United Insurance Brokers Limited

Terms of Business Agreement (“TOBA”)

YOUR ATTENTION IS DRAWN TO THE LIMITS ON UIB'S LIABILITY IN CLAUSE 4 BELOW

1 United Insurance Brokers Limited

1.1 United Insurance Brokers Limited (also referred to as "UIBL," "we," "us," "our" or "ourselves" and acting under any of its trading names) is a limited liability company incorporated under the laws of England and Wales (company number 02034497), with its registered address at The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB.

1.2 UIBL is a Lloyd's broker and is authorised and regulated by the Financial Conduct Authority (**FCA**) to conduct general insurance activities. This can be verified by checking the FCA's financial services register under firm reference number 307812 on the FCA's website, or by contacting the FCA by telephone on 0300 500 0597, or if dialling from outside of the United Kingdom on +44 (0)20 7066 1000. You can contact us by telephone on +44 (0)20 7488 0551 and find out more about UIBL at http://www.uib.co.uk

2 This TOBA

2.1 This TOBA and its schedules set out the terms on which UIBL agrees to act for you. You should read this document carefully, because as well as setting out the terms of our relationship with you it contains details of our regulatory and statutory responsibilities.

2.2 We particularly draw attention to the following sections of this TOBA:

2.2.1 the additional risk to you if you are insured through the use of an insurer's intermediary (sometimes called a managing general agent or coverholder) as described in clause 3.4;

2.2.2 the exclusions and limitations of liability applicable to UIBL, our directors and our employees, as detailed in this TOBA, including without limitation in clause 4 and schedule 1;

2.2.3 the client money disclosures in clause 9;

2.2.4 your disclosure obligations to insurers in clause 11 and (if applicable) schedule 2;

2.2.5 our remuneration arrangements in clause 14 and schedule 3;

2.2.6 the handling of conflicts in clause 15;

2.2.7 the complaints procedure in clause 17; and

2.2.8 our positions on:

(a) money laundering (clause 19);

(b) sanctions (clause 20);

(c) export controls (clause 21); and

(d) anti-slavery and human trafficking (clause 23).

2.3 Please contact us immediately if there is anything in this TOBA that you disagree with or do not understand.

2.4 In this TOBA:

2.4.1 each use of "Personal Data" and "Process" has the meaning given to that term or expression by the UK GDPR;

2.4.2 each use of "Data Privacy Laws" means all United Kingdom (**UK**) laws that relate to data protection, privacy, the use of information relating to individuals, and the information rights of individuals, including without limitation:

(a) the Data Protection Act 2018, the UK GDPR, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, and the Consumer

Protection from Unfair Trading Regulations 2008; and

(b) any legislation that replaces or converts any of the laws referred to in this definition into UK domestic law, and any amendment, update, modification, or re-enactment of the laws referred to in this definition;

2.4.3 each use of "employee" means a person who is an employee, director or other office holder, contractor or consultant of UIBL;

2.4.4 each use of "insurance" and "insurers" includes reinsurance and reinsurers;

2.4.5 each use of "intermediary" means an insurance intermediary, or a reinsurance intermediary, as respectively defined in Article 2.1(3) and Article 2.1(5) of the insurance distribution directive, as defined in paragraph 4A of Part 1 in Schedule 3 to the Financial Services and Markets Act 2000, "insurance distribution" and "reinsurance distribution" have the meanings in Article 2.1(1) and Article 2.1(2) of that directive respectively, and "ancillary insurance distribution" has the meaning in Article 2.1(4) of that directive;

2.4.6 each use of "UK GDPR" means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the UK European Union (Withdrawal) Act 2018; and

2.4.7 except where stated otherwise, or where the context requires otherwise, each use of "your" means you or, if you are an intermediary, your client.

2.5 If you instruct us to proceed with any insurance placement, or to undertake any other insurance related service, or if an intermediary instructs us on your behalf to do so, we will be doing so on these terms alone to the exclusion of any standard terms of purchase or the like which you may have, and these terms will have contractual effect between:

2.5.1 you and us; and

2.5.2 if you are an intermediary, between us and that intermediary, and not between us and that intermediary's client.

2.6 If, having received a copy of this TOBA (which includes, without limitation, receiving a hyperlink to access a copy of it in PDF format), you or your intermediary instruct us, or continue, to do business with us, that will amount to consent from you or your intermediary, as appropriate to the context, to work with us based exclusively on the terms of this TOBA.

2.7 From time to time it may be necessary for us to amend or supersede these terms by new terms which will be communicated to you in writing, which includes, without limitation, sending you an email with a hyperlink to access a copy of the latest TOBA in PDF format.

3 Our service to you

3.1 We will act as intermediary for you and provide insurance broking and other insurance distribution and insurance consultancy services (**Services**) to you with reasonable care and skill. In providing any insurance broking element of the Services we will:

3.1.1 obtain from you a statement of your insurance demands and needs or, if you are an intermediary, those of the client for whom we are being asked to place insurance;

3.1.2 explain to you the main features of products and the Services we are offering;

3.1.3 provide you with information about any risk quoted, before it is bound;

3.1.4 place insurance only when you instruct us to do so, and we will advise you if we are unable to complete the placement;

3.1.5 provide claims services as further described in clause 16.

3.2 We do not offer or provide advice in relation to tax, accounting, regulatory, legal or other specialist matters (including in relation to sanctions, or in relation to obligations you may have where the insurance policy you receive is subject to a law other than that of England and Wales) and you should take separate advice as you consider necessary regarding such matters.

3.3 We normally act as agent for you when providing Services. However, in some cases, we may act as agent of the insurer in various capacities which are explained further in clause 14.5. Clause 9 explains how client money will be held when we act as either agent for you or agent of the insurer.

3.4 We may propose to you to place your insurance through intermediaries who have been authorised to enter into insurance contracts on behalf of one or more insurer(s). Your insurance can only be placed in this way if your insurance requirements meet certain criteria agreed in advance between the intermediary and the insurer(s), delegating authority to the intermediary, to commit the insurer(s) to your insurance contract. In the unlikely circumstance that the intermediary acts outside the scope of the authority delegated to it by the insurer(s), we are unable to accept any liability or guarantee that your insurance contract will be upheld or claims considered by the insurer(s) and in instructing us to proceed on this basis, whether or not you say so expressly, you will be accepting this risk. Similarly to other placements, where they are available to us (which is not always the case) we check the financial strength ratings provided by specialist agencies for the insurer(s) delegating authority. We do not assess or guarantee the solvency of any of those insurer(s) (for more information on this aspect see clause 5 below).

3.5 You agree that in providing Services we may use electronic placing, electronic servicing and electronic claims handling services of third parties, and that if we do so we will be acting for you and, if you are an intermediary, for your client as agent so that in doing so you and, if you are an intermediary, your client will be bound in accordance with the arrangements we have in place from time to time to access those electronic service platforms.

4 Exclusions and limitations of liability of UIBL

4.1 The Services are provided by UIBL, acting through its employees. No employee assumes any personal responsibility to you, and accordingly no employee will owe you any personal duty of care.

4.2 It is agreed and understood that no employee will be liable to you or, if you are an intermediary, to any client of yours for whom we are providing you with Services, and you will not bring any claim, either for yourself or as agent, trustee or other fiduciary for any other person, against any employee for any loss or damage, however that arises, as a consequence of the acts or omissions of any of our employees (including negligent acts or omissions), except where that loss or damage is caused by fraud on the part of any of our employees, or which cannot otherwise be lawfully excluded. UIBL itself will be liable to you to the same extent as it would have been in the absence of this exclusion, and undertakes not to rely on any matter by way of defence if and to the extent that that matter would not have been available to it in the absence of this exclusion.

4.3 The extent to which any loss or damage will be recoverable by you from us will also be limited so that it ends up being in proportion to our contribution to the overall fault for that loss or damage, taking into account all acts, omissions and contributory negligence by you and by any other advisers to you and by any third party responsible to you or liable in respect of that loss or damage.

4.4 UIBL's aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this TOBA and the Services is limited as follows:

4.4.1 in respect of personal injury or death caused by UIBL's negligence, no limit applies;

4.4.2 in respect of any matter where liability cannot be excluded by applicable law, no limit applies;

4.4.3 in respect of any fraudulent acts (including theft or conversion) or wilful default by UIBL, no limit applies;

4.4.4 subject to clauses 4.4.1, 4.4.2 and 4.4.3 above, in respect of the following losses:

(a) loss of revenue;

(b) loss of opportunity;

(c) loss of reputation;

(d) loss of profits;

(e) loss of anticipated savings;

(f) increased costs of doing business; or

(g) all indirect and consequential losses,

UIBL will have no liability in any circumstances; and

4.4.5 in respect of claims and losses except those within any one or more of clauses 4.4.1, 4.4.2, 4.4.3 and 4.4.4 above, the total aggregate liability of UIBL is limited to GBP 5 million.

