

RYAN'S COMMERCIAL TERMS OF BUSINESS

Please read this document carefully. It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities.

Please note calls may be monitored and recorded for compliance and training purposes.

Responses to messages received from you by e-mail will be acknowledged no later than the following working day and amendments to your policy requested by e-mail will become effective when you receive either written or verbal confirmation from us.

1. Explaining our Status

Ryan's is a trading name of Ryan Insurance Group Limited. Ryan Insurance Group Limited of Crane Hall, London Road, Ipswich IP2 0AL is an independent broker. We are authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services register number is 306769. Our permitted business is arranging general insurance contracts. These details can be checked on the Financial Services register by visiting the FCA's website at www.fca.org.uk or by contacting the FCA on 0800 111 6768. Ryan Insurance Group Limited has no direct or indirect, financial holding in any insurer. No insurer has a financial interest in the Group.

2. Our Contact Details

Registered office
Crane Hall
London Road
Ipswich IP2 0AL
Tel: 01473 343491
E-mail: enterprise@ryans.co.uk
Visit our website at www.ryans.co.uk

3. Explaining our Service

Ryan's is an independent intermediary who acts on your behalf and subject to the terms and conditions of this document accepts responsibility for advice given and for arranging your insurance. Our service includes advising you on your insurance needs, arranging your cover with insurers to meet your requirements, providing assistance in the event of a claim and helping you with any ongoing changes you wish to make. When sourcing or placing finance we act as your Credit Broker. The services and advice provided by or for the Company to you as the client are personal to you and provided to you only. You may not disclose any advice or information provided by us or on our behalf to any third party without our prior written consent, except as required for regulatory or legal reasons. You shall indemnify us against any loss, damage, third party claim, costs or expenses arising directly or indirectly from any breach of the latter obligation not to disclose.

4. Insurers

As an Independent Insurance Intermediary, we act as the agent of our client. However we are subject to the law of agency which imposes various duties on us. In certain circumstances we may act and owe duties of care to other parties. We will advise you when these circumstances occur so you will be aware of any possible conflict of interest.

We place insurance with a large number of Insurers, Underwriting Agencies and Specialist Brokers.

We obtain financial information on Insurers from a variety of sources, including a Specialist Security Rating Agency. We are, however, unable to guarantee the ongoing solvency of any individual Insurer and do not accept liability for any losses in this regard.

It is our Policy to provide advice or information based on

- a general analysis of the market, or
- a review of a limited number of Insurers, or
- terms provided by a single Insurer

For certain classes of insurance where we offer advice or information from a limited number of insurers, or a single insurer, we will advise you and if you ask us to do so we will provide you with a list of the insurers.

We also issue policies and handle claims on behalf of certain insurers. Alternatively, for some of the policies we arrange, we will ask you to deal directly with the insurer for ongoing administration.

A specimen policy is available for all of the policies we provide. For further information, please contact us.

5. Information on Costs and Methods of Payment

You can choose to pay the annual premium in full with cash, cheque, bank transfer and most major debit or credit cards. In many cases you will be able to pay monthly by direct debit, either on our own instalment plan or the insurer's own plan. We will advise you if instalment facilities are available for the type of insurance you request. Please note that we act as a credit broker when sourcing or placing finance.

Direct Debit Facilities – Credit Broking

Our search for a product to meet your requirements will involve a

limited number of lenders. Primarily we will look at the rates and terms offered by Premium Credit Limited (PCL), and compare this to your Insurance Company/Supplier. If the Insurance Company/Supplier has a payment facility on more preferential rates or terms then we will offer their option.

For our own payment plan, credit is provided by Premium Credit Ltd., 60 East Street, Epsom, KT17 1HB. If you accept their offer you will be required to enter into and sign a credit agreement with them. They will supply you with a copy of the agreement. This will detail any fees which may apply, including the charge applicable in the event of a default. Written quotations are available on request. Please note that we will need to share your data with PCL. They may carry out a credit reference agency search, details of which will appear on your record. This is necessary for them to meet their obligations under the Consumer Credit Act to carry out an assessment of creditworthiness and affordability. This type of search does leave a footprint that other lenders will see, but not the outcome of the search. The type of search should not have a detrimental affect on the credit rating of an individual. They also carry out anti-money laundering checks.

For corporate bodies such as limited companies they may credit check individual directors as well as the company or business itself.

If any direct debit or other payment due in respect of the credit agreement you enter 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 the 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 on your behalf the relevant insurers to cancel the insurance (or if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer and if any money is owed to PCL under your credit agreement pay it to PCL or if PCL have debited us with the amount outstanding, to use it to offset our costs.

Our Remuneration - You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your premium finance. We do NOT make a charge for arranging credit.

