

Terms of Business Agreement (Risk Transfer)

The purpose of this document is to set out the basis of the agreement under which we conduct our business & offer our services to you.

An Agreement governing the conduct of Insurance Business between:

Sutton Specialist Risks Ltd (Regulator registration number No 306946) the "Underwriting Agent", on its own behalf & certain insurance companies, (collectively the "Insurer") whose office is at Bull Wharf, Redcliff Street, Bristol BS1 6QR.

and

Producer Company Name:	
Regulator registration number:	
Whose office is at:	

(the Broker)

(collectively the "Parties" and each of them a "Party")

1. Definitions and Interpretation

- 1.1 **Agreement:** Refers to this agreement, the "Terms of Business Agreement (Risk Transfer)".
- 1.2 **CASS:** The UK Regulator's Client Assets Sourcebook.
- 1.3 **Commission:** Commission receivable by the Broker which shall be at the rates and times (if any) as agreed by the Underwriting Agent in respect of that Insurance Business.
- 1.4 **Group:** Has the meaning given to it either in section 421 of the Financial Services and Markets Act 2000 or section 474 of the Companies Act 2006.

- 1.5 **ICOBBS:** The UK Regulator's Insurance Conduct of Business Sourcebook.
- 1.6 **Insured:** Any party (not being the Underwriting agent or Insurer) entering into a contract of insurance which is subject to this Agreement.
- 1.7 **Insurance Business:**
Any insurances or reinsurances falling within the definition of "contract of insurance" in Article 3(1) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 together with insurances concluded under any contracts for insurance made by the Underwriting Agent where the Broker is the coverholder or the placing broker.
- 1.8 **Records:** Anything on which any information of any description is recorded.
- 1.9 **Slip:** Any document held in whatsoever form which is or is to form the basis of either a contract for insurance or contract of insurance. A Slip may incorporate details of administrative arrangements pertinent to the processing of the contract for or of insurance.
- 1.10 **Taxes:** All Insurance Premium Taxes (IPT) and other para-fiscal charges which may be levied by overseas fiscal authorities on insurance premiums.
- 1.11 **UK Regulator:**
The Financial Conduct Authority (FCA) and/or the Prudential Regulation Authority (PRA) and/or the Guernsey Financial Services Commission and/or the Jersey Financial Services Commission and/or The Isle of Man Financial Services Authority as appropriate, or any successor regulatory body or bodies to both or either of them.
- 1.12 **BIPAR Principles:**
A set of high level principles to follow when handling the placement of a risk with multiple insurers, agreed with DG Competition by BIPAR, the European Federation of Insurance Intermediaries.

- 1.13 Any reference to "law" or "legal requirements" includes any applicable, common or customary law and any treaty, constitution, statute, legislation, decree, rule, regulation, code of practice, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which has the force of law or compliance with which is in accordance with the general practice of such jurisdiction.
- 1.14 In this Agreement where appropriate, reference to a statutory provision (including for the avoidance of doubt a reference to a rule of the UK Regulator) includes a reference to the same as modified, re-enacted or both from time to time before or after the date of this Agreement and any subordinate legislation made under the same before or after the date of this Agreement.

2. Scope

- 2.1 The purpose of this Agreement is solely to set out the rights and obligations of the Parties only in respect of the matters specifically addressed in this Agreement. To the extent that any matters relating to the relationship between the Parties are not expressly addressed in this Agreement, they remain unaffected and unaltered by this Agreement. This Agreement shall not override the terms of any underlying contract for or of Insurance Business or the terms of any Slip, save the Parties agree that clause 6.6 shall apply to any monies held by the Broker as a coverholder of the Underwriting Agent, where the binding authority agreement in question does not make provision for monies to be held in accordance with CASS or in a segregated trust account.
- 2.2 Except to the extent stated in clauses 6.1, 7.2 and 11.3 nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as appointing either party as agent of the other party for any purpose and neither party shall have the authority to bind the other party or to contract in its name for any purpose.
- 2.3 Subject to clause 11 (which is to be given a free and unfettered interpretation) nothing in this Agreement overrides the Broker's duty to place the interests of its client before all other considerations nor shall this Agreement override any legal or regulatory requirements (whether obligatory or advisory) which may apply to the Broker, the Underwriting Agent, or the placing of any Insurance Business.
- 2.4 Subject to clause 2.6 below, the Parties agree that the terms herein shall apply to the conduct of any Insurance Business on or after the date of the Agreement. The terms of this Agreement supersede the terms of any other terms of business agreement (TOBA) already in place between the Parties for such Insurance Business. Such TOBA(s) shall continue to apply to Insurance Business transacted between the Parties before the date of this Agreement.