4.5 Both you and we agree that the foregoing exclusions and limitations are reasonable, based on the level of risk assumed by us in connection with the Services we provide and the fees and commission or brokerage earned by us in providing Services to you under this TOBA.

4.6 The terms of this clause 4 are directly enforceable by each of our employees.

5 Market security

5.1 Before we bind cover on your behalf with any insurer (each a **participating insurer**), where they are available to us (which is not always the case) we check the financial strength ratings provided by specialist agencies for each participating insurer and, based on these, we may seek your specific approval of some proposed participating insurer. We do not assess or guarantee the solvency of any participating insurer, and the fact that we may not ask for your specific approval to use any participating insurer does not mean, and may not be interpreted to mean, that we are in any way endorsing that participating insurer as financially sound, or that it is solvent or able to pay your claims. You must decide for yourself whether to use a particular participating insurer, based only on the express advice we give you about it and on such other criteria as you see fit.

5.2 We do not accept any, and you agree that we will not have any, liability to you for any unpaid amounts in respect of claims or return premiums due to you from a participating insurer who becomes insolvent or delays settlement for any reason.

6 Evidence of cover and policy documentation

6.1 We will promptly send you evidence of cover in the form of an insurance policy, a certificate of insurance, a copy of our placing slip, or an insurer or UIBL produced insurance document. You should examine all insurance documents very carefully to ensure that they meet your requirements. If the documents do not meet your requirements, if you feel they are incorrect, if you do not understand them, or if you are dissatisfied with the insurance company used, please advise us immediately. Otherwise, we will assume that the documentation meets your requirements. It is important that all your insurance documents are kept safe.

6.2 Unless you advise us otherwise in writing, we will treat any paper documents that you provide to us as copy documents and they may ultimately be destroyed by us in accordance with our document retention policy. Please let us know if you require any further information about our document retention policy.

6.3 Any original placing slip evidencing insurance placed by us belongs to, and remains the property of, UIBL.

6.4 In providing us with an email address, we will consider that to be consent from you to receive any insurance or other documentation that we may provide, or are required to provide, to you in an email, or in email format, and you accept the risks of using that medium of communication (including, without limitation, that emails may not reach their destination or be intercepted and, although we take precautions to minimise the risk, that they, or any attachments, might be or become infected by malware). If you would like to receive any of the documentation in paper format free of charge, please let us know.

7 Non-payment of premium

7.1 You agree to pay all premiums and other charges on or before the due date as set out in our invoice or debit note or in any evidence of cover, as applicable.

7.2 Should you, or an agent for you, fail to pay the premium or any instalment of it in full with cleared funds in the invoiced currency by the due date, the insurance contract may be cancelled by us or by insurers in accordance with any cancellation clause in the policy.

7.3 We will advise you if insurers impose a premium payment warranty or condition on you.

7.4 Where insurers specify a premium payment warranty, or make premium payment a condition, this means that they must receive the premium due by no later than the date they specify in the warranty or condition. If you fail to strictly comply, your insurance cover may end up never having come into effect, or may be ended by insurers without notice. Please remember that we need time to receive and forward payments of premium from you so you need to make allowance for that. If you do not think you will be able to comply with a premium payment warranty or condition please contact us immediately.

7.5 Where applicable, any other person with an interest in the insurance contract will be advised of any non-payment of premium and given the opportunity to pay the outstanding amount.

8 Currency

8.1 When conducting business for you we may have to convert funds to another currency in order to settle amounts due to insurers. Any shortfall arising from exchange differences remains money owed by you and will not be paid or payable by us.

8.2 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 into 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 owed by you, which will not be paid or payable by us.

8.3 If a repayment of funds is due to you or is requested by you after money has been converted by us from one currency to another, any such repayment will be made in the currency to which the funds have been converted.

9 Client money

9.1 In relation to client money held by UIBL, we will hold premiums received from you or from an agent for you (as applicable), and claims and return premium money received from insurers which are due to you, either:

9.1.1 as agent for you; or

9.1.2 as the insurers' agent, which we refer to below as **risk transfer**.

9.2 We will hold and co-mingle all premiums, claims money and return premiums in bank accounts held on express trust in accordance with the FCA's client money rules. The FCA calls that type of trust a **non-statutory trust**.

9.3 Where the money is also subject to risk transfer, we have agreed with insurers that the money will be treated by us as client money, and that the insurers' interest in that money is subordinate to the interests of our clients. Therefore, in the unlikely event of our financial failure, all client money held in our non-statutory trust bank accounts will be available to clients ahead of insurers and other creditors.

9.4 As our non-statutory trust bank accounts protect money held on either of the bases described above, we will not usually inform you on which basis we hold the money we have received from you or for you.

9.5 We are allowed to hold separately permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into our non-statutory trust bank account. If we do that we are responsible for any resultant shortfall in your money held by us.

9.6 Your money will normally be deposited in client accounts with banks which have been approved by the relevant regulatory authority. In the unlikely event that the bank is not approved, it will still be held in a designated bank account. We may transfer your money to other banks or intermediaries, including those outside the UK, where the legal and regulatory régime will be different. In the event of their financial failure that money may be treated differently.

9.7 We are permitted, in the normal course of business, to use money held on behalf of one party to pay another party's premium or claim or return premium.

9.8 It is not our policy:

9.8.1 to fund premium due from you or, if you are an intermediary, due from your client, to insurers; or

9.8.2 to fund claims due to you or, if you are an intermediary, due to your client, from insurers.

9.9 However, if we choose to fund premium for you, you acknowledge that any funded amount, whether arising as a result of a payment by us, a deduction by you from amounts payable to us, or through exchange differences, is to be refunded by you to us immediately without you waiting for us to demand repayment, and that while any funding continues the funded amount is not considered to be a gift from us. We reserve the right to charge you interest on any funded amount from the date the funding starts to the date of repayment to us, and we also reserve the right to reimburse ourselves the funded amount and any such interest out of claims payments and returned premiums received from insurers for you.

9.10 We may not use client money to pay ourselves commission before we receive the premium to which it relates. Commission and fees due to us will be deducted by us from the premium we receive.

9.11 Any interest earned on money held by us, and any investment returns on any segregated designated investments, will be kept by us for our own use rather than paid to you.

9.12 Where you do not wish money to be passed to a particular bank, intermediary or jurisdiction, you should tell us well in advance.

10 Warranties and subjectivities

10.1 It is very important that you familiarise yourself with all the terms of any insurance contract which you purchase. In particular, you must treat all warranties seriously, and comply strictly with them. A warranty is a promise by the insured to do, or refrain from doing, something, or is some other form of assurance that the insured gives to insurers for the insurance taken out. Failure to comply strictly with a warranty may entitle the insurer to decline a claim under the policy. If you are aware of any breach of a warranty in the insurance policy you should keep a record of when the breach occurred and, if the breach was remedied, when it was remedied. Where possible to remedy a breach it should always be remedied as quickly as possible. If a breach cannot be remedied, you should tell us as soon as possible. If you have any doubts or reservations, you should tell us.

10.2 A subjectivity in your insurance contract may lead to the contract being invalidated or coverage prejudiced if the subjectivity remains outstanding. A subjectivity is a provision in an insurance policy which makes all or part of the cover "subject to" conditions or other things before the insurance cover, or some part of it, takes effect. This type of requirement is also sometimes called a condition precedent. It is very important that any subjectivity, and any other condition precedent, such as a condition precedent to liability, is promptly satisfied.

11 Disclosure to insurers and prospective insurers

11.1 If your insurance policy is subject to the laws of England and Wales, Scotland or Northern Ireland, there is a duty to insurers:

11.1.1 where you are a consumer, or you are a producing broker client and you act for a consumer insured, not to make a misrepresentation; or

11.1.2 where you are, or act for, a non-consumer insured, to make a fair presentation of the risk,

11.1.3 and this is explained further in schedule 2.

11.2 For us to be able to arrange insurance to meet your requirements, you and any agent acting on your behalf must comply with the appropriate duty, depending on your profile as a consumer or non-consumer insured. Please read schedule 2 carefully. If you fail to comply with the appropriate duty it could result in the denial of your claim, or avoidance of your insurance policy – please also see paragraph 1.5 of schedule 2.

