

CITYGATE INSURANCE SERVICES LIMITED

(incorporating CRN Citygate Insurance, General & Commercial Insurance Services Ltd, Harold Pike & Staff Services Insurance)

TERMS OF BUSINESS FOR COMMERCIAL CLIENTS

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business (TofB). For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of this TofB or have any questions regarding our relationship with you, please contact us.

Financial Conduct Authority (FCA)

Citygate Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registered number is 480041.

Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities.

You may check this on the FCA's register by visiting the website www.fca.gov.uk/register/ or by contacting the FCA on 0845 606 1234.

Our Statutory Status

Citygate Insurance Services Limited is a broker registered in Northern Ireland: NI065299.

Our registered office address is Flannigan Edmonds Bannon, Pearl Assurance House, 2 Donegall Square East, Belfast, BT1 5HB.

Our main offices are located at 7-11 Linenhall Street, Belfast, BT2 8AA.

Our Service

We act as an insurance intermediary, not an insurer. We will usually act on your behalf when arranging your insurances, when helping you make any changes to your policy, when you renew your insurance and in the event of a claim. If there are any circumstances where we act as an agent of the insurer, we will let you know the capacity in which we act before we finalise your insurance arrangements. Where we can offer the availability of an instalment facility we act as a credit broker.

Our role is to advise you and after we have assessed your needs to make a suitable personal recommendation explaining why the insurance product recommended best meets your requirements. Where we can offer the availability of an instalment facility to pay the insurance premium, we will not make personal recommendations but may ask you some questions to narrow the selection of options available, you will then need to make your own choice about how to proceed. In some circumstances we do not provide advice and if advice or a recommendation has not been made we will confirm in separate documentation before finalising your insurance. We offer a wide range of personal and commercial insurance products and have access to a range of insurers in the market place.

If we propose using another Intermediary to help place your business, we will confirm this to you in good time before any arrangements are completed.

We are not under a contractual obligation but we only select directors & officers, event, excess liability, legal expenses, professional indemnity and rent guarantee products from a limited number of insurers, rather than on the basis of a fair and personal analysis of the market. For certain products, we only offer products from a single insurer. Please see a full list of insurers we deal with on page 5 attached.

For some types of policy we arrange, you may need to deal directly with the insurer for ongoing policy administration or to make a claim. We offer a service to assist you with any claim you need to make.

Your Responsibility

You are responsible for providing complete and accurate information which insurers require in connection with any proposal for insurance cover. You have a duty to give a fair presentation of risk to the insurer. You should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgment of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair presentation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

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. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

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.

You should always consult us if you are in any doubt on any aspect.

Documentation

We endeavour to ensure that documentation is issued in a timely manner. However, we can be reliant on the administration of the insurers that we use. We will issue documentation within 5 days of receipt of the correct documents from your insurer.

Your policy documentation will confirm the basis of the cover, give details of the insurer, and be accompanied by a policy summary. Although we will check the policy documents we send you, you are responsible for reviewing the policy to ensure that it accurately reflects the cover, conditions, limits and other terms you require. If there are any discrepancies you should advise us immediately.

Prior to the conclusion of the contract you will be given a statement of demands and needs. You should read this carefully. It will set out your demands and needs and confirm whether the contract has been personally recommended and, if so, the reasons for making that recommendation.

You will be provided with renewal terms in a durable medium in good time before expiry of your policy. Attached to the renewal terms will be a statement of any changes to the terms of the policy, and changes to directive-required information (information required under EU Directives), a statement of price and information about cancellation.

You will be given an explanation of any changes, where necessary and in good time, which may appear in your policy and you will be advised of your right to request a new policy document.

For some types of insurance cover it is possible that a claim may be made under a policy long after its expiry date and it is therefore important you keep the documents safely.

Security

We endeavour to place business with insurers with adequate levels of financial solvency but whilst we carry out regular checks on the insurance markets we use we cannot guarantee the solvency of any individual insurer.