6. Our Charges

The remuneration we receive for our services will be brokerage (a percentage of the premium allowed by the insurers) and/or a fee which will be specifically advised to you. **If you would like to know the amount of commission that we are paid in respect of your insurance contract, or for arranging premium finance where applicable, this information is available on request.**

We reserve the right to make charges in addition to any insurance premiums, for the arranging, amending, renewing and cancellation of any policy of insurance.

These charges will always be advised to you before the purchase of insurance and shown separately on our invoices. Brokerage and fees are earned for the policy period and we reserve the right to retain all or part of commission earned on any premiums subsequently returned.

In addition to the premiums charged by insurers, we normally make the following fixed charges to cover the administration of your insurance:

- earnings which we are able to generate due to the weight of our account placed with certain Insurers and its underwriting performance, which are not identifiable to any specific account;
 - earnings which we are able to generate through management of cash balances held on behalf of Insurers and clients, which are not identifiable to any specific account.
 - Finance commission from Premium Credit Ltd to compensate us for the time and expense incurred in promoting, arranging and administering premium finance to customers.
- In addition to the premiums charged by insurers, we normally make the following fixed charges to cover the administration of your insurance:
- Arrangement fee for policies under £5,000 £20
 - Mid term adjustments and duplicate documents for policies under £5,000 £10
 - A fee will be charged of up to £30 for our services where a policy is cancelled under the 14 day cooling off period
 - Defaults on direct debit plan £30
 - Bounced/stopped cheque £30
 - A charge of £10 will be deducted from any refund of premium. No refunds will be given below £25
 - On occasions the arrangement fee may exceed £20. This will be due to us either receiving limited or no commission from the insurer or where we place the business through another broker and receive limited or no commission.

Please note that PCL may charge fees for managing your finance agreement, including in the event of a default occurring.

7. Confirmation of Cover

We will provide you with written confirmation and details of the insurance that has been effected on your behalf, as well as the Insurers who have subscribed to the risk. Please review coverage as recommended under 'Your responsibilities'.

8. Your Responsibilities

You are responsible for reviewing all Policies issued very carefully, as it is these documents, the schedules and any certificates of insurance that are the basis of the insurance contract purchased. Particular attention should be paid to any policy conditions, exclusions, warranties and claims provisions, as failure to comply may invalidate your coverage. If there is any doubt about these, immediate advice should be sought from us.

At all times it is the responsibility of you, the insured, to ensure that insured values and policy limits are adequate and property sums insured properly reflect current reinstatement/replacement costs. Whilst we seek to assist in establishing and maintaining insured values we cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor/ Accountant) be consulted to ensure that the sums insured under the policy are correct.

9. Your Contract of Insurance – information and changes we need to know about

You are responsible for answering any questions in relation to your proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid term amendment to your policy. If you are a commercial customer, please be reminded you are responsible for providing the complete and accurate information which insurers require at inception, renewal and throughout the life of a policy.

If the information provided by you is not complete and accurate:

- The insurer may cancel the policy and refuse to pay any claims
- The insurer may not pay any claim in full
- Your premium may be revised and/or change the compulsory excess or
- The extent of cover may be affected

If you have any doubt as to whether a fact is material, then we recommend that it is disclosed.

In addition to the specific questions asked, you must volunteer any other information that may be relevant, such as the following:

- a) Vehicle modifications or motoring convictions
- b) Alterations to property or changes to security
- c) Change in business description
- d) Change in use of premises
- e) Changes to geographical trading areas

You should keep a record (including copies of letters) of all information provided. If you are in doubt please ask.

10. Payment of Premiums

We adhere to strict terms of credit on insurance premiums. Any renewal invitation or other request received must be paid by the settlement date stated on our invoice, statement or closing documentation. No payment shall be deemed to have been received until Ryan's have received cleared funds.

Your insurance contract may include a cancellation clause. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by Insurers, giving notice of the cancellation.

If we have not received the premium from yourselves, we are under no obligation to pay the premium by the payment date to Insurers on your behalf.

For the avoidance of doubt we have no obligation to fund any premiums, duties, taxes or fees on your behalf. We have no responsibility for any loss that you may suffer as a result of insurers cancelling the insurance or taking other such prejudicial steps as a result of the late payment of such sums.

In certain circumstances insurers may impose a specific premium term whereby they require payment by a certain date. We must stress that breach of that term may enable insurers to void the insurance from inception. You agree that settlement of premiums in good time is your responsibility.

In the event of cancellation of the insurance contract, Insurers may still require a pro rata premium to be paid. In these circumstances our fees or brokerage will not usually be returnable. However, we will return any premiums net of commission refunded by Insurers.