11.3 The duty of disclosure will be different if the policy is subject to a law other than that of England and Wales, Scotland or Northern Ireland. However, all material facts which are relevant to the risk we are placing for you should always be disclosed to insurers whatever law governs the insurance. You agree that we are providing you Services in reliance on the information and data you provide to us. You, and if you are an intermediary your client also, must take care when presenting information to us, and when completing claims and proposal forms and questionnaires required by insurers, to do so fully and accurately, without leaving out anything that could affect an underwriter’s assessment of the risk for which you want insurance.

11.4 If you become aware that you have left out material information, or that material information that you have supplied before your insurance policy is finalised is incorrect (including, without limitation, that it could be misinterpreted, is ambiguous, or is otherwise misleading) or has been left out, you need to tell us immediately. If you fail to comply with the applicable duty of disclosure it could result in the denial of your claim or avoidance of your insurance policy. You may wish to seek appropriate legal advice about the specific disclosure requirements of the applicable law of your insurance policy.

11.5 If you or, if you are an intermediary you or your client, provide us with information (such as audited financial statements) which has been approved by you or by your client, we will not question that information. We will also not check the accuracy of information which you or your client give us unless it is information which you ask us to check (and which it is within our professional competence to check), or if we have doubts about it and believe that, where we are competent to do so, we will add value by checking that information. We rely on you, in passing on any information, documents or other materials to us for any purpose, to do so without in any way breaching the privacy, confidentiality or intellectual property rights of any other person in the information, documents or other materials concerned, and with the right in turn for us to provide all or part of what we have been given to others (such as to underwriters) in providing our Services to you without in any way putting us in breach of any such rights. You accept that we are under no obligation to you or to any other person to go out of our way to look for inaccuracies, mistakes, omissions or other errors in any information or instructions which you or, if you are an intermediary you or your client, give to us.

11.6 We may rely on the advice of, or information from, legal counsel, accountants, or any other person believed by us in good faith to be competent to give such advice or information.

12 The UK Insurance Act 2015 – contracting out

12.1 This clause 12 only applies to insurance policies which are subject to the laws of England and Wales, Scotland or Northern Ireland.

12.2 The UK Insurance Act 2015 allows non-consumer insureds and insurers to contract out of certain provisions of that Act in a policy of insurance for a non-consumer insured. However, any “disadvantageous term” (something which puts an insured in a worse position than the default régime under the UK Insurance Act 2015) must meet certain transparency requirements.

12.3 We will not provide advice in respect of any proposed contracting out of the UK Insurance Act 2015 unless specifically instructed by you and we then agree to do so.

13 Tax

13.1 Unless there is a legal requirement for us to do so, it is not our obligation to make any declaration in respect of, or to account for, any tax on any insurance transaction. That responsibility rests with you or your intermediary, as appropriate.

13.2 We take a zero tolerance approach to tax evasion and to facilitating tax evasion. Neither you nor we will engage in any form of tax evasion or facilitating tax evasion, whether under UK law or the law of anywhere else.

14 Remuneration

14.1 We are normally remunerated by insurers awarding us commission or brokerage earned on insurances placed by us with them, or by a fee which we negotiate and agree with you. If appropriate, and provided you consent, we may receive both a fee and commission/brokerage. All our remuneration is earned in full on placement, so we are allowed to keep it (or to receive it to the extent that it has not already been paid) even if a policy placed by us is cancelled for any reason, and whether you or the insurer cancels the policy. Where we place multi-year policies we are allowed to keep all commission/brokerage and fees on placement, even if any one or more of the policies are cancelled.

14.2 If you wish us to carry out any task beyond the Services you initially require, that will be subject to an additional fee, additional brokerage, or both. That may include where we incur higher costs of claims handling for significant claims. We will not impose any fees or additional charges on you without prior notification or discussion.

14.3 In a limited number of situations it may be appropriate for us to use other parties (and from which you and/or, if you are an intermediary, your client benefit), such as wholesale brokers, excess and surplus lines brokers, underwriting managers, managing general agents, or reinsurance intermediaries in placing insurance for you. These parties may also earn and retain commissions for their role in providing products and services for you.

14.4 We may receive remuneration from premium finance companies where insurances we place are subject to premium finance arrangements. From time to time, in advising you in relation to your insurance arrangements we may introduce the services of other providers who, should you elect to use their services, may agree to pay UIBL a referral fee.

14.5 We may have contracts with various insurers under which we provide certain services, such as those under binding authorities, managing general agency and lineslip arrangements (for example, providing statements of the business accepted and issuing certificates of insurance cover). We may also provide reinsurance broking services to insurers. We may also enter into service agreements with certain insurers, for a range of consultancy services, some of which may assist the development of insurance products for our clients. Under these arrangements we may be paid by the insurers for the services we provide to them in addition to any fees or commissions we may receive for placing your insurance cover. These arrangements are detailed further in schedule 3.

14.6 You may ask us at any time to disclose the commission we receive for placing your insurance business.

15 Conflicts

15.1 This TOBA will not prevent us from acting for other clients who may compete with you and, if you are an intermediary or a broker client, competitors of your clients, or with whom you or your clients may have business dealings. You acknowledge and agree that this will prevent us from advising you of information which has come into our possession through acting for another UIBL client.

15.2 If we identify a conflict of interest for us in providing Services to you, we will notify you and, where we are able to do so, we will agree with you how to continue to provide the Services.

15.3 While a claim that you may have under an insurance contract is being submitted and considered, we may provide, and be separately remunerated for, limited services to your insurers. In performing those services we will always use reasonable endeavours to avoid a conflict of interest. Should we consider, however, that a conflict has arisen, then we will take no further action on behalf of the insurer without your written approval.

15.4 On 28th March 2017, Mitsui Sumitomo Insurance Company, Limited of Japan (MSI) acquired 11% of the issued share capital of UIB Holdings (UK) Limited (UIBH), the ultimate 100% parent company of UIBL, which also represented an indirect holding of the same amount in UIBL. MSI continues to hold that investment in UIBH, and UIBH remains the ultimate 100% holding company of UIBL. Neither UIBL nor any other member of the UIB group directly or indirectly owns any interest in any insurers (including MSI). Any and all transactions between UIBL and insurers within the MSI group will be conducted at arm's length and on normal commercial terms.

16 Claims

16.1 You must carefully read the terms and conditions in each insurance contract you have so that you understand the obligations you have to notify claims and potential claims to insurers. You must provide us with all material information concerning such claims and potential claims in order for us to assist you to comply with the insurance contract's requirements. Failure to notify a claim or potential claim properly in a timely manner, as required by the insurance contract, may give insurers the right to avoid payment or reduce payment of a claim.

16.2 We will promptly inform you of the acceptance or denial of a claim, and in the case of any denial of a claim we will pass on to you the insurer's reasons for denying it which are provided to us.

16.3 We will provide a claims broking service for you as long as you remain a client of UIBL. If you cease to be our client but request us to continue to service any claim(s) for you thereafter, we reserve the right to charge a fee to you for our claims broking services.

17 Complaints

17.1 Our complaints procedure is available on our company website: www.uib.co.uk and upon request. All complaints, irrespective of origin, should be addressed to:

Head of Risk & Compliance,
The Leadenhall Building,
122 Leadenhall Street,
London,
EC3V 4AB

17.2 In the unlikely event that we are unable to resolve your complaint to your satisfaction, if you are eligible you may be entitled to refer your complaint for an independent review by the Financial Ombudsman Service (**FOS**). The FOS is an independent service in the UK for settling disputes between customers and businesses providing financial services. You can register your complaint and find more information about the FOS, including eligibility criteria, at www.financial-ombudsman.org.uk or by calling 0800 023 4567.

17.3 If your insurance policy has been underwritten at Lloyd's or by Lloyd's Insurance Company SA (**LIC**), and if you are eligible, you may also be entitled to refer your complaint to Lloyd's/LIC for its review.

17.4 If we receive a complaint from you, please refer to our complaints procedure, which will provide you with details of how we will handle your complaint, as well as details of how to refer your complaint to the FOS, as appropriate. A copy of this procedure is also available at any time on request.

17.5 It may be the case that you are entitled to compensation through the Financial Services Compensation Scheme (**FSCS**) if we cannot meet our obligations. Further information about the FSCS is available from its website, www.fscs.org.uk.