Fees and Charges

We normally receive commission from insurers, product providers and, where applicable, finance providers:

- Any commission we receive will be paid by the insurer or product provider from the insurance premium.
- Any commission we receive from the premium finance provider will be paid from the finance repayment.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance.

In addition to premiums / charges made by insurers, we make the following charges to cover the administration of your insurance. You will be advised of those charges and all costs before you proceed.

- | | |
|--------------------------|--------|
| • New policies | £25.00 |
| • Renewal of policies | £25.00 |
| • Mid term adjustments | £25.00 |
| • Mid term cancellations | £25.00 |

We may need to make additional charges to cover the costs involved in providing services. You will be advised of those charges and all costs before you proceed.

Credit Facilities

All premiums must be paid in full to the insurer at the start of cover. However, providing you meet the required criteria, we can arrange for payment to be made by instalments through one of the Finance companies we deal with or through your insurer. This arrangement allows us to pay the full premium to the insurer and meet the full cost of your insurance. This constitutes a Credit or Loan Agreement for money and no longer relates to the arrangement of your insurance.

Instalment facilities are not available on all policy types and are subject to status checks.

All loans are subject to an interest charge and should be considered carefully before entering into. Terms and conditions may apply and are subject to status.

We may accept an annual premium paid in two halves.

Payment Methods

Debit card	Delta, Electron, Switch, Maestro
Credit card	MasterCard, Visa
Cheque	payable to Citygate Insurance Services Ltd
Direct debit	monthly instalments through Premium Credit, Close Brothers Finance or your insurer

Non Payment

In the event of default on an instalment agreement with any of our finance companies, they will attempt to contact you by phone or letter to advise of the missed payment. Please see the loan agreement you hold with the finance company for default charges, as these will vary depending on your lender.

Handling Money

We hold client money, however, our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurers with which your insurance is arranged.

You will be notified if Risk Transfer does not apply and such monies will then be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account 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 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 trust account. Any interest earned on monies held in such an account will be retained by us.

For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

Commission Disclosure

We are usually remunerated by commission from your insurer, product provider and finance providers. In good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level commission which we receive from underwriters. 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.

Refunds

Where you are entitled to a refund, after we receive the rebate or confirmation of the rebate from the insurer, we will forward the refund to you. Please allow up to 21 days to receive a cheque. Where a refund is due under your insurance but you are still due to pay monies to Citygate e.g. remaining instalments, we will usually offset monies owed with the credit to reduce your remaining instalments accordingly.

Claims

In the event of an incident which may give rise to a claim under your insurance, you must advise us as soon as possible.

For car, motorcycle, household and travel incidents you should call the claims helpline number shown on your policy documentation.

For any other claims, please contact us in the first instance using the normal contact number.

You should not admit liability for any damage or injury, nor agree to any course of action, other than emergency measures necessary to minimise any loss, until you have agreement from your insurer.

If there has been a theft or attempted theft, you must tell the police immediately. If you receive a writ, summons or other legal documents or letters, you must send them to the claims handler promptly.

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

Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include but are not limited to non-payment of premium or fees, commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s), failure to provide requested documentation or information, deliberate failure to comply with terms set out within the ToFB or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

Unless otherwise agreed in writing, if our relationship ends, 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

Complaints

We are committed to providing a first class service to our customers. However, if you have cause to complain we would ask you to contact us at Citygate Insurance Services Limited, 7-11 Linenhall Street, Belfast, BT2 8AA in writing, by phone 028 9031 5800, fax 028 9023 6134 or email colin@citygateinsurance.co.uk.

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange, London, E14 9SR.

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

Your insurer also operates a complaints procedure, details of which you will find in your policy documents.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. You may be entitled to compensation if we or your insurer cannot meet our obligations.

This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit
- For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or www.fscs.org.uk.