- 2.5 Each proposal for Insurance Business, renewal of existing Insurance Business or continuation of cover in respect of any existing Insurance Business will be accepted or declined by the Underwriting Agent at its sole discretion. The Broker is under no obligation to offer any proposal for Insurance Business or renewal of any existing Insurance Business to the Underwriting Agent.
- 2.6 Prior to or at the time of placement of any Insurance Business (or as otherwise agreed separately in writing between the Parties), the Broker and the Underwriting Agent may agree provisions relating to the conduct of that Insurance Business. These provisions may include (but are not limited to) roles and responsibilities relating to administration of the Insurance Business and the handling of claims and processes by which amendments to the risk may be agreed, and so forth. This Agreement shall be subject to any provisions so agreed, and does not seek to address such provisions.

3. Regulatory Status

- 3.1 The Broker warrants that it is authorised by the UK Regulator (or other EEA regulatory body) to conduct insurance mediation activities (as defined in the Regulator's Handbook) from the date of this Agreement. The Underwriting Agent warrants that it is authorised to conduct Insurance Business from the date of this Agreement.
- 3.2 The Broker shall inform the Underwriting Agent immediately in writing in accordance with clause 23 if at any time during the period of this Agreement:-
- 3.2.1 The Regulator (or other EEA regulatory body) suspends or withdraws the Broker's authorisation; or
- 3.2.2 The Broker otherwise ceases in any way to be authorised by the UK Regulator (or other EEA regulatory body) to undertake any activities in relation to any Insurance Business subject to this Agreement; or
- 3.2.3 The Broker becomes insolvent.
- 3.3 The Underwriting Agent shall inform the Broker immediately if:-
- 3.3.1 The UK Regulator (or other EEA regulatory body) suspends or withdraws the Underwriting Agent's authorisation; or
- 3.3.2 The Underwriting Agent otherwise ceases to be authorised by the UK Regulator (or other EEA regulatory body) to undertake any activities in relation to any Insurance Business subject to this Agreement; or

3.3.3 The Underwriting Agent becomes insolvent.

4. Authority

- 4.1 This Agreement sets out the basis on which the Underwriting Agent will accept Insurance Business from the Broker. The Underwriting Agent authorises the Broker to act as the agent of the Underwriting Agent for the purpose of receiving and holding premium, claims [and other monies identified](#) in clause 6.1 below, and for the purposes set out in clause 7.2 and clause 11.3.
- 4.2 Nothing in this Agreement shall grant the Broker authority to accept, amend, or vary Insurance Business, settle, negotiate or compromise claims, alter any document or policy, make any financial promotion on the Underwriting Agent's behalf without the Underwriting Agent's prior written consent, and/or commit the Underwriting Agent in any way.
- 4.3 Unless separately agreed between the Parties, nothing in this Agreement shall affect the Broker's implied authority to "sign down" the Underwriting Agent's participation on any Insurance Business where cover is placed in excess of 100% of order in accordance with market practice.

5. Remuneration

- 5.1 Commission shall be agreed between the Parties, and will be detailed in the slip.
- 5.2 The Broker may deduct the Commission upon receipt of the premium.
- 5.2.1 Where premium is payable in more than one instalment, the Broker will only deduct the proportion of Commission that the instalment premium bears to the premium as a whole, unless otherwise agreed on a risk-by-risk basis between the Parties.

