

## Terms of Business – Personal Customers

Brunel Insurance for People Limited 3 Temple Back East, Bristol, BS1 6DZ

**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 Insurance Brokers Ltd, Brunel Insurance for People Ltd, Brunel Employee Benefits 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 provides clients with insurance services for all Personal and Commercial insurance products with a focus on customers requiring a professional and advisory proposition. We act for over 8,000 professional and personal customers, employ approximately 100 staff and have 6 offices across the UK.

### 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 also act on behalf of insurers when collecting premiums under risk transfer (See “Money” section)

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 Financial Conduct Authority (FCA) is the independent watchdog that regulates financial

services. Use this information to decide if the services are right for you.

### Our Activities

Brunel Insurance for People Ltd is permitted to advise, arrange, deal in and assist with the placing and administration of all types of general insurance contracts and conduct Credit Broking. You may check our registration details reference number 540631 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 sometimes 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

We are owned by the Directors and shareholders, and controlled by the Directors and employees of Brunel Insurance for People Ltd.

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### 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 not to Make a Misrepresentation of the Risk

As a Consumer you have a duty to take reasonable care not to make a misrepresentation and to answer all questions honestly and to the best of their knowledge.

You are responsible for answering any questions in relation to any proposal forms, or any other document relating to the contract of insurance, fully and accurately. All representations must be made in good faith. The provision and documentation of this information is your responsibility.

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.)

Please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you don't, your policy may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid.

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 01934 643400 or [personallines@brunel-insurance.co.uk](mailto:personallines@brunel-insurance.co.uk) for help. Our normal office hours, are Monday to Friday 9.00 am to 5.00 pm excluding bank holidays.

Please also note, unless your policy confirms otherwise, the rights under your policy may only be pursued in an English court.

### Advised or Non-Advised Sale

**An advised sale** is where we give advice on the merits of buying a specific general insurance contract, explain how this meets a client's demands and needs and recommend its purchase. This will be specific individual advice to the customer and is not generic.

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

**A non-advised sale** is where we only provide information to enable a client to make a choice about how they wish to proceed. No recommendation is made. However, we will provide the client with sufficient information on the product to enable them to make an informed decision as to whether this meets their own demands and needs.

We will not make a recommendation but will provide you with sufficient information to enable you to make your own informed decision in the arrangement of your insurance policy. We will confirm on our quotations which level of advice we are providing.

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 hereby responds to your request for quotations for insurances, suitable to meet your demands and needs, as detailed within your submission and our communications.

Brunel acts 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.

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We offer quotations from a selected range of Insurers chosen by Brunel on your behalf for their potential suitability to provide you with a product that meets your demands and needs as detailed within our communications, at a competitive cost. If required, a list of Insurers is available on request.

Brunel does not assume any liability for the completeness of your existing insurance programme (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. You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business.

Brunel will receive remuneration from a third party including a premium finance company for introducing you to them. This means that the amount you pay for credit and the overall cost of arranging insurance will vary according to the interest charged by the lender and the amount of commission we earn.

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 £50.

Therefore, if commission on a single or multiple policy with Insurers 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.

If prior to inception of a policy, you cancel after having given instructions to proceed with the policy, Brunel reserves the right to apply a cancellation administration fee of up to £50.

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

Credit Card & Debit Card Payments are accepted at no additional charge to you. Card payments are limited to £5,000 per policy.

### 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.

### Mid-Term Adjustments

Our commission and/or fees are fully earned from the date insurance cover commences and the commission will not be refundable in the event of a mid-term adjustment resulting in a return premium. Such return premiums may be paid to you net of our commission.

### 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 to cover administration costs that we will incur.

### Fees & Charges

We will charge you an administration fee for arranging, amending, renewing, and cancelling any contract of insurance as follows:

Transaction Type	Fee
Standard New Business & Renewal	£30.00
Non-standard New Business & Renewal	£50.00
Non-standard Travel New Business & Renewal	£100.00
High Net-worth New Business & Renewal	£100.00
Mid-term Adjustments	£25.00
Premium Finance Default	£20.00

For property, motor and craft insurances, non-standard policies are those which cannot be submitted to insurers by automated electronic methods.

For non-standard travel insurance, non-standard policies include those for clients with complex and / or significant medical conditions or clients who

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require long stay policies which typically exceed 60 days .

These above fees will not be applied to ancillary add on policies such as breakdown cover, legal expenses and home emergency cover.

Any fees charged are not subject to insurance premium tax.

### 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

### 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 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.

### 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 will 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 credit agreement may result in the cancellation or lapsing of your policy.

