

## Terms of Business

**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.**

### About Us

Brunel Group ("Brunel" or "We"), is a trading name of four limited companies; Brunel Employee Benefits Ltd, Brunel Insurance for People Ltd, Brunel Insurance Brokers Ltd and Brunel Wealth Ltd.

Brunel Insurance for People Ltd is an Appointed Representative of Brunel Insurance Brokers Ltd who are authorised and regulated by the Financial Conduct Authority (FCA).

Brunel Wealth Ltd is an Appointed Representative of Best Practice IFA Group Ltd who are authorised and regulated by the FCA.

### Our Service

We are an insurance intermediary and can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf.

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

We will confirm to you the level of service we are providing as part of our sales process. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes.

If we use the services of another intermediary to place your insurance, we will advise you of the name of the intermediary we use and the name of the insurer.

### Who Regulates Us?

The FCA is the independent watchdog that regulates financial services. Use this information to decide if the services are right for you.

You may check our registration details FCA reference number 307019 on the FCA's Register by visiting their website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### Our Activities

Brunel Employee Benefits Ltd is authorised and regulated by the FCA, permitted to advise, arrange, deal in, and assist with the placing and administration of all types of general insurance contracts and hold permissions to conduct Credit Broking.

You may check our registration details reference number 307019 on the FCA's Register by visiting their website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### Our Product Selection

We offer products from a wide range of product providers (i.e., insurance companies) and some-time use other distributors (i.e., sub-agents) to access products. Our selection usually involves presenting to a reasonable number of insurance companies that will insure for the risk at hand, and this is called a fair and personal analysis of the market.

Sometimes we may only approach a specified number of product providers (i.e., insurance companies) and this is called a Panel, or in some cases, we may only approach one product provider, in either case, we will tell you the basis as part of our selling process.

The processes we have in place mean that the characteristics of these products take account of our target customer's demands and needs and include sourcing products from one or more of the product providers we deal with.

We will also provide a list of the companies that form the Panel we have approached at quotation stage.

Should you require a copy of the full list please contact us.

### Product Oversight and Governance

We have in place a framework which includes written processes, proportionate to the level of complexity and risks related to our products, which we follow stringently, allowing us to ensure any distributors (including us, and our employees) have the necessary knowledge, experience, and competence to understand the product and ensure it is consistent with a customer (or potential customers) demands and needs; even where our distribution chain is long, we aim to ensure this goal is met.

### Ownership and Control

Brunel Insurance Brokers Ltd are shareholders of Brunel Employee Benefits Ltd.

### Personal Customers (Consumers)

A consumer is any natural person who is acting for purposes which are outside his or her trade or profession. If you are dealing with us in a Personal capacity (as an individual) you have a duty to make Fair Presentation of the Risk as detailed herein.

### Your Duty to Make a Fair Presentation of the Risk (Consumers)

You have a duty to make a fair presentation of the risk to be insured to the insurer.

Your responsibilities also apply to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

It is your responsibility to ensure you give us complete and accurate answers to any such questions, not only when you take out your policy, but also when you decide to renew or make any changes during any term of a contract of insurance (this applies to any changes in information relating to any individual named on the policy.)

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. You must check all details on your Statement of Facts and pay particular attention to any declaration you may be asked to sign.

You must check all documentation issued to you to ensure the details are correct and the insurance cover provided meets your requirements.

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.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us on 0117 3252224 or email [contactus@bruneleb.co.uk](mailto:contactus@bruneleb.co.uk)

### **Commercial Customers**

A commercial customer is a customer who is not a consumer.

#### **Your duty of disclosure (Commercial Customers)**

You have a duty to make a fair presentation of the risk to be insured to the insurer. This requires the disclosure of any information which would influence the judgement of a prudent insurer in deciding whether to accept your insurance, impose special terms, or charge an increased premium.

A proposal form, or any other document relating to the contract of insurance, must be answered fully and accurately. All representations must be substantially correct if relating to matters of fact or made in good faith if they are matters of expectation or belief. Please do consider the questions regarding "any other information" very carefully in the light of the duty of fair presentation. The provision and documentation of this information is your responsibility.

