

Please read this document carefully. It sets out the terms on which we provide services to our clients and details your and our responsibilities. We welcome the opportunity to clarify our services, so if any point is unclear or unacceptable to you please tell us.

## 1 WHO WE ARE

Ntegrity Insurance Solutions Ltd is an independent insurance intermediary authorised and regulated by the Financial Conduct Authority ("FCA") 467019. You can check that we are included in the FCA register by visiting <https://register.fca.org.uk/s/search> or by telephoning the FCA on 0800 111 6788. We are 100% privately owned, with the majority ownership held by the Directors of the Company and we have no inward investment from Insurance Companies.

The FCA has authorised us to advise, arrange, deal in, and assist with the placing and administration of all types of General Insurance policies and Pure Protection policies. We are also authorised to undertake Credit Broking.

## 2 OUR RELATIONSHIP WITH YOU, OUR CLIENT

We operate as an independent insurance intermediary and in doing so we act for you as your agent. Unless your quotation states otherwise, we provide our services on the basis of a fair and personal analysis of available Insurers that we believe are appropriate to your unique circumstances.

We occasionally act as an agent of the Insurer e.g. issuing policy documents or collecting premiums on their behalf etc. Insurers typically pay us commission for these services (a percentage of the premium). We may agree to work with you for a fixed fee that will be separately and transparently identified in our quotation or a combination of an agreed fee and commission.

Where circumstances make it beneficial to you, we may have arrangements with other parties (e.g. Insurers or other brokers) that we use to provide our services and we will therefore act for and owe duties to other parties.

Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services. If this arises, we will inform you promptly.

If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. Where possible this will be done with your informed consent. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours subject, of course, to the obligations of confidentiality which we owe both you and other clients.

## 3 OUR SERVICE

Our services (other than for online clients) are detailed in 'WHAT WE DO FOR YOU' which will accompany these terms.

For clients purchasing a policy from one of our online sites, all online products are provided on a 'non-advised' basis. This means that, while we are able to provide you with generic information on the policies and will assist with your application, we have not advised you on your specific circumstances and are not advising you on the suitability of any products to meet your specific needs, and you will need to make your own selection after your own careful review of the policy summary and wordings available to you, as we will not provide you with any advice or specific recommendations.

## 4 TERM OF AGREEMENT AND TERMINATION

This agreement shall apply with effect from receipt of your instructions to arrange insurance and will continue until terminated by either party. Any termination of this agreement shall not affect any rights, obligations or continuing duties that existed prior to the termination.

Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party, except where you fail to cooperate with us or we have reason to believe that you have provided us with misleading information, or if you fail to provide us with accurate or timely information to enable us to carry out the services (including the claims services which we provide for you) in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

In the event that our services are terminated for any reason we reserve the right to retain any fees or commissions received, or to claim any that are still payable. We will respond to all reasonable requests to supply information to a newly appointed intermediary within 30 days of written authority being received.

### Ntegrity Insurance Solutions Limited

The Stone Barn, Hambrook Business Park, 177 Old Gloucester Road, Hambrook, Bristol BS16 1RQ

Telephone 01454 800800 Email [enquiries@ntegrity.co.uk](mailto:enquiries@ntegrity.co.uk)

Websites [www.ntegrity.co.uk](http://www.ntegrity.co.uk) | [www.freelancinginsurance.com](http://www.freelancinginsurance.com) | [www.solicitorspii.com](http://www.solicitorspii.com)

Ntegrity is a trading name of Ntegrity Insurance Solutions Limited which is authorised and regulated by the Financial Conduct Authority (FRN 467019) for general insurance business. Registered in England and Wales Company No. 6040578 at Beacon Tower, Colston Street, Bristol BS1 4XE. Ntegrity Insurance Solutions Limited is part of the Hayes Parsons Group.

# TERMS OF BUSINESS

**Please note: Professional Indemnity policies are typically non-cancellable by you once in force (often at the insistence or professional bodies or regulators). Insurers may be willing to terminate the contract in some circumstances. Please ask us for specific guidance on your arrangements.**

## 5 INSURER SECURITY

**Insurance intermediaries cannot guarantee the solvency of any Insurer or its ability to meet policyholder obligations. Whilst we take reasonable steps to protect the interests of our clients by monitoring and regularly reviewing the suitability of all Insurers that we use, we do not advise upon the solvency of any insurer, nor the suitability of any insurer in your specific circumstances beyond that given to you in writing by us. The final decision on suitability of an Insurer rests with you.** If you have any concerns about any of the Insurers that we propose to use to provide your cover, please bring this to the attention of your Ntegrity contact.