6. Premiums and Claims

- 6.1 Where the Broker holds:-
- (a) premium due to be paid to the Insurer;
 - (b) return premium due to be paid to the Broker's client;
 - (c) claims monies due to be paid to the Broker's client, or

the Broker shall hold such monies as the agent and trustee of the Insurer. The Broker has no authority under this Agreement to permit any third-party, sub-agent, or Appointed

Representative (as defined in the UK Regulator's Handbook) to receive, hold, or pay any money on behalf of the Insurer, without the Insurer's consent.

- 6.2 The Broker shall advise the Underwriting Agent within 7 days of receipt of any request from the Underwriting Agent, whether it has received any specified premiums and notify the Underwriting Agent, within such time as may be agreed between the Parties, that the insured has failed to pay the premium (or as the case may be, any provisional premium).
- 6.3 Provided the Broker shall itself have received the premium (including Taxes) or part thereof, the Broker shall pay such premium (net of Commission, but including Taxes) or part thereof to the Underwriting Agent within 30 days. In the event the Broker receives the premium after the time permitted for the Insured to pay the premium and provided the relevant contract of insurance has not been validly cancelled, the Broker shall pay that premium (net of Commission, but including Taxes) to the Underwriting Agent as soon as reasonably possible.
- 6.4 Unless otherwise agreed, the Broker shall remain liable to the Underwriting Agent for premiums where Section 53 (i) and Section 53 (ii) of the Marine Insurance Act 1906 apply.
- 6.5 Pending payment to the Insurer or the Broker's client (as the case may be), the Broker shall hold the monies described in clause 6.1 above as the agent and trustee of the Insurer within its client monies account, which shall be a statutory trust account or a non-statutory trust account, established and maintained in accordance with CASS 5.4 respectively. The Insurer hereby consents to such monies being co-mingled with the Broker's other client monies. The Insurer further consents to its rights with regard to monies held in the Broker's client monies account being subordinated to those of the Broker's clients, in accordance with CASS 5, and further agrees that any interest earned on the said account shall accrue to the Broker.
- 6.6 In the event that the broker does not have permission from the UK Regulator to hold client money, the broker shall hold monies described in clause 6.1 above as agent and trustee of the Insurer in a segregated account, on trust, for the benefit of the Insurer. The Insurer agrees that any interest earned on the said account shall accrue to the Broker.
- 6.7 In the event of the cancellation or avoidance of a contract of insurance, where the Underwriting Agent is obliged by law, regulation or the terms of the contract of insurance to repay gross premiums in respect of such contract of insurance, the Broker agrees to repay the relevant Commission (which shall not for the purpose of this clause include fees paid by the Insured). Such repayment shall, in the case of cancellation, be only in respect of Commission received by the Broker which is attributable to that part of the premium repaid. Unless otherwise obliged to by law, regulation or terms of the contract of insurance, the Underwriting Agent shall refund premiums net of Commission

7. Taxes

- 7.1 Except where required by law or regulatory authority or by the terms of this Agreement, the Parties agree that the Broker will not be expected to act as guarantor to the Underwriting Agent with regard to the payment of any Taxes relating to any Insurance Business. Where at the date of this Agreement it is market practice that the Broker administratively arranges payment of Taxes, that practice shall continue.
- 7.2 Where the Broker processes and pays Taxes on behalf of the Underwriting Agent related to premium in respect of any Insurance Business, the Broker will hold such monies in accordance with clause 6.6 above for the Underwriting Agent and account to the Underwriting Agent for amounts received by the Broker in respect of such liability for Tax which the Underwriting Agent may have in respect of that Insurance Business.