Please be aware that a failure to make a fair presentation of your risk may affect the payment of your claims, cause additional charges to be made by the insurer, or even invalidate the policy.

You are required to disclose what should "reasonably have been revealed by a reasonable search of information available to you". Please note that this includes what is in the knowledge of all senior

management within your organisation (senior officers not just directors), and what is known to other organisations.

Information must be disclosed in a way which is reasonably clear and accessible to a prudent insurer.

This duty arises not only at inception of the policy but also at renewal or in the event of any material change in your risk during the period of insurance.

### **Advised or Non-Advised Sale**

We will confirm in our communications which level of advice we are providing:

**An advised sale** is where we give advice on the merits of buying a specific general insurance contract, explain how this meets your identified demands and needs and recommend its purchase. An advised sales means specific individual advice is given to you as a customer rather than generic advice.

**A non-advised sale** is where we provide sufficient information on a product or service to enable you to make your own informed choice about how you wish to proceed. You decide if a product or service meets your demands and needs. No specific recommendation is made.

You will be provided with a statement of your demands and needs as part of our sales process and you can request a copy at any time during the lifecycle of your insurance arrangement with us.

### **Quotations**

Brunel responds to your request for quotations for insurances, as detailed within your submission and our communications. Brunel act as agent for you in the sourcing of a suitable policy, placing the insurance and in the event of a claim, but in limited circumstances we will act as agent of an Insurer.

Please ask us if you wish to be advised of these limited circumstances.

Brunel are able to carry out a full market review and will offer quotations to you for providers and products with potential suitability to meet your demands and needs as detailed within our communications, at a competitive cost. A list of insurers is available upon request.

We will make a recommendation and explain to you how this meets your demands and needs.

Brunel does not assume any liability for the completeness of your existing insurance program (if any) or any insurance policies placed by you directly or by another insurance broker/intermediary.

### **Our Remuneration and Other Income**

Brunel may receive a commission from the Insurer with whom we place your business.

Occasionally due to the nature and complexity of the work we undertake on your behalf, we may charge an

additional Broking fee. Any fee of this nature will be notified specifically to you on our quotation.

Some insurers may make additional payments to us reflecting the size and/or profitability of our account with them and/or in respect of work we undertake on their behalf.

Brunel reserves the right to receive a minimum remuneration of £100. Therefore, if commission is less than this, the shortfall difference may be added as a Broking fee. When this happens, any fee of this nature will be notified specifically to you within our quotation.

You are entitled to request at any time, information about the commissions that we may have received in connection with your insurance policy if you want this information please contact us.

### **Documentation**

You agree to promptly check all documentation supplied to you by Brunel or the Insurers to ensure there are no mistakes or misunderstandings. You will advise your usual Brunel to contact immediately of any errors or anything you believe is not in accordance with your instructions or specifications.

Any reports, letters, or information we provide you with during the term of Brunel's Engagement are not to be disclosed to any third party without our prior written consent. If we provide our consent, we may stipulate terms regarding such provision or require the third party to enter into a direct relationship with us. We disclaim all responsibility and liability for any consequence whatsoever should a third party rely upon any such report, letter, or information without our first having given our written consent that such third party may do so.

### **Method of Communication**

Whilst you do have a choice in the way we communicate with you, we will principally provide you with information using electronic means (usually this will be e-mail or some other means to enable you to access information electronically). During the process of dealing with us you will be given an option to receive information in this way, meaning if you would like information in a paper format, we will be happy to provide it.

### **Terms of Business Applicable to Affiliates**

You agree to and accept these Terms of Business on your own behalf and on behalf of each of your Affiliates. You will procure that each of your Affiliates will act on the basis that they are a party to and bound by these terms. All references in these terms to "you" (and derivatives of it) will mean you and each of your Affiliates.