11. Client Money

After receipt of payment, we hold money, on behalf of clients, in accordance with the FCA Rules on client money. Our Terms of Business, with certain Insurers, include provision that premium payments are considered as Insurer money after payment to Ryan's. Otherwise, client money is held in a Statutory Trust in accordance with FCA Regulations. This means that whilst we have legal ownership over client monies, such money remains in the beneficial ownership of our clients. We are not permitted to, and do not, use client money balances to provide credit for customers or potential customers.

As a consequence of these rules we will not be able to allow a refund of premium until such time as we receive the credit of premium from the

insurer. Any interest earned on client money held by us will be retained by us for our own use.

We may transfer client money to other organisations (for example, Specialist Placing Brokers) for the purpose of effecting an insurance on your behalf. Client money while held by Ryan's will, at all times, be held with a UK Clearing Bank authorised by the FCA.

12. Renewal and Cancellation of Insurance

Where payment for the contract you have undertaken is by regular instalment, for example by direct debit, you give your consent to the contract being automatically renewed, without further reference to you, at the renewal date. This means that insurance will continue to be provided to you, and you will be obliged to continue to pay for such insurance, unless you specifically contact us at renewal to notify us that you no longer require such insurance.

Your insurance policy may contain a right to cancel within a specified period of time of taking up the policy. You will be informed upon inception or renewal of your contract, what cancellation rights apply to your policy and, if so, how and when you should exercise any such rights.

13. Claims

All incidents with the potential to give rise to a claim must be reported to us immediately and we will advise you of the appropriate action to be taken. Alternatively claims can be reported direct to your Insurers by using their telephone claims helpline, details of which will be shown in your Policy document.

Do not admit liability or agree to any course of action, other than emergency measures needed to minimise the loss, until the insurers have given their agreement. For all crime-related claims, please notify the Police immediately. There may be other claims requirements detailed in your policy documents, such as reporting baggage lost or damaged during a holiday to an airline or appropriate authority.

We will provide a claims handling service for as long as you remain a client of Ryan's, however we reserve the right to charge a reasonable fee for our services if, for any reason, you cease to be our client but wish us to continue to handle ongoing claims on your behalf.

14. Confidentiality and Security

We will treat all your personal information as private and confidential to us and anyone else involved in providing your insurance. This applies even when you are no longer a customer. We do not share your personal information with any third parties unless:

- a) we have your permission to do so
- b) we have to do so by law
- c) we are required to share information with credit reference agencies or fraud prevention agencies
- d) we are required to share information with other companies that help us provide our service to you. We will be obliged to share your information with Premium Credit Ltd in order for them to arrange premium finance for you.

Under the Data Protection Act 1998 you have the right to see personal information about you that we hold on our records. If you have any queries, please contact us.

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 that has been formed 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 the database may be used by Insurers and the Motor Insurers Bureau to identify relevant Policy information.

15. Money Laundering/Proceeds of Crime Act

UK Money Laundering Regulations require us to obtain evidence of the identity of clients for whom we act at the start of the business relationship. Documentary evidence may be requested.

We are obliged to report to the Serious Organised Crime Agency any situation giving rise to a suspicion of money laundering. A formal report may be made in the following circumstances:

- If there is suspicion relating to a client's identity
- If a client makes substantial or unusual cash payments
- Where the transaction does not appear to be rational in the context of the client's business or personal activities

We are prohibited from disclosing any report to the client.

16. Cancellation Procedures

Policies may be cancelled by notifying us either in person, by phone, letter or e-mail confirming the reasons for and the date of cancellation (this cannot be back-dated). Refunds are not usually permitted under travel or breakdown policies and some types of commercial insurance contracts. For all other types of business, subject to no claims having been made during the period of insurance, insurers will normally allow a refund against annual premiums. Refer to your policy book for details of the insurer's cancellation charges.

It should be noted that not all policies refund a proportionate part of the unexpired premium.

Once our remuneration has been earned, in the event that the insurance is cancelled after inception, our fees or brokerage will not usually be returnable.

For consumers, many policies will provide you with a 14 day reflection period to decide whether you wish to continue for the full policy term. This is subject to certain conditions, including a minimum time on risk charge. These will be detailed in the policy wording.

17. Previous Insurances

In circumstances where you appoint us to act as your Insurance Intermediary (Broker) and administer policies arranged by another intermediary or intermediaries, we will not be liable for any loss resulting from the advice or possible negligence of your previous intermediary or intermediaries however caused. Unless instructed or agreed otherwise, we will not undertake to review any of your previous insurance contracts or contracts in force at the time of our appointment until they fall due for renewal.