8. Compliance

- 8.1 Each Party will comply with their respective legal, licensing and regulatory requirements applicable to the production, placing, claims handling and premium and claims accounting of any Insurance Business which the Broker places with the Underwriting Agent under this Agreement.
- 8.2 The Parties will pay due regard to the Contract Certainty Code of Practice published by the London Market Group (or successor body) in issue at the time of placing the Insurance Business.
- 8.3 The Broker will inform the Underwriting Agent in relation to all Insurance Business whether the Insured is classified as a consumer or a commercial customer for the purposes of ICOBS.
- 8.4 The Broker will forward promptly notices of Insured's' rights to cancel Insurance Business in all instances where such notices are required by Chapter 7 of ICOBS and in accordance with those rules.
- 8.5 Each Party will pay due regard to the BIPAR Principles.
- 8.6 Each Party shall pay due regard to, and co-operate in respect of the observance of, any applicable financial crime and international economic, financial or trade sanctions laws and regulations which bind the relevant customer, the Broker or the Underwriting Agent.
- 8.7 Neither Party shall take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any related financial crime laws and regulations (including without prejudice to the generality of the foregoing the Criminal Finances Act 2017).

- 8.8 Neither Party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any laws and regulations against bribery (including without prejudice to the generality of the foregoing the Bribery Act 2010).
- 8.9 The Parties shall insofar as required to do so and, whether or not either Party is an associated person of the other for the purposes of the Bribery Act 2010, the Criminal Finances Act 2017 or any other relevant laws and regulations, maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of paragraphs 8.6 to 8.8 above.

9. Data Protection

- 9.1 The Parties acknowledge and agree that where a Party processes Personal Data under or in connection with this Agreement it alone determines the purposes and means of such processing as a Controller.
- 9.2 In respect of the Personal Data a Party processes under or in connection with this Agreement, the Party:
- (a) shall comply at all times with its obligations under the Data Protection Law;
 - (b) shall notify the other Party without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach; and
 - (c) shall assist and co-operate fully with the other Party to enable the other Party to comply with their obligations under Data Protection Law, including but not limited to in respect of keeping Personal Data secure, dealing with Personal Data Breaches, complying with the rights of Data Subjects and carrying out data protection impact assessments.
- 9.3 The Parties shall work together to ensure that each of them is able to process the Personal Data it processes under or in connection with this Agreement for the purposes contemplated by this Agreement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Law. This shall include but not be limited to entering into such other written agreements as may be required from time to time to enable each Party to comply with the Data Protection Law.
- 9.4 For the purposes of this clause 9:
- “Controller” means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

“Data Protection Law” means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data;

“Data Subject” means the identified or identifiable natural living person to whom the Personal Data relates;

“Personal Data” means any information relating to the Data Subject; and

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

10. Termination

10.1 This Agreement shall terminate: -

10.1.1 at any time by one Party giving written notice of termination to the other;

10.1.2 immediately, without notice, should either Party become the subject of voluntary or involuntary rehabilitation or liquidation proceedings (save for the purposes of amalgamation or solvent re-organisation) or become the subject of an action in bankruptcy or make or propose any composition with its creditors or otherwise acknowledge its insolvency;

10.1.3 immediately, without notice, should the Broker have any authority or permission granted to it by the UK Regulator (or other EEA regulatory body) withdrawn or altered by the UK Regulator (or other EEA regulatory body) in such a manner as materially to affect in any way the Broker’s ability to introduce, arrange, conclude, administer, perform or otherwise be involved with any Insurance Business which is carried out between the Parties under this Agreement.

10.2 Following termination: -

10.2.1 the Parties will agree the procedure for administering the Insurance Business current at the time of termination;

10.2.2 the Broker will make all reasonable efforts to provide the Underwriting Agent with contact details for any Insured or other party with whom the Underwriting Agent has contracted in the conduct of Insurance Business where:-

10.2.2.1 the Broker has acted as the agent of the Underwriting Agent; or

10.2.2.2 where such information is reasonably required in order for the Underwriting Agent to carry out its obligations in relation to Insurance Business concluded in accordance with this Agreement.

10.2.3 Where permissible the Parties will remain liable to perform their obligations in accordance with the terms of this Agreement in respect of all Insurance Business subject to this Agreement until all Insurance Business has expired or has otherwise been terminated.

11. Access to Records

11.1 The Broker will retain all of the Records created or held by it in its capacity as agent of the Underwriting Agent and all Records received by the Broker for the purposes of the introduction, arranging, concluding, administration or performance of the Insurance Business for a minimum of six years and in any event the minimum periods required by law or any regulatory body with jurisdiction over the Broker, the Underwriting Agent or the Insurance Business.