For the purposes of these Terms of Business "Affiliates" means, in relation to a company, its subsidiaries and subsidiary undertakings and any holding company it may have and all other subsidiaries and subsidiary undertakings of any such holding company (as such terms are defined in the Companies Act 2006). As it applies to you, "Affiliate" shall also include your partners, co-venturer's and/or other co-insureds to whom Brunel Employee or any of its Affiliates may assume a

responsibility as a consequence of the provision of services.

### **Commencing & renewing cover**

Insurance cover, either at the inception or renewal of an insurance policy, will not commence until Brunel have received and acknowledged your express instructions during our normal office hours, which are Monday to Friday 9.00 am to 5.00 pm excluding bank holidays

### **Instructions**

We will assume that we are entitled to take instructions from any partner, officer (such as director or secretary), committee member, trustee (as appropriate), or senior employee unless you inform us, in writing, that we may not do so.

### **Payment of the Premium**

You must pay your premiums on or prior to inception of the policy or within the timescales specified in the debit note sent to you. Alternatively, if premium finance is being used then the signed agreement must be completed and returned prior to inception or renewal.

We may provide you with a debit note detailing the amounts due and the terms of payment. Some Insurers include terms of settlement on certain contracts; others require that the premium be paid within certain strict guidelines. Payment is a condition of the policy and must be complied with to ensure that payment schedules are met in full. Failure to meet deadlines can lead to a policy being cancelled and render the contract void.

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.

Please be aware that full or partial non-payment of a premium or default on a direct debit payment may result in the cancellation or lapsing of your policy

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.

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 monies, refunded premiums and other sums).

### **Client and Insurer Money**

Brunel Employee Benefits do not receive or hold any client money, all premiums are paid directly to the insurer, i.e., the firm do not receive any client money via:

- Cheques
- Direct Debit or standing order
- BACS payment
- Cash or credit or debit card payment.

Any refund or claims money due is paid by the insurers directly to you, the customer.

### **Insurance Premium Tax (IPT)**

Your premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

### **Our Liability to You**

Brunel shall only be liable to you for any reasonably foreseeable losses, damages, costs or expenses arising directly from breach of contract, breach of duty or fault, negligence or otherwise, in connection with this Engagement. Brunel shall not be liable to you in any circumstances for any special, indirect or consequential loss.

The liability of Brunel whether in contract or in tort, in negligence, for breach of statutory duty or otherwise in respect of any claim or series of claims shall not exceed the lesser of £5,000,000 or the amount, if any, recoverable by Brunel by way of indemnity against the claim or claims in question under professional indemnity insurance taken out by Brunel and in force at the time that the claims or (if earlier) circumstances are reported to the Insurers in question.

In respect of any loss suffered by you, for which Brunel and any other party are (on any basis) liable, the liability of Brunel shall be limited so as to be proportionate to the relative contribution of Brunel to the overall fault giving rise to the loss in question. The preceding three paragraphs shall not apply to any liability arising as a result of fraud or willful default on the part of Brunel nor to any liability which cannot lawfully be excluded or limited, nor to the extent that the exclusion or restrictions of such liability would not be permitted by virtue of the FCA's regulatory requirements.

If the performance of any part of the Engagement by any party is prevented, restricted or delayed by reason of any cause beyond the reasonable control of that party (including (without limitation) fire, flood and other Act of God, industrial action including strike and lock out, riots, war, armed conflict, trade sanctions, contamination, disease, pandemic and epidemic, interruption or failure of a utility service, failure of computer or other machinery, and change in law or regulatory requirements) the party so affected shall, upon giving written notice to the other party or parties, be excused from such performance to the extent of such prevention, restriction or delay, provided that the affected party shall use commercially reasonable endeavours to avoid or remove such causes of non-performance or to find an alternative manner or means of performance and shall continue performance as soon as reasonably practicable after such causes are removed. Upon such circumstances arising, the parties shall discuss what, if any, modifications of the terms of this Engagement may be required in order to arrive at an equitable solution.

If your proposal form is submitted less than 10 working days from the required inception date of the insurance, Brunel shall have no liability whether in contract or tort,

in negligence, for breach of statutory duty or otherwise for not obtaining insurance as per your proposal form.

