method at any time by contacting us.

If you do not tell us that you do not want to renew your insurance policy through us, we may assume, that you need us to renew the policy to protect your interests relating to what you have insured. We are not under an obligation to renew your policy in these circumstances, but if we choose to do so, you will be liable

to make payment to us and/or your insurer. In addition, if you pay for your insurance policy by direct debit or instalment payments, we will continue to accept payment from you unless and until you specifically notify us or your insurer that you wish to cancel your insurance policy.

## 11. How we hold your money

Premium(s) and any other monies we may hold on your behalf, for example refund premiums and claim cheques received from an insurer, will be held in trust (by us on your behalf, separately from our money) until they are paid by us to your insurer or to you.

This may be a statutory or a non-statutory trust account operated in accordance with FCA CASS 5 rules. In some cases, we act on behalf of insurers and in these instances we hold money as insurer money (meaning it belongs to the insurer even while we're holding it). In these instances, we will hold any premiums that you pay to us as an agent of the insurer and these are treated as having been received directly by the insurer itself.

We will take commission earned from insurers in connection with your insurance only after we have received your premium or received it from a third party provider on your behalf, as applicable. This may occur before payment of the premium has been made to the insurer depending on the terms of business we have agreed with the insurer.

Where we receive money on your behalf, for example refund premiums and claim cheques received from an insurer, we will deduct any amount you owe to us before making any payment to you.

Where we hold money in a non-statutory client money trust we may use the funds in that account as a short-term credit facility to fund another client's premium before it is received from that other client and/or to pay claims and premium refunds to another client before we receive the same from an insurer. We always ensure that the total funds held in the non-statutory trust account comply with the FCA rules to ensure you are protected from loss.

Occasionally, as part of the process of finding an insurance policy that suits your requirements, we may pass your premium to another insurance intermediary who will also be required to hold your money in trust until the premium is deemed to have been received by the relevant insurer.

This includes intermediaries outside the United Kingdom who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the United Kingdom. Please inform us if you do not agree to this.

We may deposit your money in an approved bank outside the United Kingdom who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the bank, this money may be treated in a different manner from that which would apply if the money were held by a bank in the United Kingdom. Please inform us if you do not agree to this.

In accordance with the FCA rules, we may arrange to hold permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a separate client account. If we do this, we will be responsible for meeting any shortfall in our client money funds which is attributable to falls in the market value of those investments. Any interest earned on client money held by us and any investment returns on any segregated designated investments will be retained for our own use.

Between receiving any money from you and us passing it to insurers, and vice versa, we may remove it from the trust account in which it is held, to another account to earn interest or other investment income from it. In such an event the account in which it is placed will be set up with the same trust protection as the account from which it is removed. To improve the efficiency of our business and maintain the right protection to you we may wish to transfer your money between companies within the Ardonagh

Group, including between entities that are regulated by the FCA. In such circumstances we may transfer any money we hold on your behalf to a new bank account with the same trust protections as the existing account to ensure that the protection afforded to your money always remains in place. If bank account details are changed, you will be advised.

## 12. Conflicts of interest

As an insurance broker we usually act for you. Circumstances may arise where we find that we have a conflict of interest, or otherwise have a material interest in or related to a matter in which we are acting. For example, we may be asked to act on behalf of an insurer in the appointment of a loss adjuster or we may find that the interests of two clients for whom we act conflict.

We have conflict management procedures and we seek to avoid conflicts of interest, but where a conflict is unavoidable we will explain the position to you and manage the situation in a way which is designed to avoid prejudice to any party.

The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests. If a conflict arises for which there is no feasible solution, we will withdraw unless you wish us to continue to act for you, and you provide us with your written consent to that effect.

## 13. Confidential information

We and you will treat information received from the other relating to these Terms as confidential. Neither we nor you will disclose such information to any other person not entitled to receive it except as may be necessary to fulfil our respective obligations in relation to these Terms, and except as may be required by any applicable law or regulatory authority.

For the avoidance of doubt we shall be entitled to disclose such information relating to you (where necessary) as part of the normal course of our business, to insurers or reinsurers, actuaries, auditors, professional agents, advisers, investors, shareholders, a person considering the purchase of our shares or business, members of the Ardonagh Group, or to persons in order to provide our service to you.

This paragraph 13 will not apply to information which was rightfully in the possession of a party prior to these Terms or which is already public knowledge/becomes so at a future date (otherwise than as a result of a breach of this paragraph 13), or which is trivial or obvious.

Any breach by you of this paragraph 13 shall be considered a material breach for the purposes of paragraph 19.

## 14. Use of personal data

To the extent that any personal data is processed under or in connection with these Terms, we (Advisory Insurance Brokers Limited) are the controller of such personal data for the purposes of the applicable data protection law. We are part of the Ardonagh Group of companies, and we may share personal data you provide to us within the Ardonagh Group (see <http://www.ardonagh.com> for further details of the Ardonagh Group).