11.2 The Broker agrees to allow the Underwriting Agent, on reasonable notice, to inspect and to take copies of the following: -

11.2.1 the accounting records pertinent to any Insurance Business including information relating to the receipt and payment of premiums and claims and documentation such as any insurance contract or Slip endorsements, addenda or bordereaux in the possession of the Broker relating to the Insurance Business; and

11.2.2 documents as may be in the possession of the Broker which were disclosed to the Underwriting Agent by the Broker in respect of any Insurance Business including, but not limited to, documentation relating to the proposal for the Insurance Business, the placing thereof (including endorsements and reinstatements) and any claims thereunder.

11.3 In the event that the Underwriting Agent requests the Broker to carry out any functions or duties on its behalf, such as the appointment of loss adjusters, lawyers or others, or the Broker otherwise acts as an intermediary between the Underwriting Agent and its representatives or agents: -

- 11.3.1 The Broker accepts the Underwriting Agent's appointment or instructions on the basis that the information received by it in respect of a claim made upon any Insurance Business is disclosable to the Broker's client.
- 11.3.2 All documentation and records created or received by the Broker in the performance of such functions or duties shall be and remain the property of the Underwriting Agent, other than documents over which the Broker has a proprietary commercial interest.
- 11.3.3 The Broker will take reasonable steps to retain, maintain and safeguard any of the Underwriting Agent's documents in the Broker's possession in accordance with any regulatory requirements which apply to the Underwriting Agent and of which the Broker has notice.
- 11.3.4 On termination of this Agreement for whatever reason and on reasonable notice the Broker will deliver up to the Underwriting Agent such documentation if requested.

12. Confidentiality

Each of the Parties will treat information received from the other relating to this Agreement and to the Insurance Business as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in the conduct of the Insurance Business and except as may be required by law or regulatory authority. For the avoidance of doubt each Party shall be entitled to disclose such information where necessary to its insurers or reinsurers, actuaries, auditors, professional agents and advisers and other Group companies. This clause will not apply to information which was rightfully in the possession of such Party prior to this Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious.

13. Complaints

Each Party will notify the other in accordance with the rules of the UK Regulator (or other EEA regulatory body) of any complaint concerning the other Party relating to Insurance Business subject to this Agreement.

14. Protection of Reputation

Each Party agrees it will not, without the written authority of the other Party, make use of the other Party's corporate or trading names or logos and trade marks.

15. Conflicts of Interest

The Parties will adopt and/or maintain procedures to ensure that each has in place arrangements for the identification and management of any conflicts of interest that may arise in relation to any Insurance Business.

16. Disclosure

The Broker will comply with relevant regulatory, fiduciary and legal requirements regarding disclosure of all forms of remuneration from any arrangements it may have for remuneration in connection with Insurance Business.

17. Variation and Assignment

This Agreement may be assigned or varied only in writing by duly authorised representatives of the Parties.

18. Rights of Third Parties

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause shall not affect any right or remedy of a third party which exists or is available apart from that Act.

19. Dispute Resolution

19.1 The Parties to this Agreement are committed to resolving all disputes arising under it (and whether such dispute arises before or after termination of this Agreement) without the need for litigation and to allow as far as possible for commercial relationships to remain unaffected by disputes and therefore the Parties:-

19.1.1 will attempt in good faith to resolve any dispute or claim promptly through negotiations between respective senior executives of the Parties who have authority to settle the same;

19.1.2 will attempt in good faith, if the matter is not resolved through negotiation within three months of the dispute arising, to resolve the dispute or claim through mediation with the assistance of a mediator agreed between the Parties or as recommended to the Parties by the Centre for Dispute Resolution or such similar organisation as the Parties may agree; or

19.1.3 if the matter has not been resolved by mediation within six months of the dispute arising, or if either Party will not participate in a mediation procedure, the Parties will refer the dispute in accordance with the *Jurisdiction and Choice of Law Clause* below.