It is acknowledged that if your proposal form is submitted less than 10 working days from the required inception date, Brunel may approach a smaller number of insurers than usual and/or only a single insurer, and (if applicable) this will be advised to you.

Brunel are under no obligation to provide risk management services except as explicitly agreed with Brunel. Where risk management services are agreed Brunel may arrange for these to be provided by other firms on behalf of Brunel or supply the services. Where Brunel supplies or arranges for the provision of risk management services, Brunel shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of its profession.

You shall look only to Brunel (and not to any of Brunel's personnel) for redress if you consider that there has been any breach of this Engagement. You agree not to pursue any claims in contract, tort, or statute (including negligence) against any of Brunel's personnel as a result of carrying out its obligations under or in connection with this Engagement at any time and whether named expressly in this Engagement or not.

### **Conflict of Interests**

Occasions can arise where we, one of our associated companies, clients, or insurers, may have potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

### **Introductions**

We may enter into agreements for the introduction of business to Brunel. The agreements may provide for the remuneration of such introducers.

### **Confidentiality and Security**

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.

All information in any form, with the exception of 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.

### **Call Recording**

Your call may be recorded for training or monitoring purposes. We ensure all call recordings are protected in the same way as any other digital or written data in strict accordance with the General Data Protection Regulations (GDPR) and The Data Protection Act (DPA) 2018.

## Data Protection

The terms “Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processor” and “Processing” shall have the meanings as set out in the General Data Protection Regulation (GDPR) 2018.

“Sensitive Personal Data” means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR. For the purposes of this Agreement, Personal Data may include Sensitive Personal Data.

Brunel is the ‘Controller’ of any personal data you provide to us. Brunel will ensure that it is not subject to prohibitions or restrictions which would restrict it from complying with the General Data Protection Regulation, or which would restrict processing the Personal Data under this Agreement.

Brunel shall implement and maintain appropriate technical and organisational measures sufficient to comply with the Security Requirements.

Brunel shall take reasonable steps to ensure the reliability of any of its Staff who shall have access to the Personal Data for the purposes of this Agreement and ensure that each member of Staff shall have:

- ① undergone, and shall continue to receive on an annual basis, reasonable levels of training in General Data Protection Regulation and in the care and handling of Personal Data; and
- ② entered into appropriate contractually-binding confidentiality undertakings.

### What we need & why we need it

We only collect basic personal data such as name, address, email etc. Our legal basis of processing personal data is to ensure it is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract. We will not collect any personal data we do not need in order to provide and oversee this service to you.

Where required and appropriate to do so, we will also collect more sensitive personal information (such as details about an individual's motoring or criminal convictions, details of health, credit worthiness and other similarly sensitive information).

### What we do with it

All the personal data we process is processed by our staff in the UK however for the purposes of IT hosting and maintenance this information is located on servers within the European Union. No third parties have access to your personal data unless the law allows them to do so. We have a Data Protection regime in place to oversee the effective and secure processing of your personal data.

### How long we keep it

We will retain your data for as long as is necessary to enable us to effectively administer your insurances, handle any claims that may arise and to

facilitate our regulatory, legal or statutory requirements.

### What we would also like to do with it

We would however like to use your name and email address to inform you of our future offers and similar products. This information may be shared across Brunel Group, but is not shared with third parties. You can unsubscribe at any time via phone 0117 3252224 or [contactus@bruneleb.co.uk](mailto:contactus@bruneleb.co.uk)

## Marketing

It is extremely important that all parties insured under your policy understand how we process information.

In distributing any marketing, we will act honestly, fairly, and professionally and in the best interests of a customer or potential customer, including asking you separately for your permission (consent) to contact you, and the means to contact you (such as by phone, or e-mail, push notifications, SMS text, or post) to tell you about:

- a) new products or services we have or are developing;
- b) trialing products and services which we think may improve our service to you or our business processes;
- c) offer you rewards;
- d) enter you into a competition.

We will typically ask for your permission when you first contact us, but you have the right to easily withdraw your consent whenever you wish (unsubscribe). We will regularly review your consent to check that your relationship with us and the processing and the purposes have not changed.