The Processing of Your Personal Data

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details and criminal offences.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances (and in arranging insurance premium finance where applicable). Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing admin@citygateinsurance.co.uk.

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact us by emailing admin@citygateinsurance.co.uk or by writing to Citygate Insurance Services Ltd, 7-11 Linenhall Street, Belfast BT2 8AA or by telephoning 028 9031 5800. How we process your personal data is detailed further within our Privacy Notice as attached.

Conflicts of Interest

It is our policy to manage any conflict of interest. Where a conflict arises we will advise you of this in writing before proceeding to provide any business service.

Severability

If at any time one or more of the provisions in this agreement is or becomes invalid illegal or unenforceable in any respect under any law or regulation the validity legality and enforceability of the remaining provisions of this agreement will not as a result be in any way affected or impaired.

Contracts (Rights of Third Parties) Act 1999

Unless otherwise agreed between you and us no terms of this agreement will be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

Law & Jurisdiction

In the absence of an agreement to the contrary the law of England and Wales will apply to these terms and conditions. If you reside in (or in the case of a business policyholder, the registered office / principal place of business is in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, the law applicable to that appropriate country will apply. The language used in these terms and any communications relating to them will be in English.

Contacting Citygate:

Belfast Office

Post: Citygate Insurance Services Ltd
7-11 Linenhall Street
Belfast
BT2 8AA

Telephone: 02890 315800
Fax: 02890 236134
Email: admin@citygateinsurance.co.uk

Guisborough Office

Post: Citygate Insurance Services Ltd
4 Highcliff View
Westgate
Guisborough
TS14 6AY

Telephone: 01287 639639
Fax: 01287 639543
Email: admin@citygateinsurance.co.uk

Peterborough Office

Post: Citygate Insurance Services Ltd
Anteon House
Newark Road
Peterborough
PE1 5FL

Telephone: 01733 897942
Fax: 01733 555563
Email: admin@citygateinsurance.co.uk

London Office

Post: Harold Pike
820 Green Lanes
Winchmore Hill
London
N21 2RT

Telephone: 020 8360 4741
Fax: 020 8360 5967
Email: admin@citygateinsurance.co.uk

Calls may be recorded for training and monitoring purposes. This also helps us to resolve any problems quickly, should they arise.

Citygate Insurance Services Limited is a member of the British Insurance Brokers' Association.

Insurer List

Abbey Legal Protection
Ageas Insurance
Allianz Insurance
Ansva Insurance
APC Underwriting
Aviva Insurance
AXA Insurance
Bannerman Rendell
Bond Lovis Insurance Brokers
Breeze Underwriting
Broker Direct Insurance
Broker Network Underwriting
Brooks Braithwaite
Carroll Holman Insurance Brokers
Clear Insurance Management Ltd
CNA Hardy
Commercial Express
Covea Insurance
Custodian Insurance
DAS Group
Devitt Insurance
Direct Insurance London Markets
Dual Corporate Risks
E&L Insurance
East Kent Underwriting
Ecclesiastical Insurance
ERS Insurance
European Property Underwriting Ltd
Event Insurance
Fiducia MGA Co Ltd
Fusion Insurance
Geo Underwriting
Gresham Underwriting
Hayward Aviation
Hera Indemnity
Hiscox Insurance
Hutt Professional Insurance & Risk Management
Incepta Risk Management
iPrism Underwriting Agency
Lime Street Brokers
LV= Broker
Markerstudy Insurance
Morton Michel
Nelsons Policies at Lloyds
New India Insurance
NIG Insurance
NMU
O'Leary Insurances
One Commercial Insurance
Policyfast Ltd
QBE Insurance
Rentguard Insurance
RSA Insurance
Thames Underwriting
Thistle Insurance Services Ltd
Thornhill Insurance
Tokio Marine HCC
U-Sure Insurance
Vasek Insurance
WR Berkley Insurance
Zurich Insurance