19.2 Notwithstanding the above, either Party may seek the immediate protection or assistance of the High Court of England and Wales if appropriate.

20. Jurisdiction and Choice of Law

This Agreement shall be construed according to English law and any disputes arising under it shall, subject to the provisions of clause 19 above, be determined in the Law Courts of England and Wales.

21. Enforceability Clause

In the event any portion of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

22. General Interpretation of this Agreement

In this Agreement, words importing the singular shall include the plural and vice versa. Headings are included for ease of reference and convenience only and shall not affect the interpretation of this Agreement.

23. Service of Notices

Any notices to be given under this Agreement shall be sent by first class recorded delivery post, by hand, or facsimile to the Compliance Officer *at* the registered office of the Party to be served. The notice shall be deemed to have been served, if posted, at the expiration of two business days after posting and if by facsimile, or by hand, at the expiration of one business day after it was dispatched.

24. Force Majeure

Neither Party shall be liable for any delay nor non-performance of its obligations under this Agreement caused by an event beyond its control (a "Force Majeure Event") provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under this Agreement.

25. General Terms

Sutton Specialist Risks Ltd are a specialist underwriting agent who place business on their bespoke schemes for certain niche industries.

We arrange specialist schemes for certain niche industries which aim to provide brokers with appropriate cover for their clients at competitive terms. The nature of our business means that we are generally only able to offer terms from our scheme insurer & will not be accessing any other markets. Our quotes will detail which markets we have accessed.

Instructions

To avoid any misunderstandings, you should provide your instructions to us in writing. In urgent cases, we accept verbal instructions provided they are confirmed in writing as soon as

possible. We are unable to accept instructions until you have been provided with a formal written quotation.

Policy Documents, certificates of insurance, policy schedules & cover notes

On receipt of the above please read & check the documents carefully. If any of the details are incorrect or not suitable for your clients' needs, please let us know immediately. Failure to do this could mean that your cover is insufficient or incomplete & might not provide your client with indemnity in the event of a claim.

Proposal Forms & Online Questionnaires

For most classes of business, we will ask for a risk questionnaire to be completed. We are happy to provide you with advice on completing the information, but we cannot complete it ourselves. Please pay attention to the duties of disclosure (see below) as it is essential that we &/or the insurers are informed of all material facts before placing cover on your behalf.

Duty of Disclosure

- As an agent of the insured, it is your responsibility to provide advice to the insured on their disclosure obligations.
- In the Insurance Act 2015 information is considered "material" if it would influence the judgement of the prudent insurer in determining whether to take the risk and, if so, on what terms.

Information about the Proposed Insurance

We will ensure that:

- We provide you with comprehensive information early enough for you to make an informed decision about the insurance being proposed.
- The Insurers identity is disclosed.

We will explain the key features of the insurance proposed including:

- The basis of cover & benefits
- Summary of cover from Insurers
- Statement of Facts detailing the information the quote is based on.

A copy of all policy wordings are available on our web site (www.ssr.co.uk).

It remains your obligation to ensure the cover meets your client's needs. As you are an FCA Authorised insurance professional we will work on the assumption that we do not need to explain basic insurance principles & commonly encountered terms, conditions or exclusions.

Confirmation of cover

We will provide you with cover notes &/or written confirmation that cover has been put in place, including the terms of the insurance & the insurers involved. These will normally be sent to you within seven days from the date when cover began.

You agree to review all information upon receipt & to let us know immediately if the details of the cover or the participating insurers do not meet with your approval, or do not reflect the instructions you have given to us.

You agree that it is solely your responsibility to ensure that the cover has been effected on the correct terms.

Commission

Commission is payable to the Broker who acting upon the insured's instructions, gave instructions to us to place the business, regardless of any change of broker appointment before the premium in respect of such transaction has been paid by the policyholder.

Our standard settlement terms are 30 days unless otherwise agreed in writing. Where clients are paying insurers on a direct basis, commission will be reimbursed to you within 60 days of the renewal or inception date, subject to payment having been received by us from insurers.

