

TERMS OF BUSINESS - COMMERCIAL AND CONSUMERS

1) WHO ARE WE?

We are IntoSport a trading name of HNH Insurance Brokers Ltd part of the Marshall Wooldridge group registered in England No. 6405627. Our registered office is at 16 Ivegata, Yeadon, Leeds LS19 7RE.

Telephone: 0113 232 0704 Fax: 0113 239 1296

Website: www.hnhinsurance.co.uk

Email: info@into-sport.com

2) THE FINANCIAL CONDUCT AUTHORITY

HNH Insurance Brokers Ltd is authorised and regulated by the Financial Conduct Authority (FCA) as set out in Part IV of the Financial Services & Markets Act 2000. Our FCA Register number is 475328. Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the FCA's Register by visiting the FCA website, www.fca.org.uk or by contacting the FCA on 0800 111 6768.

3) CUSTOMER DEFINITION

Consumer

Consumers are customers who are not acting for purposes relating to their trade, business or profession ("Consumers"). Please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you don't answer the questions correctly, your policy may be cancelled, or your claim rejected or not fully paid.

Commercial

Commercial customers are customers who are acting for purposes relating to their trade, business or profession ("Commercial Customer").

If you are taking out insurance related to your business (i.e. a commercial customer) you must also disclose all material facts. A material fact is anything the insurer needs to know about the risk they are accepting. If in doubt, please ask and we will give you examples of what you must tell us or the insurer.

4) OUR SERVICE

Our role is to advise you and make a suitable recommendation after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice we shall confirm this position to you in writing. We will not, in any circumstances, act as Insurer nor guarantee or warrant the solvency of any insurer.

We select insurance products from a range of insurers but, for certain products, we may only deal with a single insurer or select from a limited number of insurers. Where the range is limited or restricted to one insurer, a list of who these firms are can be provided upon request.

5) COMPLAINTS AND COMPENSATION

We aim to provide you with a high level of customer service at all times but if you are not satisfied, contact us: in writing: The Complaints Officer, HNH Insurance Brokers Ltd, 14/16 Ivegata, Yeadon, Leeds LS19 7RE; by phone: 0113 232 0704; or fax: 0113 239 1296. The matter will be dealt with in line with our internal complaints procedure, a copy of which is available on request. If you are still not satisfied, you may refer the matter to the Financial Ombudsman Service (except in the case of commercial customers with a group annual turnover of £1m or more, or trustees with a net asset value of £1m or more). We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance, size of the business (if a commercial customer) and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS. www.fscs.org.uk

6) PAYMENT FOR OUR SERVICES

We normally receive commission from the insurers or product providers, or make charges for handling your insurances on a fee basis. You will receive a quotation which will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. Where the commission rate does not cover the work done by us, we will add a broking and/or administration fee. We have special arrangements for

fees and premiums to be paid by instalments which are available upon request. Full payment of premium and fees is due before cover commences, or as otherwise stated under the terms of credit, or in the debit note, invoice or statement issued to you.

We draw your attention to possible fees that may be levied under sections 8 and 9 below and confirm that commissions receivable will be disclosed if so requested.

7) HANDLING CLIENT MONEY AND/OR INSURER MONEY

Our financial arrangements with most insurance companies are on a 'risk transfer' basis, which means that we hold premiums and refunds due to clients on behalf of the insurance undertaking concerned and under a risk transfer agreement. Such monies are deemed to be held by the insurer(s) with whom your insurance is arranged. You will be notified if risk transfer does not apply and, in that case, your premiums will be held by us in a non-statutory client trust account pending payment to the insurer(s) concerned. The establishment of the non-statutory trust follows the rules which the FCA introduced to protect money held by authorised intermediaries. However, you should be aware that, under the non-statutory trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a non-statutory client trust account you should advise us immediately. Otherwise your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a non-statutory client trust account.

8) CONFLICT OF INTERESTS

Occasions can arise where we or one of our clients or product providers will have a 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 detail the steps we will take to ensure fair treatment.