We have processes in place to refresh your consent at appropriate intervals, including any parental consents and act on withdrawals of consent (unsubscribe) as soon as we can and not penalise you if you choose not to give or later choose to withdraw your consent.

It is important that you understand you have the right to withdraw or alter your marketing preferences at any time either using the subscription link contained in any electronic marketing, by calling our main office telephone 0117 3252224 or email contact us at [contactus@bruneleb.co.uk](mailto:contactus@bruneleb.co.uk)

### What are your rights?

If at any point you believe the information, we process on you is incorrect you can request to see this information and even have it corrected or deleted. If you wish to raise a complaint on how we have handled your personal data, contact our Privacy & Compliance Officer by emailing [complaints@bruneleb.co.uk](mailto:complaints@bruneleb.co.uk) who will investigate the matter.

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law, you can complain to the Information Commissioner's Office (ICO).

## Termination

Your instructions must be given in writing and will take effect from the date of receipt by Brunel. In circumstances where we feel we cannot continue to provide services to you, we will give you a minimum of 30 days' notice.

Unless otherwise agreed in writing, if our relationship is ended by either party, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

## Cancelled Policies

It may not be possible to cancel some or all of your policies after inception. Many types of policy contain terms that do not allow cancellation at all, whilst others may allow cancellation only if no claims have been made against them.

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 will not be refundable in the event of cancellation, avoidance or early termination of a policy.

We may also charge an additional cancellation fee of £25 to cover administration costs that we will incur.

be notified specifically to you on our quotation.

## Financial Strength

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and A M Best published with other readily available information within industry guides, newsletters, and press releases. Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims

## Transferred Business

When we are appointed to service insurance policies midway through the period of insurance and which policies were originally arranged via another party, we shall not be liable during the remainder of the unexpired policy term for any loss arising from any errors or omissions in the placement or terms of your insurance cover.

The preceding paragraph will not apply if we have confirmed to you that we have been given sufficient information and time in order to review the existing insurance policy (policies) and discuss any necessary action.

## Direct Debit and Credit Searches

You may be able to pay your premium monthly by direct debit to your insurance provider. Your application for a direct debit facility will be passed to your insurer 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.

Please note Brunel facilitates the application for approval or rejection but the contract is strictly between you and the finance company.

## Bribery and Corruption

We have no tolerance for bribery and corruption and this policy extends throughout the company in respect of 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.

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

- promising or giving 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 an advantage, financial or otherwise to act improperly.
- bribing a foreign public official to do or reward them for doing, something improper.

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

## Breach of Sanctions

Brunel reserves the right to suspend or terminate the Engagement (in whole or in part) where it believes performance could be a breach of applicable economic or trade sanctions. Brunel is unable to provide insurance broking, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Brunel or its affiliates to any sanction, prohibition or restriction under UN Security Council. Resolutions or under other trade or economic sanctions, laws or regulations.

## Rights of Third Parties

Unless otherwise agreed between us in writing no provision of these Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person or party other than you or us.

## Severability

If any part of these terms is held to be invalid or unenforceable, the remaining terms will continue in full force and effect.

## Law and Jurisdiction

This Engagement and the services provided under it shall be governed by English law, and any dispute shall be submitted to the exclusive jurisdiction of the English Courts. We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you before and during the duration of the contract.

## Complaints

Our aim is to provide a first-class service, however, if you wish to register a complaint, please contact us **by writing** to Company Operations, Brunel Group, 3 Temple Quay, Temple Back East, Bristol BS1 6DZ, by **email** [complaints@bruneleb.co.uk](mailto:complaints@bruneleb.co.uk) or **by telephone** 0117 325 2224.

We will provide you with a copy of our full complaints procedure and respond to you as a matter of urgency, and always within 5 working days. We will aim to make a final response to you within four weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded, and will track the progress of the complaint and responses of that party.

After our final response has been issued, if you still cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion.

The FOS Consumer Helpline is on 0800 023 4567 (free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9123 (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively, you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim with no upper limit.

Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and [www.fscs.org.uk](http://www.fscs.org.uk).