For the avoidance of doubt, we have no obligation to fund any premiums, duties, fees & taxes on your or the insured's behalf & have no responsibility for any loss which you or the insured may suffer as a result of insurers cancelling the insurance or taking any other prejudicial steps as a result of the late payment of such sums if such delay is attributable to you or the insured.

In certain circumstances insurers may impose a specific premium term whereby they require payment of premium by a certain date. We must stress that breach of that term may enable insurers to void the insurance from inception. You agree that the settlement of premiums in good time is your responsibility & that of the insured.

Client Money

We have risk transfer from all insurers we deal with. All risk transfer monies are kept by us in an Insurer Trust Account. You do not thus need to track payments made to us.

Risk Transfer & Binding Authorities

We act as agents for Insurers on our binding authorities & they have confirmed to us that risk transfer (as defined by the FCA) takes place from when we receive payment.

Our quotes & renewal notices will always disclose the identity of the insurer(s).

Binding authorities are held with these insurers. Written confirmation can be provided on request or copies can be viewed on our web site (www.ssr.co.uk), under the FCA Regulation section.

Cancellations

Premiums quoted are for 12 month policies & insurers do not normally allow any refund in the event of mid-term cancellation for whatever reason including default to third party finance providers. In the exceptional event that Insurers do agree any refund of premium these will be passed to you nett of any commission claw back.

Costs & Remuneration

We will:

- Provide details of the premium costs of each of the insurances offered.
- Not impose any fees or charges in addition to the premium required by the insurer without first disclosing the amount & purpose of the charge.
- Be paid for arranging the insurance in the form of commission or brokerage paid to us by the insurers underwriting the insurance, unless we have an arrangement with you that our services are provided for an agreed fee

As well as any brokerage or commission, or an agreed fee, as appropriate, be entitled to benefit from:

- Any earnings we are able to generate due to the amount of business placed with certain insurers & their underwriting performance, which are not identifiable to any specific clients: and

- Any earnings we are able to generate through management of cash balances held on behalf of insurers & clients which are not identifiable to any specific account.
- balances held on behalf of insurers & clients which are not identifiable to any specific account.

Claims

It is essential that we are notified promptly of any claims in accordance with policy timescale requirements, or circumstances which could give rise to a claim. When you notify us, you must include all material facts concerning the claim. The policy wordings will describe in detail the procedures & conditions in connection with making a claim.

Where agreed, we will provide a claims handling service & we will:

- Give you guidance to assist the insured in pursuing a claim under the insurance
- Handle claims fairly & promptly & keep you informed of their progress
- Inform you in writing if we are unable to deal with any part of a claim
- Advise you as soon as possible of claim settlement details

Market Security

Our web site contains links to insurers current credit ratings as declared by them. However, we do not guarantee the financial position & solvency of any market utilized & we cannot guarantee the future stability of any insurer to meet its policyholder obligations & therefore the final decision on the suitability of any insurer rests with you as agent of the insured. If you have any concerns about the security offered, please contact us immediately.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

Professional Indemnity Insurance

We carry professional indemnity insurance to meet the requirements of the FCA. The level of cover we hold exceeds the minimum required by the FCA & full details are available from us on request & can also be viewed on our web site (www.ssr.co.uk) under the Regulation section.

Placing business on behalf of other Brokers

We do not permit brokers to wholesale cover on behalf of other brokers, thereby creating a chain, unless this has been disclosed to us in advance & we have specifically agreed this course of action in writing.

Non-Solicitation

We agree that for a period of 12 months after termination of a policy we will not directly solicit or seek to obtain business from clients or pass on any information to a third party in respect of any business.

Our obligations in respect of non-solicitation or seeking business shall, for the avoidance of doubt, not apply in those cases where we can show that we have not sought or obtained business:

- By means of general advertising, such advertising being not directed at the client in particular
- Following an independent approach by the client or an introduction to the client by another broker.

Signed for and on behalf of

Producer:

Signature:

Print Name:

Position:

Date:

Sutton Specialist Risks Ltd

Signature:

Print Name:

Position:

Date:
