



**TERMS OF BUSINESS AGREEMENT**

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## PART A

### Scope and application

This agreement, together with any separate written agreement between you and Capsicum Reinsurance Brokers group of entities as stated in Appendix 1 (“Capsicum Re”), sets out the terms on which we agree to act for you. If you are a company, unless otherwise expressly stated in any separate written agreement between you and Capsicum Re, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (but only where such group companies are receiving the benefit of our services). You shall ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to “you” and “your” shall mean you and each of your group companies.

In this agreement “we”, “us” and “our” means Capsicum Re. References to “insurers” shall include insurers, underwriters, managing agents or, where applicable, reinsurers with whom we place business. As appropriate, references to “insurance” or “insured” shall include reinsurance and reinsured respectively.

It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contractual obligations.

If there is anything you do not understand in this agreement you should inform us within 20 business days of receipt of this agreement or before you ask us to quote for, advise on, arrange or handle your insurances, whichever is the sooner otherwise we will assume you

are providing your informed consent to this agreement.

We specifically draw your attention to the following sections:

- (a) What do we do?
- (b) How are we paid for our services?
- (c) How do we handle your money?
- (d) Your responsibilities
- (e) Termination of this agreement

Where your business is operated within an incorporated company, trust, limited liability partnership or partnership, we shall be entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on behalf of the corporate body, trust, limited liability partnership or partnership.

This agreement shall supersede any terms of business agreement that we may have previously sent to you. If you have a separate service level agreement in place with us then the terms of such agreement must be read in conjunction with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We reserve the right to amend this agreement in the future where we are required to do so to comply with any legal or regulatory obligation. Details of any such changes will be notified to you. If we wish to amend this agreement for any other reason, we will notify you in advance and you shall have the right to terminate this agreement within 20 business days of such notification.

## Who are we?

Capsicum Re is a company incorporated in England and Wales (registered number 482231) whose registered office is at The Walbrook Building, 25 Walbrook, London, EC4N 8AW. You can find out more about us at [www.capsicumre.com](http://www.capsicumre.com).

We are an appointed representative of Arthur J. Gallagher (UK) Limited, who is authorised and regulated by the Financial Conduct Authority ("FCA"). Our FCA firm reference number is 482231. We are permitted by the FCA to conduct business as a general insurance intermediary. You can verify these details by visiting the FCA's website ([www.fca.org.uk/register](http://www.fca.org.uk/register)) or by contacting the FCA on 0800 111 6768 (+44 20 7066 1000 from overseas).

## What do we do?

As an independent insurance intermediary, we usually act for you. We offer access to general insurance products and services provided by a wide range of UK and international insurers, including Lloyd's of London.

Our services to you may include (but are not restricted to): advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs and any other related services. We will also help you to make changes to your insurance policy if required and will remind you when your policy is due for renewal as appropriate. Unless your policy states otherwise, we will provide you with assistance in submitting a claim and with obtaining reimbursement from insurers.

In certain circumstances, we may act for your insurer, for example, where we have delegated underwriting authority and/or claims settlement authority. In cases where we are acting on behalf of the insurer, we will be acting as their agent. We always aim to treat you fairly and avoid conflicts of interest. 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.

In the event that a conflict of interest arises that is complex or difficult to manage, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

Only upon receipt of your instructions can we place cover for you. Cover is not in place until we have confirmed it to you in writing or we have issued a cover note.

For the avoidance of doubt, we do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

## How are we paid for our services?

Payment for our services may be by way of:

- a) a fee that we agree in advance with you;
- b) brokerage/commission, which is a percentage of the insurance premium paid by you and given to us by the insurers with whom we place your business; or
- c) reasonable charges in addition to any insurance premiums for the administration, arranging, amending,

renewing and cancelling of any policy of insurance.

Payment for our services may be a combination of a), b) and c). The taxation element of any insurance premium is not subject to commission.

Details of any fees/charges will be declared to you in advance of them being incurred so that you are able to make an informed decision. Where we are not able to provide an actual fee/charge, we will provide you with the basis of calculation of any fee/charge.

We may receive additional payments such as a profit share or profit commission from insurers payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability. We may also earn income from arranging premium finance.

We may earn income from insurers or other sources in other ways. For example, we may receive income from insurers for certain services provided solely on their behalf (Insurer Services Agreement) ("ISA").

**We are committed to transparency in our relationship with you and, upon request, we will be pleased to provide information regarding any earnings we may receive or may have received as a result of placing your business.**

Any disclosures relating to ISA income will include income received by other members of the Capsicum Re group so far as such income specifically relates to providing services on your behalf.

Unless we have specifically agreed otherwise, and subject to regulatory requirements, we earn our entire brokerage/commission or fees

when we place the insurance policy for you. This means that if the insurance policy is subsequently terminated, amended or cancelled you may not get back the full amount you paid. For consumers, this does not affect any statutory cooling off rights you may have.

### **Which insurers do we use?**

In finding a suitable insurance solution that meets your requirements, which may include placing your business under a delegated underwriting authority, we may conduct a market analysis of potential insurers.

We are not tied to any particular insurer or group of insurers but, depending on your needs, we may only consider a specific product from a single insurer, or products from a small selection of relevant insurers. A list of insurers we use is available on request. We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

### **How do we maintain your privacy?**

We are registered as a Data Controller under the Data Protection Act 1998 and we will comply with the Act in all our dealings with personal data. We undertake to treat all your personal data as confidential and appropriate organisational and technical measures will be taken to protect it. We will use your personal

data for insurance broking services which shall include placing of insurance on your behalf, insurance administration and handling claims. We may share your personal data with other companies from the Arthur J. Gallagher group, the FCA or any successor regulatory body, third parties such as your insurers, other service providers, crime agencies and other governmental agencies in order to prevent and detect crime.

In some circumstances, it may be necessary to transfer your information (which may include personal data and sensitive personal data) outside the European Economic Area. In doing so, we will undertake appropriate technical and organisational measures to ensure it is protected.

Records are kept as required under various statutory and regulatory requirements. Occasionally we or other companies from the Arthur J. Gallagher group may contact you about products or services that might be of interest to you. If you do not wish to be contacted in this way please get in touch with your usual Capsicum Re representative in order to opt out.

### **How do we handle your money?**

In our role as an intermediary between you and your insurers we may hold money either paid by you to be passed on to insurers or paid to us by your insurers, to be passed on to you.

For your protection, we handle your money according to detailed FCA rules designed to minimise the risk that, in the event of our financial failure, you may lose some or all of the money that we are holding on your behalf.

### ***Insurer Money (money we hold as agent of an insurer):***

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer. Claims payments and/or premium refunds will be treated as received by you when they are actually paid to you.

### ***Client Money (money we hold as your agent):***

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it. This money is referred to as "Client Money." FCA rules require that Client Money is kept separate from our own money. As permitted by the rules, we hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ("NST"). The aim of the NST is to protect you in the event of our financial failure. In that circumstance our general creditors will not be able to make claims on Client Money held in the client account.

Under the FCA rules we are permitted to use Client Money held in the NST on behalf of one client ("Client A") to pay another client's premium ("Client B") before such premium is received from Client B. We are also permitted to make claims payments/premium refunds to other clients before monies are received from the insurer. Although there may be occasions when we do this, it is not our policy to routinely cross-fund in this way. For the avoidance of doubt, we are not permitted to use Client Money to pay ourselves

commissions before we receive the relevant premium from the client.

We may also arrange to place Client Money into investment funds so far as permitted under the FCA's rules. If we do this, we will be responsible for meeting any shortfall in Client Money which is attributable to any fall in market value of such funds. Any earnings on such investments and any interest earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

***Co-mingling of insurer and client monies:***

We may hold both insurer and Client Money together in the NST when permitted to do so by the FCA. As money held on either basis is protected in the NST, we will not normally inform you on which basis we hold the money we have received from you or on your behalf.

**Payment to third parties:**

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us in advance if you do not wish your money to be passed to a person in a particular jurisdiction.

**Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business, certain eligibility criteria and the circumstances of the claim. Further details regarding the FSCS are available online at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 (+44 20 7741 4100 from overseas).

**Your responsibilities**

***Non – Consumer policies:***

You are required to make a fair presentation of the risk to an insurer which discloses every material circumstance which you know or ought to know relating to the risk to be insured. This includes information known by your senior management and those responsible for arranging your insurance as well as information which would reasonably have been revealed by a reasonable search of information available to you. A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply with the duty of fair presentation could mean that your policy of insurance is void or that insurers are not liable to pay all or part of your claim(s).

The above duty of disclosure is the applicable duty under the laws of England and Wales. You may have different obligations if your policy of insurance is subject to a different

law. As a minimum, we expect you to disclose your information in accordance with the duty set out above.

For certain types of insurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the proposal form or questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

***Consumer policies:***

Consumers must take reasonable care to answer all questions honestly and to the best of their knowledge and belief and not to make a misrepresentation to the insurer.

Providing details that are untrue, inaccurate or incomplete may result in the refusal of a claim, alteration of policy terms, insurers reducing the amount of your claim they pay to take account of any increased premium they would have charged and/or your policy being cancelled or treated as if it never existed.

If any of the information you provided when you took out your insurance is or becomes inaccurate, you should contact us to correct this.

**Anti-bribery, corruption and financial crime**

If you are a business, you agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to

you relating to anti-bribery and corruption. In particular, you will comply with the UK Bribery Act 2010 and (if it applies to you or any of your group companies) the US Foreign and Corrupt Practices Act 1977, and any other applicable legislation.

Please be aware that we are required to obtain adequate “Know Your Client” information about you. In order to prevent bribery, corruption or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other background checking as appropriate.

You should also be aware that some policies may include clauses specifically dealing with international financial and trade sanctions and export controls imposed on states/individuals/entities. The obligations with respect to sanctions compliance are based on a number of factors and therefore are specific to each business and we recommend you pay special attention to such clauses, obtaining legal advice where you deem necessary. We are not able to advise you with respect to the application of sanctions or how these may affect insurance cover under your policy. However, please let us know if you become aware of any specific requirements you have related to your compliance with sanctions regimes.

Please note that, to comply with laws designed to prevent financial crime or to enforce international sanctions financial and trade sanctions and export controls, we may be required to take certain actions, for example, we may be required to freeze the funds of individuals or entities subject to sanctions or we may not be permitted to perform certain placing and/or claims handling activities in light of the application of



sanctions. We may also be required to take certain actions including, but not limited to, making licence applications or notifications. Third parties we deal with, such as banks or other financial institutions, may also impose their own controls or restrictions for the purposes of sanctions compliance. We will not be liable to you if we reasonably decide that any law or regulation prevents us from fulfilling our obligations under this agreement, requires us to take certain actions or we would become exposed to enforcement action, restrictive measures, penalties or other action by performing activities pursuant to this agreement (or for any similar steps taken by any third parties).

We consider a number of countries to be of higher trade risk. It is therefore not within our risk appetite to deal with transactions which touch upon or relate to Cuba or North Korea. There may be exceptions made in limited circumstances and we encourage you to discuss these with us, where applicable. Again, we will not be liable to perform any obligation under this agreement to the extent that this would be contrary to our stated commercial risk appetite.

### **Your premium payment obligations**

Insurers require you to pay premium at, or prior to, commencement of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or prior to the dates specified in our invoice(s). If payment is not made within that period, insurers may cancel your policy. Insurers may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

You may be able to spread your payments through a credit scheme operated by a premium finance company or insurer. Please note that we can only pay premium to insurers on your behalf once we have cleared funds from you or the premium finance company. You should also note that we, (where permitted) acting on behalf of the insurer, or the insurer may cancel your policy should you be in default of the credit scheme. Where you decide to enter into a credit scheme for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement.

### **Your policy documentation**

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions as any failure to comply with these terms may invalidate your cover.

Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that you keep all of your policy documentation in a safe place. It is our current practice to retain customer information for at least six years. After this period, your information may be destroyed at our discretion without notice to you.

## Making a claim

It is your duty to notify all claims and/or circumstances that may give rise to a claim as soon as possible in accordance with the terms and conditions of any claims notification provisions in your policy documentation. If you are unsure whether a matter needs to be notified please contact us and we will advise you. You should not admit liability without liaising with us, your insurer or someone acting on their or our behalf.

Where we handle claims on your behalf, we will do so fairly and promptly. If we receive claims payments for you, we will remit them to you as soon as reasonably practicable after receipt. Where premiums (including an instalment under any credit scheme) remain due from you, we may deduct the value of those premiums before remitting claims payments to you. We reserve the right to charge an additional or separate fee (based on the nature of the work and duration) to negotiate a large or complex claim on your behalf.

If our appointment as your broker is terminated or not renewed then we reserve the right to charge an additional or separate fee for any ongoing claims services performed from such date as the existing appointment terminates.

Details of any such charges will be declared to you in advance so that you are able to make an informed decision before any charge becomes due and payable. See also ***How are we paid for our services?***

## What if you wish to make a complaint?

We value our relationship with you and we welcome feedback on the service you receive from us. Please let us know if there is any part of our service that does not meet with your satisfaction so that we are able to improve the services we provide. Our aim is that you should benefit from our commitment to a high quality service using our experience and breadth of insurance broking expertise. We will always try to provide a high standard of service but please be aware that should you ever have cause to make a complaint, please do so by contacting your usual Capsicum Re Representative by whatever means is convenient to you.

It is our aim to try to resolve your complaint to your satisfaction by the end of the working day after you first notify us. However, if we are unable to do this, we will respond to your complaint promptly. In all cases we will write to you promptly after receiving your complaint to acknowledge it, and respond within four weeks or write to you again if our investigations are on-going to explain what is being done, by whom and to tell you when you can expect our full response.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address:           Complaints Management Team  
                          7<sup>th</sup> Floor  
                          Spectrum Building  
                          55 Blythswood Street  
                          Glasgow  
                          G2 7AT

Email: [commercialcomplaintsuk@ajg.com](mailto:commercialcomplaintsuk@ajg.com)

Our complaints procedure is available on request.

If you have not received a satisfactory conclusion to your complaint within eight weeks and you are either a consumer or smaller business or a charity or trust that meets the current Financial Ombudsman Service (“FOS”) criteria, you may be entitled to refer the matter to the FOS. The FOS may wish to have access to the files that we hold in relation to your insurances. Unless you request otherwise in writing, if the FOS ask us to provide these files to them, we will do so without further reference to you. You may obtain further information including how to contact the FOS from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### **Right of set-off**

If you are a business, we may at any time, without notice to you, set off any liability of yours to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause shall not limit or affect any other rights or remedies available to us under this agreement or otherwise.

### **Intellectual property rights**

We (or our licensors) shall retain all ownership, title, copyright and other intellectual property rights in all materials

developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you, however we grant you a royalty free license to use those materials, but only for the purposes for which they were created under this agreement for as long as we have an agreement with you.

### **Termination of this agreement**

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate this agreement:

- (a) by giving not less than 30 days’ notice in writing to the other; or
- (b) immediately if the other party enters into any form of liquidation, receivership, administration or bankruptcy.

Notwithstanding anything else contained in this agreement, we are not under an obligation to act for you, or to continue to act for you, if to do so could breach any laws, regulations or professional rules.

If we consider that we cannot act for you (or continue to act for you) because we reasonably believe that to do so could breach any laws, regulations or professional rules, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

### **Consequences of termination**

In the event that our services are terminated, we reserve the right to retain our earnings in respect of the policies we have placed on your behalf. See also *How are we paid for our services?* and *Making a claim*.

### **Cancellation**

Your insurance contract may include a cancellation clause. For more details, please refer to your insurer's policy documentation. In the event of cancellation of your cover, the insurer determines any return premium in relation to policies placed by us. Should you wish to cancel a policy please advise us accordingly.

### **Currency conversion**

We may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

### **Severability**

The invalidity, illegality or unenforceability of any of the provisions of this agreement shall not affect the validity, legality or enforceability of the remaining provisions in this agreement.

### **Notices**

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it shall be in writing and sent to our registered address. We shall be entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

### **Third party rights**

A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term contained in this agreement.

### **Force majeure**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In the event of a force majeure the affected party shall notify the other as soon as reasonably practicable.

### **Assignment**

Unless this agreement is assigned or otherwise transferred to other members of the Capsicum Re group, it cannot be assigned or otherwise transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

### **Governing law and jurisdiction**

The law of England and Wales will apply unless you and we agree otherwise or, at the date of commencement of this agreement, you are a resident of (or in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## **PART B**

### **Application of this section**

The sections in this part of the agreement apply solely to our relationship with you if you are an “Insurance Intermediary.” You are an Insurance Intermediary when your client’s risk and insurance placement requires you to use our services.

Whilst the sections in Part A of this agreement are expressed in terms that are appropriate to customers with whom we deal directly as the policyholder, the sections equally apply to our relationship with you where applicable. References to “you” or “your” in this agreement should be read as “your client” or “your client’s”, if the context requires.

### **Obligations**

Where this agreement imposes obligations on us in respect of your client, we will discharge these obligations through our dealings with you, not your client. Similarly, where this agreement imposes an obligation on your client, it is for you to ensure that your client is aware of the obligation and the consequences of failing to comply with it, including premium payment terms and your client’s duty of disclosure. In respect of your client’s duty of disclosure, you are required to assist your client discharging its obligations (unless law or contract specifies otherwise), whether the applicable contract(s) of insurance are subject to the law of England and Wales or any other governing law.

In circumstances where premium due to insurers cannot be collected for whatever reason from the insured and insurers will not waive all or some of the amount due, you will

be responsible to us for payment of the full amount outstanding in respect of premium and our share of the brokerage.

You acknowledge that you shall review all information received from us and let us know if any details of the insurance or the participating insurers do not meet with your approval, or do not reflect the instructions given to us.

The renewal of your clients’ insurances shall be your responsibility and you must allow enough time for the proper and timely interchange of information between you and us and the relevant insurer and the subsequent consideration of the renewal terms. We shall be responsible for the cancellation of any policy.

You and we shall provide each other with all reasonable co-operation required to resolve complaints received from clients in relation to the services provided by you or us under this agreement.

### **Licensing / Authorisation**

As part of this agreement both we and you undertake to comply with our respective legal, licensing and regulatory requirements applicable to the production, placing, claims handling and premium and claims accounting of any insurance which you place through us. You warrant that you are authorised by your local regulator, if such authorisation applies, to carry out all activities contemplated by virtue of this agreement. You also undertake to notify us immediately if your authorisation is revoked, suspended or changes.

## **Commission**

Commission payable to you under this agreement, or any separate written agreement between you and us, will only be paid to you following receipt of commission by us from the insurer.

## **Anti-bribery and corruption**

In addition to the Anti-bribery, corruption and financial crime section in Part A, you will ensure that you have put in place and maintain adequate policies and procedures to prevent you, and protect us, from being exposed to a bribery or corruption event.

## **Sanctions**

Each party will conduct appropriate due diligence and screening in order to comply with United Nations, United States of America, European Union, United Kingdom and all other applicable financial and trade sanctions or export controls laws and regulations, and have systems and controls in place to prevent participation in activities which would expose you and/or us to breaching or enforcement action, restrictive measures, penalties or other action under financial or trade sanctions or export controls laws and regulations. Insurance cover and the parties involved in its provision or arrangement, may be, or may become subject to sanctions legislation. In such circumstances, insurance cover, associated payments and transactions may be prohibited or subject to restrictions. You will be aware that some policies may include clauses specifically dealing with sanctions imposed on states/entities/individuals. You should pay

particular attention to such clauses as they may affect cover under the policy.

## **Professional Indemnity Insurance (“PII”)**

You will at all times maintain PII in accordance with the requirements of your relevant statutory regulator or as agreed between us, whichever is the higher. You will inform us in writing if the level of cover drops below the statutory minimum, unless otherwise specified by us.

## **Audit**

We may, on reasonable notice to you, carry out an audit of the books and records held by you in relation to this agreement for the purpose of verifying your compliance with its terms. You agree to allow us (and/ or our agents) prompt access to your premises and such books and records. You agree to assist us (or our agents) in any matters involving or raised by such audit.

## **Termination**

In addition to the Termination section in Part A, should you wish to terminate this agreement you may only do so provided all outstanding premiums and other sums due from your client have been received by us in full. This agreement shall terminate immediately in the event that your regulatory authorisation is revoked, suspended or changed such that you are no longer permitted to carry on the activities contemplated by this agreement.

If this agreement terminates:

- (a) in accordance with this Part B;
- (b) for reasons of your insolvency; or
- (c) because your client does not renew their insurance(s) placed under this agreement,

we shall be entitled to contact your client directly for the purposes of administering their insurance or the renewal of their insurance.

### **Taxation**

Unless there is a legal requirement for us to do so, it is your obligation to make declarations in respect of and account for tax on all insurance transaction.



## Appendix 1

Company Registration No.	FCA Firm Reference No.	Full Legal Name	Registered Address
OC391007	747052	Capsicum Reinsurance Brokers LLP	The Walbrook Building, 25 Walbrook, London, EC4N 8AW
OC391039	613127	Capsicum Reinsurance Brokers No. 1 LLP	The Walbrook Building, 25 Walbrook, London, EC4N 8AW
OC393713	711294	Capsicum Reinsurance Brokers No. 2 LLP	The Walbrook Building, 25 Walbrook, London, EC4N 8AW
OC393712	648501	Capsicum Reinsurance Brokers No. 3 LLP	The Walbrook Building, 25 Walbrook, London, EC4N 8AW
OC397192	679381	Capsicum Reinsurance Brokers No. 4 LLP	The Walbrook Building, 25 Walbrook, London, EC4N 8AW
OC395297	647947	Capsicum Reinsurance Brokers No. 5 LLP	The Walbrook Building, 2 5 Walbrook, London, EC4N 8AW
OC397191	711295	Capsicum Reinsurance Brokers No. 6 LLP	The Walbrook Building, 25 Walbrook, London, EC4N 8AW
OC399845	711061	Capsicum Reinsurance Brokers No. 7 LLP	The Walbrook Building, 25 Walbrook, London, EC4N 8AW
OC414706	793735	Capsicum Reinsurance Brokers No. 9 LLP	The Walbrook Building, 25 Walbrook, London, EC4N 8AW
OC419563	792150	Capsicum Reinsurance Brokers No. 11 LLP	The Walbrook Building, 25 Walbrook, London, EC4N 8AW