18 Confidentiality and data protection

18.1 We will at all times treat all confidential information we hold about you as private and confidential and protect it in the same way we would protect our own confidential information. We will not disclose any confidential information we hold about you to others without your prior consent except:

18.1.1 in the normal course of negotiating, maintaining or renewing insurance policies for you;

18.1.2 to the extent we are required to do so by law or by a regulator;

18.1.3 to insurers, surveyors, loss adjustors, IT service providers, administrative support service providers, and other like persons to the extent necessary to provide our Services to you in a timely manner;

18.1.4 to loss assessors, lawyers, and other like persons to the extent necessary to enable those third parties to provide information or services you have requested;

18.1.5 to premium finance companies to the extent necessary to enable them to provide you with greater choice in making premium payments; and

18.1.6 to other UIB group companies to the extent necessary to facilitate the effective management, administration, or operation of those businesses.

18.2 We may:

18.2.1 use any information you provide to create anonymised industry or sector-wide statistics which may be shared with third parties, on the condition that, unless we have obtained your consent, information specific to you will not be revealed other than on an anonymised basis and as part of an industry or sector-wide comparison;

18.2.2 share information concerning your insurance arrangement with insurers where that is necessary to enable insurers to decide whether or not to participate in any arrangement made by UIBL under which participating insurers agree automatically to insure (wholly or partly) a portfolio of risks by delegating their authority to bind individual risks within that portfolio to the lead insurer or to UIBL;

18.2.3 share anonymised information concerning payment or settlement of your insurance claims with third parties to assist our other clients with payment, negotiation and settlement of their claims with the same or different insurers; and

18.2.4 share information with insurers about your insurance placements, which may include client names, types of policy, premium and renewal dates, to enable those insurers to provide and improve their services to you.

18.3 If you wish, we are happy to enter into a specific confidentiality agreement with you.

18.4 When acting for you we will Process Personal Data that you provide or make available to us in accordance with our privacy notice. You can find a copy UIBL's notice at: https://www.uib.co.uk/privacy-notice/.

18.5 You and we will each comply with schedule 4 (data protection).

18.6 It is our policy to send information to, and receive information from, our clients by email, only addressed to, or received from, their company email addresses, and not personal email accounts. The security of a personal email account is less than that offered by company email addresses, which increases the risk of external unauthorised access and abuse of clients' personal, sensitive or confidential information. If, however, you express to us that you want to communicate with us via a personal email address, or you have initiated contact with us using a personal email address instead of a company email address, we will communicate with you via that personal email address, on the basis that we have made you aware of the increased security risk and that you will not hold UIBL responsible or liable for any external or unauthorised access to any personal, sensitive or confidential information as a result of using a personal email address.

19 Money laundering

We are obliged by money laundering regulations to undertake customer due diligence measures on a regular basis to verify, and then reconfirm, the identity of clients and others (including ultimate beneficial ownership if someone is a corporation or other legal entity), and to seek further information from you if you request us to make any payments to a third party. We may be unable to carry out your payment instructions or to act for you, or continue to act for you, if we are unable to complete those enquiries satisfactorily. See also clause 22.

20 Sanctions

20.1 The sanctions profile of a business may differ on the basis of a number of complex factors, which may include ownership, structure, control, location, , and domicile of the risk. We are unable in any circumstances to give advice on the applicability or implications of sanctions régimes, either to you or to insurers. Nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions régimes. As a consequence, you are reminded that applicable sanctions remain a matter for you and, if you are an intermediary, for your client, and you and, if you are an intermediary, your client, should take such legal advice as is considered by you and, if you are an intermediary, by your client, to be appropriate on this topic. You should inform us of any insurance requirements you have and, if you are an intermediary, your client has, which touch on, or are linked to, sanctioned activities, territories, entities or persons.

20.2 We will comply with all sanctions régimes and legislation which affect us, and you are advised that, where obliged by applicable sanctions or other related requirements, we may have to take certain actions which include, but may not be limited to, an inability to provide Services to you (such as placing a risk for you, being unable to act for you in the performance of a policy of insurance, effecting monetary transactions in respect of risks where we have arranged cover for you, or collecting a claim for you because payment cannot be made or funds have been frozen and are thus unavailable).

20.3 We will not at any time provide any Service, or provide you, or anyone owned or controlled by you or, if you are an intermediary, by any of your clients, with any benefit or economic resource if in any such case to do so would, or could in our reasonable opinion, expose us (or any other member of the UIB group) to, or to the risk of, any penalty or restriction, including extraterritorial penalties or restrictions, arising out of any trade or economic sanctions legislation. Accordingly we may suspend the provision of Services for so long as we reasonably believe that this right applies, without any direct or indirect liability whatever to you or, if you are an intermediary, to any of your clients, or to any other person.

20.4 We cannot be held responsible for the actions of third parties (including but not limited to banks and exchange institutions) who may have their own sanctions policies, restrictions and constraints. This also includes insurers who may, as a result of sanctions, not be able to continue to provide cover to you or be able to process an insurance claim for you, and, irrespective of any sanctions exclusion clause in an applicable policy of insurance, may have to cancel or terminate the policy of insurance they have underwritten, or be unable to settle claims for you. We are not responsible for, and cannot be held liable for, any funds held up or blocked by banks, other financial institutions or governmental agencies.

21 Export controls

The applicability of export control legislation to certain transactions may differ on the basis of a number of complex factors, and our obligations may be different from those that you have, depending, among other things, on the nature of the insurance, structure of the product, and place of incorporation of the insured or geographical cover provided. The nature of the risks insured may also have a bearing on our position and the position of other parties within the market. We cannot provide you with legal advice, and where we are required to make licence applications or notifications to undertake any other activity as a matter of law, UIBL will comply with applicable law.

22 Compliance

22.1 We will pay due regard to, and you agree to co-operate with us to ensure compliance with, any legislative and regulatory requirements relating to the provision of our Services.

22.2 As a consequence, UIBL undertakes client due diligence and verification in order to satisfy ourselves, and demonstrate, that we undertake business with entities that are of good repute and are not subject to any sanctions régime. As such, we will ask you to provide us with information about you (including ultimate beneficial ownership if you are a corporation or other legal entity) and, if you are an intermediary, about your client (and, where your client is a corporation or other legal entity, about its ultimate beneficial ownership), and about the banking arrangements you have to enable us to facilitate future payments to you.

22.3 We will ask that you provide your bank details to us on company headed paper, signed by an authorised signatory. We will also be obliged to verify the accuracy of the bank details you supply to us; this verification will be carried out by telephone. If you are unable to provide us with your bank details in this way, we will ask that your bank supply the details to us on their headed paper and verified the details with us by telephone.

22.4 We will not be involved in offering, promising, or giving any financial or other advantage to any person in breach of any law against bribery. We are required to maintain anti-corruption/ bribery policies and procedures which seek to prevent corruption/bribery offences and so we may take, or omit to take, any action where reasonably necessary to comply with those policies and procedures.

23 Anti-slavery, human trafficking

We comply with our obligations under the UK Modern Slavery Act 2015 and we are committed to taking appropriate steps to address risks of modern slavery within our business and supply chains. We expect you to do the same, and if you do not we may terminate our relationship with you.

24 Ending our Services

24.1 While we wish to keep the business and goodwill of all our clients, you may at any time end the Services provided by UIBL by giving us notice in writing. Similarly, we may also at any time stop providing Services to you by giving you notice in writing. Where a notice by you or us is given under this provision, the arrangement we have with you will end on the date specified in the notice or, if none, on the date which is 30 days from the date the notice is sent (**effective date**).

24.2 From the effective date onwards we will have no further obligation to perform any of the Services, and to the extent that they are not already due and payable to us, on the effective date all sums payable by you to us will become immediately due and payable to us without the need for us to ask you to pay them, or any of them. We may consider continuing to service claims on insurance contracts we have placed for you at your request, but only if we are able to do so and can agree with you before we start that work or continue that work the remuneration you will pay us to do so.

25 Third party rights

25.1 Except for the employees' rights to enforce clause 4, this TOBA is not intended to confer, and it does not confer, a benefit or remedy on any third party, whether by virtue of the UK Contracts (Rights of Third Parties) Act 1999 or otherwise. Further, we may rescind or vary this TOBA, in accordance with its provisions, as it applies to you, whether in whole or in part, without the consent of any third party.

25.2 You agree, and if you are an intermediary you agree also on behalf of your client, that should we receive a request for information under the UK Third Party (Rights Against Insurers) Act

2010 we will be obliged to respond to that request and provide the requested information even if that information is confidential to you or, if you are an intermediary, to your client; this includes where you instruct us not to provide the requested information or you fail to respond to any communication between us in respect of the request. You also accept and acknowledge that we are not obliged to confirm that you are or, if you are an intermediary, that your client is, a relevant person (i.e. subject to insolvency proceedings, as more fully defined in the UK Third Party (Rights Against Insurers) Act 2010), or that you are or, if you are an intermediary, that your client is, liable to the third party, and that we are obliged to comply with the request regardless.

