

**This is an agreement between the above Company (We) and the Customer (You)****About us**

Eastwood Private Clients of Northumberland House, Northumberland Street, Huddersfield, HD1 1DT is a Trading Name of Eastwood & Partners Ltd which is authorised and regulated by the Financial Conduct Authority.. Our FCA Firms Registration Number is 300081. We are permitted to arrange advise or deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies. We are also authorised to undertake certain consumer credit activities. You can check these details on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

We are an Insurance Intermediary and we will usually provide advice or information on the basis of a fair and personal analysis of the market. The number of Insurers approached will depend upon the type of insurance required and sometimes a selection of Insurers or a single Insurer may be used. If you wish, you may ask us for a list of Insurers we offer insurance from. We will confirm to you whether we have approached a wide market, a selection of Insurers or a single Insurer. We do not provide an advised service for premium financing.

Our service

Our services include assistance in determining the most appropriate means of insuring your risks and negotiating and placing such risks with insurers or other intermediaries who will negotiate with insurers on the companies behalf. We are not tied to any one insurance company. We can act both as agent of Insurers 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 may also act on behalf of Insurers when collecting premiums under risk transfer agreements.

Your Duty to Disclose Information

Consumers: You must take reasonable care not to make a misrepresentation to the Insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

Commercial customers: If the insurance is arranged wholly or mainly for purposes related to your trade, business or profession you have a duty to disclose important or relevant information known to you, or which ought to be known to you after a reasonable search. This applies to any facts which may influence the Insurers decision to accept the policy and/or terms to be applied. The duty applies throughout the life of your policy. Insurers can repudiate a claim, proportionately reduce it or apply different terms in the event of misrepresentation or non-disclosure.

Limitation / Exclusion of Liability***YOUR ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE WHICH LIMITS OR EXCLUDES OUR LIABILITY TO YOU***

Our liability for losses suffered by you as a direct consequence of any negligent performance of our services **shall be limited in all circumstances to £10,000,000 per claim**. In respect of any other claim arising out of our performance or non-performance of the services hereunder our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to such claim arising.

We shall not be liable to you for any pure economic loss, loss of profit or loss of business, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (such as that listed above and howsoever caused) which arise out of or in connection with our services or this agreement. Nothing in this paragraph excludes or limits our liability for death or personal injury caused by our negligence, or for loss caused by our fraud, wilful misrepresentation or breach of regulatory obligations owed to you.

How to cancel

You may have a statutory right to cancel a policy you take out through us within 14 days. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory cancellation period you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge.

If you wish to cancel outside the statutory cancellation period you may not receive a pro rata refund of premium. If our services are terminated by you other than at the expiry of the policy period or at renewal we will be entitled to retain any and all fees or brokerage payable (whether or not the same have been received by us) in relation to any policies placed by us prior to the date of termination.

With effect from the date of termination and in the absence of express agreement to the contrary we will have no obligation to perform any further services for you. The responsibility for handling claims reported after the date of termination shall cease in the absence of any express agreement.

How to claim

Except where otherwise agreed we will provide claims handling services during the policy period where policies are placed by us and a claim is notified to us. These services include notification of the claim or circumstances to insurers, representing you in the resolution of the claim and arranging a collection or settlement of the claim in accordance with the market practice and policy terms and conditions. Generally Insurers require immediate notification of any claim or circumstance that may give rise to a claim. Failure to adhere to the policy requirements may entitle Insurers to deny claims.

If you have any doubt about whether a matter constitutes a notifiable claim or circumstance, we should be contacted immediately. Claims can be reported on 01484 820022.

Protecting your information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully (enclosed with documents and on our website) and contact us immediately if you have any queries. Where necessary we shall ask for your specific consent to process your data. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy.

Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handed strictly in accordance with the applicable data protection regulations and legislation.

Money Laundering / Proceeds of Crime Act

We are obliged to report to the National Crime Agency any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

Protecting our information

All activities undertaken by us as outlined in this agreement are provided for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use. You agree not to permit access by any third party to this information without our express written permission.

Invoices

Payment of invoices is due on or before renewal date or on invoice date for new business and mid-term alterations, unless agreed otherwise.

Our earnings

Our remuneration will be either a fee as agreed with you, or commission, which is a percentage of the insurance premium paid by you and given to us by the insurer with whom the insurance contract is placed, or by a combination of the two. Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in relation to the policies placed by us in respect of the full policy period. If you request we will provide you with details of the remuneration we receive in respect of your policies. We may also receive the following revenues:

- (1) A management or administration fee from insurers which may be paid from the insurance premiums payable to them to cover our administration work in relation to the arrangements referred to above.
- (2) Revenue based upon the volume and profitability of insurance business placed with a given insurer over a specific period. These payments recognise the services we provide to the insurer over the given period and are not directly related to the services provided to you.
- (3) Revenue from premium finance arrangements.

Protecting your money

Eastwood & Partners Ltd 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 the following way:

A **non-statutory trust client bank account** that allows us to use the money held in trust on behalf of one customer to pay another customers premium before we receive it from that customer and to pay premium refunds or claims before we receive payment from Insurance Companies. This is a standard practice within the Insurance Industry and we cannot use your money for any other purpose. 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.

By holding your money in this way, 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.

Complaints

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact Lucy Hodgson, Compliance Manager at the above address or call 01484 820000. or email lucy.hodgson@eastwoodib.co.uk.

Wherever possible we will endeavour to resolve the matter by no later than the close of business on the third working day following receipt. If this is not possible we will keep you informed of progress and anticipate that we will be able to provide a substantive response within eight weeks.

If you are not happy with our response, or the position after a period of eight weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) 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

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 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.

Compensation arrangements

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however compulsory classes of insurance (such as motor insurance) are covered for 100% of a claim. Further information is available from the FSCS helpline 0800 678 1100 or 020 7741 4100 and www.fscs.org.uk. The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent

Third Party Rights

Unless otherwise agreed between us in writing no term of this agreement is enforceable under the Contracts (Right of Third Parties) Act 1999.

Governing Law

Unless we have agreed otherwise with you, all policies sold by us are governed by English Law and subject to the jurisdiction of the English courts. All information about the contract will be provided in English. This agreement will also be governed by and construed in accordance with English Law.

Nothing in these conditions will restrict any other statutory rights you have.

By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.