In connection with these Terms we (or the Ardonagh Group) will use personal data to:

- assess and provide the products or services that you have requested (which may include the performing of a search with a credit reference bureau or data enrichment services, where necessary);
- communicate in relation to servicing and administering your products;
- develop new products and services;
- undertake statistical, risk and data analysis to help us improve our services and products;
- contact customers about products that are closely related to those already held with us, or risk news and advice that is relevant to your business;
- provide additional assistance for these products or services; and

- notify important changes to products and functionality changes to our websites.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from the Ardonagh Group, subject to relevant marketing regulations and permissions. You may contact us to withdraw consent to these details of marketing, promotion opportunities or offers at any time.

When we process, store or disclose personal data in connection with these Terms (including in respect of any personal data belonging to a third party that you provide to us), as set out in our Privacy Policy (as described at paragraph 14.5 below) we:

- follow security procedures in line with industry practices;
- retain and process such personal data as long as and to the extent necessary for the purpose of complying with our obligations under these Terms and our regulatory obligations; and
- maintain appropriate technical and organisational measures (including data protection policies) to govern our use of and to protect such personal data.

Where you provide personal data belonging to a third party to us, you warrant that you have obtained the relevant authority and/or consent of that third party to provide such personal data to us for the purposes set out within these Terms. You should also ensure that the Privacy Policy (as described below) has been brought to the attention of the relevant third party. Full details of our processing activities are set out in the Footman James 'Fair Processing Notice' (also referred to as the "Privacy Policy") which can be accessed here:

<https://www.footmanjames.co.uk/fair-processing-notice>

The Privacy Policy, amongst other things, explains:

- who we are;
- the types of personal data we process;
- how we process it and for what purposes;
- who we share it with; and
- how long we keep it for.

It also provides information about the rights of individuals whose personal data we process.

If you or any relevant individual are unable to access this URL, the details set out in our Privacy Policy can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails you have received from us.

In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to [advisorydataprotection@ardonagh.com](mailto:advisorydataprotection@ardonagh.com) or in writing to The Advisory Data Protection Officer, The Ardonagh Group, The Octagon, Colchester CO1 1TG, United Kingdom.

## 15. Financial crime

In providing our services to you, we will not engage in any activity which would breach any financial crime law, statute or regulation applicable to us. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering, and/or combatting the financing of terrorism.

We will not arrange any insurance or benefit or pay any claim which may result in us breaching any such laws, statutes or regulations. Where we reasonably believe that it is necessary or desirable, we may take certain actions including, but not limited to, ceasing to provide services to you, freezing funds held on behalf of you or a third party and/or passing on your details to relevant authorities or regulators. Where we reasonably believe that we are prohibited from doing so, we will not disclose the fact that we have taken such actions against you.

You will ensure that at all times you comply with all laws, statutes and regulations relating to any applicable financial crime law, statute or regulation. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering and/or combatting the financing of terrorism.

If you become aware of any issues in relation to this paragraph 15, you will notify us as soon as reasonably practicable.

Any breach by you of this paragraph 15 shall be considered a material breach for the purposes of paragraph 19.

## 16. Complaints and compensation

Our aim is to always provide a high standard of service to you. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. If you wish to complain please contact us in any of the following ways using the contact details on the letter or report that accompanies these Terms:

- in writing (please mark your correspondence as 'Complaint');
- by e-mail (please mark your correspondence as 'Complaint');
- by telephone; or
- in person.

In all cases please quote your insurance policy number or any other reference we have given you.

We promptly acknowledge complaints. Our complaints procedure is available on request and will be provided to you when we acknowledge receipt of any complaint that you make to us.

### Lloyd's insurance policyholders

If your insurance is provided by underwriters at Lloyd's we will confirm this to you when acknowledging your complaint. If you are unhappy with our response to your complaint, you may be entitled to refer the matter to the complaints team at Lloyd's. Lloyd's will investigate the matter and provide a final response. Full details of Lloyd's complaints procedures are available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints).

### The Financial Ombudsman Service

If you feel that we have not been able to resolve any matter to your satisfaction after our complaints process or if you are unhappy with our decision, or one provided by Lloyd's (where applicable) or if we did not complete our investigation and issue our final response letter within eight weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service ("FOS") by post, phone or email.

**Post:** The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

**Phone:** 0800 0234 567 or 0300 123 9 123

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

FOS is an independent and free service for settling disputes between businesses providing financial services and their customers. Your right to refer a complaint to FOS will depend on you meeting the relevant eligibility criteria. Further information on FOS and whether you would be eligible to refer your complaint to them can be found on its website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If you live outside the United Kingdom or if you prefer not to deal directly with FOS, you may be able to refer your complaint to a local dispute resolution provider.

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to legal action will not be affected.

## 17. Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") if we or your insurer cannot meet our or its financial obligations to you. This depends on the type of insurance we have arranged for you, certain eligibility criteria, and the circumstances of the claim.

For example, the FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, ships liability, and credit.

Whether you are entitled to FSCS compensation will be subject to the relevant eligibility criteria.