26 No joint venture

Neither this TOBA nor any actions taken by you or us under this TOBA will create, or are to be construed as creating, a partnership, association, joint venture or other co-operative arrangement or entity between you and us.

27 Language

All evidence of cover and other formal documentation provided to you, and any formal discussions with you, will be in English. Please ensure that all formal documentation and instructions that you provide to us are always in English. We cannot accept any formal communication from you in any other language.

28 Intellectual property

We own, and will keep, all title, copyright, patents and other intellectual property rights to all methodologies and documents used or created in our provision of Services to you.

29 Instructions

29.1 All the instructions you give us must be confirmed to us in writing (which can be done by email, but not by (1) SMS, (2) by any other text or multimedia messaging service, or (3) through such internet services as WhatsApp, Facebook or LinkedIn).

29.2 Unless instructed otherwise by you in writing, you agree that we are entitled to assume, and we will therefore assume, that all employees, directors and officers working for you, or who we reasonably believe to be working for you, who give us instructions are properly authorised by you to do so, and that we may act on oral instructions.

30 Waivers and assignment

A failure at any time by either of us to enforce any right or obligation will not be deemed to be a continuing waiver of that right or obligation. Except with our prior written consent you may not assign any rights or obligations you have. We may assign or novate our agreement with you, or subcontract any of the Services or any other insurance broking, insurance administration or insurance consulting services without needing prior consent from you or from any other person.

31 Governing law and jurisdiction

31.1 The agreement under this TOBA, all documents supplemental to it, and any dispute or claim arising under, out of, or in connection with the subject matter or formation (including non-contractual disputes or claims) of that agreement and of each of those supplemental documents, are all governed by, and are all to be construed in accordance with, the laws of England and Wales without giving effect to the conflicts of laws provisions of those laws, and excluding any choice of law rules which would refer the agreement under this TOBA, or any matter relating to that agreement (contractual and non-contractual), to the laws of another jurisdiction.

31.2 You and we both irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle all disputes and claims, including non-contractual disputes and claims, arising under, out of, or in connection with, our Services to you and this TOBA and all associated letters and correspondence (including any question regarding the existence, validity, termination, nullity or the interpretation of the agreement under this TOBA and all documents supplemental to it).

32 Severability

If any provision of this TOBA, or any part of it, is or becomes illegal, invalid or unenforceable in any respect, that provision will to that extent be deemed not to form part of this TOBA and the remainder of this TOBA will remain valid and enforceable.

33 Entire agreement

This TOBA, including schedules 1, 2, 3 and 4 below, constitutes the entire agreement between both you and us with regard to our engagement by you, and supersedes all proposals, earlier discussions and representations, oral or written, express and implied, between us relating to our Services.

34 Force majeure

We will not be liable to you if we are unable to provide Services as a result of any cause beyond our reasonable control. If anything of that nature affecting us occurs we will notify you as soon as reasonably practicable.

Schedule 1 – Sections applicable in special circumstances

In paragraphs 1 and 2 of this schedule 1 the words "you," "your" and "yours" do not refer to anyone except the person referred to in the headings to those paragraphs.

1 To the extent that you are an intermediary client of UIBL

1.1 When you introduce insurance business to us which you want us to place with insurance companies and Lloyd's syndicates for a client of yours, we will have no obligation to accept any proposal for new business, or the renewal of existing business, which you put to us.

1.2 Where we do agree to act, our duties are solely to you as our client, though you in turn will owe duties of care either to the ultimate policyholder or to another intermediate party. In all cases you must ensure that you have full authority to instruct us, and that when you do so you are acting as the agent of the person to be insured so that as your sub-agent we in turn will have authority to bind that person to any insurance that we place for that person on your instructions. We will only take instructions from you about work for a client of yours introduced to us by you and not from that client, since you act as agent for that client.

1.3 It is your obligation to ensure that your client is aware of all the terms of any insurance policy obtained by us on your instructions. It is also your obligation to ensure that you hold and comply with all necessary licences.

1.4 You understand and agree that we do not assume a responsibility or a duty of care to your client or, if different, to the ultimate policyholder and that you undertake to explain this to your client. We cannot act for you on any other basis.

1.5 You are, and while this TOBA continues to apply between you and us you will at all times be, authorised to be an insurance intermediary in all jurisdictions where you need to be authorised as an insurance intermediary, and that by working with us under this TOBA you are not, and will not be, in breach of any law or regulation which applies to you.

1.6 You agree that if you present a quotation from us to the client of yours for whom it was obtained you will do so only on the terms quoted to you by us (including quoting to your client the gross premium and no other), without amendment, alteration, rider or enhancement, unless the change in question is agreed between you and us in writing before it is made (so that agreement after the event is not acceptable).

1.7 We will not be bound to instruct inception of any insurance for a client of yours until a written instruction to start cover is received by us from you on behalf of that client.

1.8 You accept that you have a duty to provide us with all information that is, or may be, needed under the law where you and your client operate (and if more than one place in all of them), and the practice of the insurance market in which you are active to ensure that insurance to be placed by us for a client of yours will be compliant. If, for example (but without limitation to the generality of the foregoing), local law where your client operates requires the client's insurance contract to be in a particular language, or for particular wording to be included in the client's insurance contract, it is your duty to make sure that we are briefed to that effect in good time for it to be taken into account in writing the client's insurance contract.

1.9 If your client enters into an insurance contract subject to the laws of England and Wales, Scotland or Northern Ireland, your client will be subject to the disclosure obligations set out in schedule 2. Please read that schedule carefully.

1.10 The following provisions apply to payment of the premium due by a client of yours on an insurance placed by us for that client:

1.10.1 once the premium has been agreed with a client's insurers we will then prepare and send you a debit note addressed to you for the amount of the agreed premium, plus all applicable taxes (such as insurance premium tax and value added tax);

1.10.2 the debit note will show the last date by which you must pay us the premium;:

1.10.3 you must pay us the premium that is due to us (net of your agreed commission) without any deduction or set off and free and clear of, and without deduction of, or withholding for, any taxes beyond the minimum amount required by law to be deducted, in which case you must let us have a certificate of the amount and type of tax deducted which also confirms that the relevant tax has been paid;

1.10.4 we will provide you with a statement of account on a monthly basis;

1.10.5 you agree that, if in our opinion it is in your client's best interests, after providing you with at least 7 days' written notice of our intention to do so we may approach any client of yours directly to be paid any outstanding amount due to us or to that client's insurers.

1.11 We will remunerate you for introducing business to us by paying you commission as agreed in writing between us from time to time. Any agreement about your remuneration (whether that is how it is to be arrived at, or the amount to be paid) which is not recorded in writing will be invalid for all purposes as if that agreement had never occurred.

1.12 Except as may be expressly agreed in writing as referred to above, you have no right to, or to share in, any payment or amount due to us from, or allowed to us by deduction from any premium by, any insurer.

1.13 You will be due to be paid your commission when we place insurance for one of your clients only once we have been fully and irrevocably paid the amount due to us in respect of that business.

1.14 Commission payable by us to you when we place insurance for a client of yours will be paid to you within 60 days after the date it becomes due (as determined above) by direct bank transfer to your bank account detailed to us from time to time in writing. We reserve the right to refuse to pay any money due from us to you to a bank account which is not in your name, not with a bank in the place where you are operating from, or both.

1.15 If for any reason whatever any amount of any remuneration paid to us on placing insurance for a client of yours is returned by us:

1.15.1 to you for the client, or direct to the client, you agree that before we pay the amount which is otherwise due to that client, we may deduct the full amount of remuneration (including commission) previously paid by us to you for the insurance placement in question, and you will be responsible to the client to make up and pay to the client the difference between what would have been paid to the client without our deduction and the amount you or the client receive from us (as applicable under the arrangements in place between you and that client); and

1.15.2 you agree in all other cases immediately on demand to repay to us the full amount of remuneration (including commission) previously paid by us to you for the insurance placement in question,

in each case adding on to the amount all irrecoverable insurance premium tax, value added tax and other taxes levied or payable so that we are not left without those taxes being reimbursed to us in full.

1.16 You agree and confirm that any money paid by us or on our behalf to you which is for the account of one of your clients (including claims proceeds) will be held by you as agent for that client, so that on receipt of that money by you we will have no further fiduciary or other duty in any way whatever to you or to any other person (including the client) in relation to the money received by you.

1.17 You agree that you may not, will not, and will not seek, for any reason whatever, whether for your account or for the account any other person, to offset or deduct any money from any amount to be paid by you to us on behalf of a client of yours except as we agree expressly with you.