18. Complaints

Our objective is to provide a high standard of service to you at all times. However we recognise that things can go wrong occasionally. When this occurs we are committed to resolving matters promptly and fairly.

Where your complaint relates to the service by your Insurers, then you should follow the Insurers complaints procedure as detailed in the policy booklet.

If your complaint is with our service, to help us put matters right you should contact the following:

Complaints Manager, Ryan's , Crane Hall, 304 London Road, Ipswich IP2 0AL. Tel 01473 343391

This can be done in person, by letter, by telephone or by email to complaints@ryans.co.uk. You should set out the full details of the complaint including any reference number. We will endeavour to resolve your problem within 24 hours of receiving your complaint.

If this is not possible, we will acknowledge your complaint in writing within five business days, telling you who is dealing with your complaint and when you can expect a response. We will endeavour to provide a full response within 20 business days. If this is not possible we will explain why we need more time and let you know when you can expect a full response.

Finally, after we have indicated in writing that our internal complaints procedure has been exhausted, if we have not resolved the matter to your satisfaction, if eligible you should then contact:

The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR (Tel: 0800 0234 567) www.financial-ombudsman.org.uk

Please note the FOS will only consider complaints from customers and micro enterprises. The latter is defined as a business which has fewer than 10 employees and has a turnover or balance sheet that does not exceed 2m Euros.

Ryan's contribute to the **Financial Compensation Scheme (FSCS)**.

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. 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 or www.fscs.org.uk.

19. Fair Treatment

We aim to treat you fairly at all times by ensuring that we provide you with insurance products, services and advice that are suitable and meet your needs and expectations.

We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

20. Law and Jurisdiction

This agreement which sets out the terms of our relationship with you, constitutes the entire agreement between the parties in respect of our engagement. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law. This agreement will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English Courts. This agreement may not be varied except in writing between parties.

Unless agreed otherwise between us in writing no terms of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.

You are deemed to have accepted these Terms of Business and give your consent for us to operate in the ways described, unless you advise us otherwise in writing within 10 days of either Policy inception date or renewal date.

21. Corporate Entities, etc

Where you are a commercial customer and a corporation or entity which is not a natural person, unless we are specifically advised to the contrary in writing, we will be entitled to assume that everyone within your organisation (which term for this purpose includes any parent, subsidiary or associated company) who actually gives instructions to us which we accept and act upon, has the requisite authority to do so on behalf of the organisation.

22. Termination

Our services may be terminated by us or by you upon giving the other one month's notice in writing, or as otherwise agreed.

In the event that our services are terminated by you, we will be entitled to receive all outstanding premiums, fees or brokerage payable (whether or not the same has been received by us) in relation to Policies placed by us.

The provision of Clauses 3, 6, 10, 14, 22, 23, 24 and any provision of this document which is expressly or by implication provided to come into or continue in force after termination of our services, shall survive such termination howsoever arising. Such termination shall be without prejudice to the accrued rights and liabilities and other remedies of either party.

23. Liability

We acknowledge that we will be liable to you for loss, damage, costs and expenses ("losses") caused by our negligence or the negligence of any of our directors, employees, consultants, sub contractors or agents for whose acts errors or omissions the Company is legally liable ("the Specified Persons"), subject to the following provisions of this clause, which are subject to Clause 24.

We shall have no other liability of any nature, whether in contract, tort or otherwise, for any losses whatsoever and howsoever caused, arising from or in any way connected with the services and/or advice provided by us or our engagement by you.

We shall not be liable in contract, tort (including negligence) or otherwise (1) for any increased costs or expenses or (2) for any loss of profit, business, business contacts, business revenues or anticipated savings, or (3) for any special, indirect or consequential damage of any nature whatever.

We shall not be liable to the extent that Losses are due to the provision of false, misleading, inaccurate, or incomplete information or documentation or your failure to inform the Company of any material information or if and to the extent Losses are due to any act or omission of any person other than the Company or any of the Specified Persons.

We shall not be liable to you or be deemed to be in breach of our contract with you by reason of any delay in performing, or any failure to perform any of our obligations to you, or the delay or failure was due to any cause beyond our reasonable control.

Unless otherwise agreed by the Company with you in writing, our total liability to you (whether in contract, tort (including negligence) or otherwise) shall not exceed £7,500,000 in respect of any one claim.

24. Saving

Nothing in these terms and conditions is intended nor shall operate to exclude or restrict any duty or liability to the client which the Company has under the regulatory system in or under the Financial Services and Markets Act 2000, or any liability arising from fraud or dishonesty of any Specified Person, any liability for death or personal injury caused by negligence or any other liability which by law cannot be excluded or restricted.

Please note these Terms of Business do not affect your normal statutory rights.