Further information about the compensation scheme arrangements available from the FSCS and whether you would be eligible for FSCS compensation is available from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling the FSCS on 0800 678 1100 (or +44 20 7741 4100 from overseas).

## 18. Limitation / Exclusion of liability

Our liability for losses suffered by you as a consequence of us performing our services negligently is limited in all circumstances to £10,000,000 in aggregate (for all claims made).

For any other claim arising out of our performance or non-performance of the services, our liability (whether in contract, negligence (including, without limitation, tort) or otherwise) is limited to the amount of fees which we have received in respect of the insurance policy to which the claim relates.

We will not be liable (whether in contract, negligence (including, without limitation, tort) or otherwise) for any indirect losses or for any loss of profit, loss of business, loss of data, loss of anticipated savings, fines, compensation or additional borrowing, whether such losses are direct or indirect.

The duties and responsibilities owed to you by us under these Terms, are solely and exclusively owed to you by us. No employee of ours shall owe you any personal duty of care or be liable to you for any loss or damage, howsoever arising, as a consequence of the acts or omissions of such employee (including negligent acts or omissions), save to the extent that such loss or damage is caused by the fraud, dishonesty, wilful misconduct, or unauthorised conduct on the part of such employee. This paragraph 18 is intended to be enforceable by and for the benefit of our employees.

Nothing in this paragraph 18 will exclude or limit our liability for death or personal injury caused by our negligence or for loss caused by our fraud, wilful misrepresentation, or breach of the regulatory obligations we owe to you.

## 19. Termination of these Terms

You or we may terminate our authority to act on your behalf by providing at least 30 days' notice in writing (or such other period we agree).

If you cancel or fail to renew your insurance, these Terms will terminate unless we have agreed to continue to provide claims administration services in which event these Terms will continue to apply to the provision of those services.

We may terminate these Terms on immediate notice in writing to you:

- if you are in material breach of any of these Terms;
- if you fail to pay any premium, fee or any other sum owed by you to us, by the date on which it falls due;
- if you breach any regulation or law or, by your act or omission, cause us to breach any regulation or law, or to be subject to any fine, sanction, penalty or censure imposed by a regulatory body or to be subject to the threat of any such fine, sanction, penalty, or censure;
- any regulatory body having jurisdiction over us or you requires these Terms to be terminated;

- upon your bankruptcy, insolvency or receivership; upon your entering into a voluntary arrangement with your creditors; where you are a partnership, upon the dissolution of the partnership or death of a partner; or upon the presentation of a petition for your winding up; or where you are an individual, on your death; or
- if you become subject to a change of control. For the purposes of this paragraph, there is a change of control if there is a change in the person that is able to exercise control over you where “control” has the meaning given in section 1124 of the Corporation Taxes Act 2010.

If we consider that we cannot act for you (or continue to act for you) because we reasonably believe that to do so could breach any laws, regulations, sanctions, or professional rules, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

On termination of these Terms for any reason:

- any transactions already initiated by you will be completed according to these Terms 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 in full any and all commission and /or fees payable in relation to insurance cover placed by us prior to the date of termination; and
- termination is without prejudice to any rights that have accrued under these Terms or any other rights or remedies.

Termination of these Terms for any reason shall not affect the continuance in force of any provision which is expressly or by implication intended to continue in force after termination.

#### 20. No waiver or amendments and our right to assign

Any delay on our part in enforcing any of our rights under these Terms, either in whole or in part, will not be deemed to be a waiver by us of such rights.

Neither we nor you may amend these Terms at any time during the period of your insurance unless we both agree to any such changes or unless they are required to reflect a change of applicable law or regulation, in which case we may make amendments to these Terms and they will be deemed to be accepted by you. Whenever possible, we will provide at least one month’s written notice to you before any such changes take effect.

We may freely transfer, assign, sub-contract, dispose of, or delegate all or any part of these Terms and/or the services provided under these Terms to any third party. In the event that we transfer, assign, sub-contract, or delegate all, or any part, of these Terms to a third party, your rights under these Terms will not be adversely affected.

You shall not be entitled to assign any of your rights, or sub-contract any of your obligations, under these Terms except with our prior written consent.

#### 21. Insurer solvency

We monitor insurer solvency on an ongoing basis and endeavour to place business with insurers with adequate levels of financial solvency. However, we cannot guarantee the solvency of any insurer and shall not be liable for losses suffered by you in the event of the insolvency of an insurer.

#### 22. How to contact us

If you need to contact us, please do so using the details on the covering letter or report that accompanies these Terms.

#### 23. Third party rights

Except as stated in paragraph 18 and except for a member of the Ardonagh Group, a person who is not party to these Terms, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of the Terms contained in these Terms.

#### 24. Severability

The invalidity, illegality, or unenforceability of any of the provisions of these Terms will not affect the validity, legality, or enforceability of the remaining provisions in these Terms.

#### 25. Governing law

These Terms will be governed and construed in accordance with the law of England and Wales and any dispute arising under it, or in connection with it, shall be subject to the exclusive jurisdiction of the English and Welsh courts.



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