1.18 You agree that where you hold:

1.18.1 any part (including all) of the premium due to be paid by a client of yours to insurers via us;

1.18.2 any money representing all or part of a return premium due to be paid to a client of yours; or

1.18.3 any claim money due to be paid to a client of yours,

you will hold that money as the agent of the client concerned, and all money received by you for settlement in due course to us will be client money of yours for all purposes (including all regulatory purposes applicable to you).

1.19 Pending payment to us or to a client of yours (as the case may be), you agree that you will at all times hold all money referred to in paragraph 1.18 above in a separate bank account in such a way that should you become subject to any type of insolvency proceeding that money will not be available to any of your creditors other than the client of yours to whom the money belongs.

1.20 You have no authority from us to permit any third party or sub-agent to receive, hold, or pay any money on our behalf without our prior written consent.

1.21 If you have received all or part of a premium due to be paid by a client of yours to insurers via us as advised to you in a debit note from us, so that it is irrevocably received into our bank account by no later than the last date for that to occur, as shown in that debit note.

1.22 In relation to acts, errors and omissions by you or by someone for whom you are responsible you will maintain, and at all times keep in full force and effect, professional indemnity insurance with coverage which at the least satisfies the legal and regulatory requirements applicable to you, and with an annual policy limit of such minimum amount as we may agree with you from time to time. You also agree that on request after such a policy is renewed, replaced, extended or modified in any way you will provide us with such evidence of coverage after the change etc. as we may reasonably request.

2 To the extent that you are a P&I Club member requiring market cover

2.1 When our only involvement with you is to place a marine risk that is not covered by your P&I Club, you will be our client for that purpose only. Some information and instructions will be provided to us directly by your P&I Club, and so unless they authorise us in writing to send your evidence of the insurance directly to you, we will send it to you care of your P&I Club. It will be for you to obtain its release from your P&I Club. This will fulfil our obligations, set out elsewhere in this TOBA, to provide you with evidence of cover and policy documentation.

2.2 Although you may have limited contact with us, possibly at very short notice, you will still owe us all the duties of care set out in full in this TOBA. You should read this TOBA carefully, particularly noting your duties of disclosure, and the requirements concerning premium payment, money laundering, sanctions, export controls and client money.

3 To the extent that you select insurers

3.1 If you instruct us to place all or part of a risk with a specific insurer:

3.1.1 in addition to the conditions set out in clause 5 of this TOBA, you will be warranting that that will be a lawful placement, which means that the insurer can underwrite the risk lawfully and that the placement will comply with all applicable insurance and other regulations; and

3.1.2 we will not advise you about the performance, including the financial performance, of that insurer, and accordingly we will not be liable to you or to anyone else (including, but without limitation, your client if you are an intermediary) if, after cover is bound, the insurer fails for any reason to pay any or all parts of any valid claim under the insurance, or to pay any such claim late.

3.2 If a placement to which this paragraph 3 applies turns out not to be a lawful placement, you agree that you expressly release us from any and all liability arising out of the placement and that you will hold us harmless from and against all damage (including indirect damage such as, but without limitation, loss of revenue, loss of profit and loss of reputation), expenses and fines we may sustain or incur.

4 To the extent that US direct procurement applies

4.1 Some States in the United States of America (**US**) have what are called direct procurement laws. These allow otherwise unauthorised insurers to provide valid cover for entities or risks domiciled in the State, and may also prescribe or limit the roles of local and out-of-State brokers in the placement process.

4.2 If any placement of a US domiciled entity or risk is presented to us as directly procured, you warrant that it is a lawful placement under applicable direct procurement laws, which means that the insurer is able to underwrite the risk lawfully, and that the roles of local and out-of-State brokers in the placement process comply with all applicable insurance or other regulations.

4.3 If a placement to which this paragraph 4 applies turns out not to be a lawful placement, you agree that you expressly release us from any and all liability arising out of the placement and that you will hold us harmless from and against all damage (including indirect damage such as, but without limitation, loss of revenue, loss of profit and loss of reputation), expenses and fines we may sustain or incur.

4.4 We will process, separately from any other business we conduct for you, any element of a placement that falls within the scope of direct placement laws and negotiated directly with you.

Schedule 2 – Disclosure to the insurer – your duty not to make a misrepresentation or to make a fair presentation of the risk

This schedule 2 applies only if your insurance policy is subject to the laws of England and Wales, Scotland or Northern Ireland.

1 Producing broker client acting for a consumer insured (which is defined as a policyholder acting in a capacity not related to the insured's trade, business or profession)

1.1 Where you are getting insurance on behalf of a consumer, you (which in the rest of this paragraph 1 means both the consumer and you, as agent for that consumer) must take reasonable care not to make a misrepresentation to the insurer. You must answer the insurer's questions honestly, but you are not obliged to disclose anything not requested by the insurer. You will be deemed to have made a misrepresentation if you deliberately, recklessly or carelessly answer the insurer's questions incorrectly. This could result in the insurance contract being rendered void (so that there would be no cover and claims would not be paid), the terms of the contract being amended, or the insurer reducing any claims payment in proportion to the increased premium that would have been charged had the true position been known. The insurer may also have the right to recover insurance claim payments made.

1.2 You are expected to disclose, where requested, information within your knowledge and the knowledge of anybody responsible for arranging insurance for you. This includes any information which would have been revealed by a reasonable search of information available to you.

1.3 The duty not to make a misrepresentation to the insurer arises before the insurance contract is entered into, and later on too:

1.3.1 when there are changes or variations in cover;

1.3.2 when the contract is renewed or extended; and

1.3.3 when making a claim.

1.4 If you are aware of any changes about the insurance you have, you should inform us immediately so we can advise the insurer.

1.5 You agree that we will provide Services relying on the information and data you provide. You should take care to complete claims and proposal forms or questionnaires required by the insurer fully and accurately, and in accordance with your duty not to make a misrepresentation to the insurer. If you become aware that relevant information that you have supplied before the contract of insurance is finalised was incorrect or has been omitted, you should tell us immediately.

2 Where you are, or act on behalf of, a non-consumer insured (a consumer insured is defined as a policyholder acting in a capacity not related to the insured's trade, business or profession)

2.1 You, which in the rest of this paragraph 2 means a non-consumer insured, have a duty to make a fair presentation of the risk to insurers.

2.2 You must disclose to insurers every material circumstance, being information that would influence the judgement of a prudent insurer:

2.2.1 in determining to underwrite the risk; or

2.2.2 in establishing the premium; or

2.2.3 on what other terms it will underwrite the risk; or

2.2.4 a combination of any of the above, which could include all of the above,

that you know or ought to know or, failing that, enough information to put insurers on notice that they need to make further enquiries.

2.3 The duty outlined in 2.2 above includes disclosing any special or unusual facts, any particular concerns that led you to seek insurance cover, and anything that those concerned with the class of insurance and field of activity in question would generally understand as being something that should be dealt with in a fair presentation of risks of the type in question. If you are in any doubt whether or not information is material it should be disclosed.

2.4 You must provide the disclosure to insurers in a reasonably clear and accessible way. You should ensure that every material representation about a matter of fact is substantially correct, and that every material representation about a matter of expectation or belief is made in good faith.

2.5 You are expected to disclose material circumstances which are known, or ought to be known, by anybody who is part of your senior management or responsible for arranging your insurance. This includes any material circumstances that would have been revealed by a reasonable search of information available to you. You cannot turn a blind eye or deliberately withhold information. The information may be held within your organisation, or by third parties (including subsidiaries, affiliates, your intermediaries, and any persons who will be covered by the insurance). If you are insuring subsidiaries, affiliates or other parties, you will be expected to have included them in your enquiries, or if you have not done so to have informed insurers of this. We recommend you document all the searches that you undertake, or that are undertaken for you.

2.6 The duty of fair presentation arises before you enter into the insurance contract, and continues thereafter:

2.6.1 when there are changes or variations in cover;

2.6.2 when the insurance contract is renewed or extended; and

2.6.3 when making a claim.

If you are aware of any changes about the insurance, you should inform us immediately so we can advise insurers.

2.7 If you fail to comply with the duty of fair presentation, it could result in:

2.7.1 the insurance contract being rendered void (so that there would be no cover and your claims would not be paid); or

2.7.2 the terms of the insurance contract being amended; or

2.7.3 insurers reducing any claim payments in proportion to the increased premium that would have been charged had the true position been known,

and insurers may also have the right to recover claim payments made.