In addition, we reserve the right to make individual charges of £20 to cover the associated administration costs

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).

### Claims

We may assist you when you make a claim under your policy, but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your Insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms may result in your claim not being paid in part or in full.

You must not under any circumstance admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you will risk your claim not being paid in part



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or in full. All correspondence, claims, writs, summonses etc. should be forwarded immediately, either to us or to your Insurer. Such correspondence should not be responded to without prior agreement of your insurer unless you are required to provide your insurance details in order to comply with pre-action protocols. In such circumstances only the name and policy number of your insurers should be provided. No additional information should be furnished nor should any discussion regarding liability be entered into.

You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with policy terms and conditions may prejudice your cover.

We will remit claim payments received on your behalf, to you as soon as practicable after confirmation of receipt of cleared funds in our bank account.

In the event that an Insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts.

If a new claim is notified to us, we will endeavour to notify your insurers in a timely manner; however, you should not assume that such notification has been received by Brunel and/or passed to insurers until we have advised you accordingly. If a claim or correspondence is particularly time sensitive (for example if there is an impending deadline under Civil Procedure Rules) you must telephone us in order that we may provide advice and in order to ensure that your insurers are notified within required timescales.

### Client and Insurer money

Brunel acts as an agent for some Insurers in the collection of premiums, claims money and premium refunds.

We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers. This will include holding your money in one of the following ways:

A statutory trust client bank account that only allows us to use the money held in trust on behalf of a customer for paying that customers' premium to an insurance company and to pay premium refunds or claims we receive from that insurance company to the customer once the premium has been received from that insurance company.

We cannot use that customer's money to pay another customers premium or refund. We do not pay any interest on premiums held by us in the course of arranging and administering your

insurance, unless, in the case of consumer transactions we receive more than £20 per transaction, and then we will ask for your permission to retain the interest. Unless you tell us otherwise, you are consenting to us holding your money in this way.

A non-statutory trust insurer bank account in accordance with our agreements with Insurance Companies that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent.

This includes claims money or premium refunds we receive prior to being paid to you.

By holding your money in one of these ways, means that in the event that this firm becomes insolvent your money remains protected.

In arranging your insurance, we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account.

We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

### 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 £2,000,000 or the amount, if any, recoverable by Brunel Insurance Brokers Ltd 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.

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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 wilful 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 may offer risk management services. 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.

### 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.

We will not take instructions on your insurance arrangements from anyone else unless we have your prior written permission.

We will also not provide information you supply to anyone else unless we have your prior written permission to do so or are required by a regulatory body, by law or are required to do so in the normal course of arranging your insurance or in connection with claims matters or other services we may provide to you.

All information in any form, except for policy documents and certificates issued on behalf of Insurers, supplied by us to you must be treated as strictly private and confidential and not be released directly or indirectly to any other party, without our explicit, written consent.

### 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.

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### Data Protection, privacy, and fair processing

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:

- (i) 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
- (ii) 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 email [contactus@brunel-insurance.co.uk](mailto:contactus@brunel-insurance.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) trialling 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.

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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 [contactus@brunel-insurance.co.uk](mailto:contactus@brunel-insurance.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, you can contact our Privacy & Compliance Officer by emailing [compliance@brunel-insurance.co.uk](mailto:compliance@brunel-insurance.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.

### **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(ies) and discuss any necessary action with you.

### **Premium Finance & Credit Searches**

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

Using premium finance makes the overall cost of your insurance policy/policies more expensive. A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you decide whether to proceed. Your agreement will last for 12 months but the premium finance may last for a shorter period, usually 10 months. We will ask you to confirm that you have actively elected to pay via premium finance.

In arranging premium finance, we act as a credit broker to provide you with a premium finance facility which is designed solely for the purposes of facilitating a loan for repayment of insurance premiums. We will only provide you with information about this payment option on a non-advised basis from which you will need to make your own decision as to the suitability of this facility and whether you wish to proceed. Please note Brunel facilitates the application for approval or rejection but the contract is strictly between you and the finance company.

If appropriate, we will advise you if competitive credit terms are available through your insurer so that you are able to make an informed choice as to which is most suitable for your needs. Alternatively, you have the option of sourcing your own credit agreement.

### **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:



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- 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.

### 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 Insurance Brokers Limited, 3 Temple Quay, Temple Back East, Bristol BS1 6DZ, by **email** [compliance@brunel-insurance.co.uk](mailto:compliance@brunel-insurance.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 insurance policy and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim with no upper limit.

For compulsory classes of insurance such as motor liability, advising and arranging is covered for 100% of the claim, without any 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).