9) CANCELLATION / ADJUSTMENT OF INSURANCES

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance should be returned to us or to the insurer concerned. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation. We reserve the right to retain commission or fees as agreed at outset. Return premiums usually arise if an insurance risk is reduced (mid-term adjustment) or a policy cancelled. On a return premium, we repay commission to your insurer and this will normally be deducted from the final amount due to you.

10) TERMINATION OF AUTHORITY

You may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to these Terms of Business unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

11) YOUR RESPONSIBILITIES

You are responsible for providing the complete and accurate information, which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal, but it also applies throughout the life of a policy.

You should read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to any warranties and conditions as failure to comply with them could invalidate your policy. You are advised to keep copies of documentation sent to, or received from, us for your own protection. If you are in doubt over any policy term or condition, please seek our advice.

You should take note of the required procedures in the event of a claim, which will be stated in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances that might lead to a claim. You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

Commercial Customers

If you fail to disclose any material fact or other information material to the insurance this could invalidate the policy and mean that claims may not be paid. You should check all details on any proposal form, Statement of Fact or risk submission and pay particular attention to any declaration you may be asked to sign. Material facts to the insurance are matters or information which may influence an Insurer as to the acceptability or otherwise of your Proposal or Renewal and must be disclosed at the earliest opportunity and at each subsequent Renewal.

12) CONFIDENTIALITY OF PERSONAL DATA

All personal information is treated by us as confidential and is processed in accordance with the relevant legislation. We will not use or disclose personal information without your consent, other than in the normal course of arranging and administering your insurances, except where we are compelled by law (including by regulators or law enforcement agencies) to disclose such information. In such instances personal information held by us may be disclosed, on a confidential basis, to such third parties in accordance with the Data Protection Act 1998. In accepting these Terms of Business, you agree that we may hold your details both electronically and in paper format and where necessary, provide details via fax, phone, e-mail, internet or post to 3rd parties involved in the transacting of your insurance.

13) NOTICE

Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims. Motor insurance details are added to the Motor Insurance Database run by the Motor Insurers' Information Centre. This was created to help identify uninsured drivers and may be searched by the Police to help confirm who is insured to drive. In the event of an accident, insurers and the Motor Insurers Bureau may use the database to identify relevant policy information.

14) CLAIMS HANDLING ARRANGEMENTS

You have a duty to report any potential loss or claim in line with the policy terms and conditions and as such **you must advise us immediately after the event or as soon as is possible**. We will employ due care and skill if we act on your behalf in respect of a claim. You should not admit liability nor agree to any course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your insurer.

15) PROFESSIONAL INDEMNITY

We satisfy the FCA regulations in respect of Professional Indemnity insurance which is mandatory for authorised firms.

16) QUOTATIONS

Unless otherwise agreed, any quotation given will remain valid for a period of 30 days from the date of issue of the quotation.

17) PAYMENT VIA PREMIUM CREDIT LTD (PCL)

If you have chosen to pay your premium by instalments via Premium Credit Ltd the following additional paragraphs apply to our Terms of Business

a) Data Protection

We confirm your details will be passed to PCL. PCL will send you a welcome pack detailing their full terms and conditions. On renewal of your policy we will continue to pass your details to PCL unless you instruct us otherwise.

b) Defaulting

If any direct debit or other payment due (in respect of the credit agreement you enter into with PCL to pay insurance premiums) is not met when presented for payment, or if you end the credit agreement with PCL, or if you do not enter into a credit agreement with PCL, we will be informed of such events by PCL. If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct the relevant insurer to cancel the insurance on your behalf. If this occurs shortly after the start or renewal of the insurance we will notify the insurer that the policy has not been taken up. We will collect (if relevant) any refund of premiums which may be made by the insurer. If any money is owed to PCL under your credit agreement, we may pay any return of premium to PCL or, if PCL have debited us with the amount outstanding, we may use it to offset our costs. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

NOTE

Your acceptance of these Terms of Business does not affect your normal legal rights.

Revised: June 2013