2.8 You acknowledge and agree that we will not be required to provide you or your agents and advisers (including intermediaries) or insurers with any information that we have received from anyone, including you or your agent, that is not directly in connection with the particular contract of insurance we place for you. This includes information we obtain in placing direct insurance where we place both the reinsurance and the direct insurance, or other insurances for you, and information received where we are contacted by multiple producing brokers in respect of the same risk.

2.9 You agree that we provide Services in reliance on the information and data provided to us by you, or by others for you. You should take care to complete claims and proposal forms or questionnaires required by insurers fully and accurately and in accordance with your duty to make a fair presentation of the risk. If you become aware that relevant information that you have supplied before the contract of insurance is finalised was incorrect or has been omitted, you need to tell us immediately.

Schedule 3 – Remuneration for services provided to insurers

As mentioned in clause 14.5, we may be paid by insurers for the services we provide to them, in addition to any fees or commissions we may receive for placing insurance cover for you. These arrangements may include the following:

1. We may operate a number of facilities (binders, lineslips, programmes, MGAs, panels and other arrangements) under which we undertake a number of tasks, some of which are purely for the benefit of our clients, while others are services that an insurer would be expected to perform. Our remuneration may reflect this multi-beneficiary approach with a charge that covers the cost of those activities. That charge is separate from the fee or commission that we receive for placing insurance for you.
2. We may receive additional amounts, usually at the end of an insurer's accounting period and normally arising on facilities or on a contract-by-contract basis, in recognition of profitability (commonly referred to as profit commission) or prompt payment.
3. We may develop facilities which offer underwriting capacity for specialised risks and under which we provide a range of services to participating insurers. Such a facility may include where participating insurers agree to insure (wholly or partly) a portfolio of risks automatically by delegating their authority to bind individual risks within the portfolio to the lead insurer or to UIBL. A separate fee is paid by those insurers for the delivery of these services to them.
4. We may add subscription market brokerage where we place business into subscription markets, to reflect increased infrastructure costs and the additional administrative, regulatory, accounting and support functions we perform in order to complete subscription market placements.
5. Unless agreed otherwise with you, we may earn additional remuneration from claims collecting commission on all amounts collected by us from insurers for additional claims services provided. Claims collecting commission will be earned by us as a reflection of the level of work undertaken and additional support provided in negotiating and settling a loss.

Schedule 4 – Data Protection

1 Terms in the following table are used in this schedule 4 with the meanings set opposite them in that table:

Controller-Controller SCCs	the Controller to Controller standard contractual clauses in the form set out in appendix 1 to this schedule 4;
Controller Transfers	all transfers of Shared Data outside of the UK;
Controller	has the meaning given to that term by the UK GDPR;
Data Subject	has the meaning given to that expression by the UK GDPR;
Personal Data Breach	a breach of security or other action or inaction leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Shared Data;
Processor	has the meaning given to that term by the UK GDPR;
Processing	has the meaning given to that term by the UK GDPR;
Shared Data	any Personal Data, shared or to be shared (as the context requires or permits) by you to UIBL in connection with this TOBA.

2 Where you and UIBL are both Controllers in respect of Processing of Shared Data, the following provisions apply:

2.1 when Processing Shared Data you and UIBL will do so only in connection with the performance of this TOBA including, in the case of UIBL, as set out in paragraph 5 below;

2.2 you and UIBL will comply with all applicable Data Privacy Laws, and neither you nor UIBL will by act or omission cause the other to breach applicable Data Privacy Laws;

2.3 having regard to the state of technological development, you and UIBL will each take appropriate technical, security, and organisational measures necessary or desirable in relation to Processing Shared Data, and maintain up to date records of Processing activities performed, which will include the categories of Processing activities performed, information on cross border data transfers, and a general description of security measures implemented in respect of processed data, in each case in accordance with the requirements of applicable Data Privacy Laws;

2.4 promptly as and when the need arises you and UIBL will:

2.4.1 generally co-operate in good faith and with all appropriate due diligence to resolve any issue or dispute arising in respect of the Shared Data;

2.4.2 assist the other to carry out a privacy impact assessment if required;

2.4.3 notify the other if it becomes aware (and no later than 48 hours after becoming aware) of any Personal Data Breach;

2.5 in respect of its own personnel and subcontractors you and UIBL will each:

2.5.1 employ or engage only personnel who have committed themselves to confidentiality, or are under an obligation of confidentiality; and

2.5.2 ensure that only its authorised personnel have access to the Shared Data and that no other of its personnel has access to the Shared Data;

2.6 you and UIBL each acknowledge that the other may receive notification of a request from a Data

Subject in relation to the exercise of the Data Subject's rights in respect of the Shared Data under Data Privacy Laws (a **Request**);

2.7 on receipt by you or UIBL of a Request, the party to whom the Request was made will as soon as is practicable and in any event not more than 2 business days following the Request being made, notify the other party of the Request in writing, including an appropriate copy of the Request;

2.8 on notification of a Request, you and UIBL will promptly and without delay:

2.8.1 liaise as necessary with each other;

2.8.2 agree such matters, and take such steps, as may be necessary (including without limitation the content and timing of the response to the exercise of any rights by Data Subjects)

in each case in a manner that ensures that the Request is appropriately dealt with in accordance with the relevant Controller's' obligations under the Data Privacy Laws.

2.9 Without prejudice to the foregoing or to any other rights or remedies of you or UIBL, if there is any breach of this paragraph 2, as between you and UIBL the defaulting party undertakes promptly to remedy any breach (or the circumstances giving rise to the breach) without charge and at no additional cost to the other party.

3 In relation to any breach of Data Privacy Laws or this schedule 4 arising in connection with the Processing of Shared Data:

3.1 each party will be liable for any breaches of Data Privacy Laws and this schedule 4 caused by its own act or omission, including all losses, fines, penalties, compensation payable to Data Subjects and all other remedial action necessary, as well as additional staff training resulting from its breach of this schedule 4 or a breach of Data Privacy Laws;

3.2 UIBL will hold you harmless in respect of all losses (including all fines, penalties, compensation payable to data subjects) suffered or incurred by you as a result of a breach of this schedule 4 or a breach of the Data Privacy Laws by UIBL, and UIBL agrees to pay on demand, any and all such losses incurred by, or awarded against, you to the extent arising as a result of any breach of this schedule 4 or a breach of the Data Privacy Laws by UIBL; and

3.3 you will hold UIBL harmless in respect of all losses (including all fines, penalties, compensation payable to data subjects) suffered or incurred by UIBL as a result of a breach of this schedule 4 or a breach of the Data Privacy Laws by you, and you agree to pay on demand any and all such losses incurred by or awarded against UIBL to the extent arising as a result of any breach of this schedule 4 or a breach of the Data Privacy Laws by you.

4 You agree that we and other UIB entities may hold and further Process Shared Data:

4.1 in order to provide the Services;

4.2 to facilitate the effective management, development or operation of UIBL and other UIB entities;

4.3 for legitimate lawful record keeping purposes;

4.4 to comply with applicable laws and regulatory requirements;

4.5 to create anonymised industry or sector-wide statistics;

4.6 to manage our continuing business relationship with you;

4.7 to undertake statistical analysis, business reporting, and in order to send marketing communications to you if you are an existing client, subject to compliance with Data Privacy Laws;

4.8 to recover debts and prevent fraud; and

4.9 subject to compliance with Data Privacy Laws, in any country – including in countries outside the UK which may not have comparable Data Privacy Laws.

5 You agree that you will not Process any Shared Data, or provide or make available Personal Data (including any special categories of Personal Data) to us unless you have:

5.1 ensured that you have obtained all necessary consents from the relevant Data Subjects;

5.2 provided any required privacy notices to the relevant Data Subjects (including informing Data Subjects that their Personal Data may be anonymised and used by UIBL for analysis purposes); and

5.3 ensured that you are otherwise permitted to provide or make available that Personal Data to us in accordance with Data Privacy Laws, in each case so that the Personal Data you provide or make available to us can be lawfully used, disclosed or otherwise be Processed by us in the manner, and for the purposes, anticipated by this TOBA.

6 You will also ensure that all Shared Data you provide or make available to us is relevant for the purposes set out above, and is reliable for its intended use, accurate, complete and current.

7 If we provide, or make available, any Shared Data directly to you and you are at that time located outside the UK so that, under Data Privacy Laws, we need to put in place additional safeguards due to the fact that personal data is being exported outside the UK to a place which the UK data protection authorities have not officially ruled to have data protection equivalent to that in the UK:

7.1 the main clauses and annex 1 of the Controller-Controller SCCs as set out in part 1 of appendix 1 to this schedule 4, and annex 2 of the Controller-Controller SCCs as set out in part 2 of appendix 1 to this schedule 4, are then automatically incorporated into this TOBA with immediate effect in respect of all Controller Transfers from us to you, with you being the data importer and UIBL being the data exporter, and we and you will each comply with its obligations as set out therein;

7.2 you and we agree that the information contained in annex 2 as set out in part 2 of appendix 1 to this schedule 4 is accurate and complete in respect of the Controller Transfers that will take place under this TOBA between us and you;

7.3 unless otherwise agreed in writing by us and you, this paragraph 7 will cease to apply from the date on which the Information Commissioner's office in the UK makes a relevant and applicable adequacy decision under the UK GDPR (and for so long as any such adequacy decision remains in effect and relevant and applicable), with the effect that Personal Data can be transferred from the UK to the territory where you are to receive it under this TOBA, and Processed in that territory, without any further safeguards being necessary to comply with the rules under the UK GDPR about transfers of Personal Data to third countries or international organisations outside the UK.

Appendix 1 – Controller Transfers

Part 1 – Main Clauses and Annex 1 to the Controller-Controller SCCs

In this appendix 1 references to a "clause" or an "annex" are to a clause of, or an annex to, the Controller-Controller SCCs, and plural derivatives of those terms are to be interpreted accordingly.

Standard Contractual Clauses For The Transfer of Personal Data from the UK To Third Countries (Controller to Controller Transfers)

1 Definitions

For the purposes of the clauses:–

1.1 'UK' means the United Kingdom of Great Britain and Northern Ireland;

1.2 'UK GDPR' means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the UK European Union (Withdrawal) Act 2018;

1.3 'ICO' means the data protection authority under the UK GDPR from time to time, currently known as the Information Commissioner's Office;

1.4 'personal data,' 'special categories of data/sensitive data,' 'process/processing,' 'controller,' 'processor,' 'data subject' and 'supervisory authority/authority' have the same meanings as in the UK GDPR (whereby in the UK 'the authority' means the ICO);

1.5 'the data exporter' means the controller who transfers personal data;

1.6 'the data importer' means the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

1.7 'clauses' means these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in annex 2, which forms an integral part of the clauses.

2 Obligations of the data exporter

The data exporter warrants and undertakes that:

2.1 the personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter;

2.2 it has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses;

2.3 it will provide the data importer, when so requested, with copies of relevant UK data protection laws or references to them (where relevant, and not including legal advice);

2.4 it will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time;

2.5 it will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause 4, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

3 Obligations of the data importer

The data importer warrants and undertakes that:

3.1 it will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected;

3.2 it will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obliged to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data;

3.3 it has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws;

3.4 it will process the personal data for purposes described in annex 2, and has the legal authority to give the warranties and fulfil the undertakings set out in, these clauses;

3.5 it will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will co-operate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause 2.5;

3.6 at the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause 4 (which may include insurance coverage);

3.7 upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion;

3.8 it will process the personal data, at its option, in accordance with:–

3.8.1 the data protection laws of the country in which the data exporter is established; or

3.8.2 the relevant provisions of any adequacy decision of the ICO, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data; or

3.8.3 the data processing principles set forth in annex 1.

Data importer to indicate which option it selects: 3.8.3

Initials of data importer:

3.9 it will not disclose or transfer the personal data to a third party data controller located outside the UK unless it notifies the data exporter about the transfer and:–

3.9.1 the third party data controller processes the personal data in accordance with an ICO decision finding that a third country provides adequate protection; or

3.9.2 the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by the ICO; or

3.9.3 data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients, and the fact that the countries to which data is exported may have different data protection standards; or

3.9.4 with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

4 Liability and third party rights

4.1 Each party shall be liable to the other party for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

4.2 The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses 2.4, 2.5, 3.1, 3.3, 3.4, 3.5, 3.8, 3.9, 4.1, 6, 7.4 and 8 against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept exclusive jurisdiction for this purpose in England and Wales. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

5 Law applicable to the clauses

These clauses shall be governed by the laws of England and Wales, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause 3.8, which shall apply only if so selected by the data importer under that clause.

6 Resolution of disputes with data subjects or the authority

6.1 If a dispute or claim is brought by a data subject or the authority concerning processing personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will co-operate with a view to settling them amicably in a timely fashion.

6.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

6.3 Each party agrees to abide by a decision of a competent court in England and Wales or of the authority which is final and against which no further appeal is possible.

7 Termination

7.1 If the data importer is in breach of its obligations under these clauses, the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

7.2 If:

7.2.1 the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph 7.1;

7.2.2 compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

7.2.3 the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

7.2.4 a final decision against which no further appeal is possible of a competent court in England and Wales or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

7.2.5 a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, may terminate these clauses, in which case the authority must be informed where required. In cases covered by 7.1 or 7.2 above or 7.4 below the data importer may also terminate these clauses.

7.3 Either party may terminate these clauses if any ICO positive adequacy decision (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer.

7.4 The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under paragraph 7) does not exempt them from the obligations and conditions under the clauses as regards the processing of the personal data transferred.

8 Variation of these clauses

The parties may not modify these clauses except to update any information in annex 2, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

9 Description of the transfer

The details of the transfer and of the personal data are specified in annex 2. The parties agree that annex 2 may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause 2.5. The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex 2 may instead be drafted to cover multiple transfers.

Annex 1 – Data Processing Principles

1. **Purpose limitation:** Personal data may be processed and subsequently used or further communicated only for purposes described in annex 2 or subsequently authorised by the data subject.

2. **Data quality and proportionality:** Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. **Transparency:** Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.

4. **Security and confidentiality:** Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.

5. **Rights of access, rectification, deletion and objection:** As provided under the UK GDPR, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the UK. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. **Sensitive data:** The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause 3.

7. **Data used for marketing purposes:** Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to opt out from having the data subject's data used for such purposes.

8. **Automated decisions:** For the purposes hereof an 'automated decision' is a decision by the data exporter or the data importer which produces legal effects concerning a data subject, or significantly affects a data subject, and which is based solely on automated processing of

personal data intended to evaluate certain personal aspects relating to the data subject, such as the data subject's performance at work, creditworthiness, reliability, conduct, etc. The data importer may not make any automated decisions concerning data subjects, except when either:

- the decisions are made by the data importer in entering into or performing a contract with the data subject; and
- the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making the decision or otherwise to make representations to that parties;

or where otherwise provided by the law of the data exporter.

Part 2

Annex 2 to the Controller-Controller SCCs – Controller Transfer Detail Form

Description of the Transfer

[To be completed by the parties]

1 Data subjects

The personal data transferred concern the following categories of data subjects:

1.1 the data exporter's (and where applicable the data exporter's clients') employees, officers, workers, directors, contractors, consultants and agents;

1.2 individuals who apply for, are insured under, or make claims under, insurance policies in connection with which the data importer provides services to the data exporter.

2 Purposes of the transfer(s)

The transfer is made for the following purposes:–

2.1 in order to provide services;

2.2 to facilitate the effective management, development or operation of the data exporter and other entities in the data exporter's group from time to time;

2.3 for legitimate lawful record keeping purposes and for the purpose of compliance with applicable laws and regulatory requirements;

2.4 to create anonymised industry or sector-wide statistics;

2.5 to manage the data exporter's continuing business relationship with the data importer;

2.6 to undertake statistical analysis, business reporting, and in order for the data exporter to send marketing communications to the data importer if the data importer is an existing client of the data exporter, subject to compliance with Data Privacy Laws; and

2.7 to recover debts and prevent fraud.

3 Categories of data

The personal data transferred concern the following categories of data:

3.1 contact details;

3.2 financial data;

3.3 medical/health information;

3.4 other information that the data exporter chooses to provide.

4 Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

4.1 regulators;

4.2 insurers;

4.3 surveyors;

4.4 loss adjustors;

4.5 IT service providers;

4.6 administrative support service providers;

4.7 loss assessors;

4.8 lawyers;

4.9 premium finance companies; and

4.10 third party service providers such as assistance, security and transport companies, government agencies and medical professionals.

5 Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:–

5.1 medical/health information;

5.2 data revealing racial or ethnic origin;

5.3 political opinions;

5.4 religious or philosophical beliefs;

5.5 trade union membership;

5.6 data concerning a natural person's sex life or sexual orientation;

5.7 personal data relating to criminal convictions and offences.

The data exporter's data protection registration information (where applicable):

....

Additional useful information (storage limits and other relevant information):

....

6 Contact points for data protection enquiries

Data exporter	Data importer
Head of Risk & Compliance, United Insurance Brokers Limited The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB	

United Insurance Brokers Limited
The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AB

+44 (0)20 7488 0551 | www.uib.co.uk