## 6 PREMIUMS

Our invoice will state the amount of the premium due for your policy and will be provided to you once cover has been confirmed with Insurers. The invoice will detail any taxes payable and any fees we may agree with you for carrying out the work you require. **Your premium is due for payment on the commencement date for your Insurance policy and we therefore ask for prompt payment to allow us to settle your account to Insurers.** If you wish to pay your premium by instalments through Insurers' own payment facility (if one exists) or using premium finance arranged by us, we will inform you clearly of any interest and charges payable. Insurers may cancel your policy from the inception date (the date upon which the policy commenced) if you fail to pay your premium by its due date.

## 7 REMUNERATION FOR OUR SERVICES

**When we arrange a policy for you, the Insurer pays us a commission, which is a percentage of the premium (before IPT). In some situations, we may offer to work for a fee agreed in advance with you, either as an alternative basis to commission or in addition to the commission, based on the work required.**

Commissions and fees earned relate to the period of the policy arranged. In the case of a fee, we will agree this with you to reflect the scope of services that we will provide. If we agree a fee basis for our remuneration, the fee element will be identified in our invoice. Additional fees may be charged to cover administration, documentation, visits or other costs, including higher than anticipated claims handling costs for exceptional or significant claims activity or major losses, but **we will always discuss any such charges to you separately before you become liable to make any such payments.**

Where we charge for our services, our invoices are due for payment within 14 days of issue. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate.

We reserve the right to charge interest on late paid invoices at the rate of 8% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.

If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

Where we consider it to be beneficial to you, we may use other insurance agents to assist us in arranging and placing your insurance e.g. to access special schemes or facilities. These insurance agents may earn and retain commission in addition to the amount we earn or the fee we have agreed with you.

**In addition to earning commission or fees, Ntegrity may also receive remuneration generated from;**

- Insurers, in recognition of administration support or other services we may provide to them where we act as their agent **(we will advise you in advance where we act in this way)**, such as issuing policy or other documentation for example.
- Relationships with other companies that are not linked to any specific client such as:-
  - a. Premium finance companies,
  - b. The arrangement of reinsurance,
  - c. The management of cash balances.

**We do not accept additional commissions from Insurers based on the volume of business we place with them or on the profitability of our account with them.**

**All remuneration is earned on the basis that it does not in any way interfere, detract from or cause conflicts with us acting in your best interests, which remains our priority. Details of our remuneration arising from your insurances are available on request from your Ntegrity contact.**

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In the event of you or Insurers cancelling any policies before its natural expiry date, we reserve the right to retain the commission paid or agreed fee in full to reflect the extent of the services we have and will continue to deliver. On cancellation, any return premiums available from Insurers will be finalised and passed to you within a reasonable timescale and such refunds will consist of the net premium including any applicable taxes only where we exercise our right to retain the commission paid or agreed fee.

### 8 COMPLAINTS

**Fair treatment of our clients is paramount to us.** We operate procedures to ensure that all complaints will be thoroughly investigated, dealt with promptly and fairly and resolved. **If you wish to make a complaint, please contact your regular Ntegrity contact, or our Managing Director at our address below.**

If we are unable to resolve your complaint immediately, we will acknowledge its receipt promptly, providing you with a copy of our complaints procedure and arrange for an independent Director to investigate the matter and respond to you. **If your complaint is not resolved to your satisfaction, or if you are unhappy with the way in which we have handled it, you may be eligible to refer the matter to The Financial Ombudsman Service.** Details of The Financial Ombudsman Service can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). If you are eligible, we will provide you with details of how to refer your complaint to The Financial Ombudsman Service when we send you our final written response or at 8 weeks after receipt of your complaint (whichever occurs first).

### 9 FINANCIAL SERVICES COMPENSATION SCHEME "FSCS"

**We are covered by the FSCS.** You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type and scale of the business and the circumstances of the claim. 90% of a claim is covered without any upper limit although compulsory insurances such as Motor or Employers Liability and Professional Indemnity are protected in full. Further information about the scheme is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

### 10 CLIENT MONEY

In most instances, it will be necessary for us to hold money on account during the course of arranging and administering your insurance. This will be treated as client money in accordance with the FCA client money rules.

#### 10.1 STATUTORY TRUST ACCOUNT

We protect client money by holding it in a Statutory Trust account. This account is segregated from our own money and there are strict regulatory controls for us to maintain solvency of the Statutory Trust account and to conduct a regular reconciliation of the account. **Under the rules, money held in the Statutory Trust account cannot be used for payment of premium or claims for another client before their monies are received. We are not entitled to use client money to take payment of fees or brokerage before we receive the relevant premium from a client.** Importantly, client money will be ring fenced in the Statutory Trust account so that it will be returned to clients in the event of the insolvency of Ntegrity and cannot be used to reimburse other creditors.

#### 10.2 RISK TRANSFER

Under FCA client money rules, the majority of Insurers we deal with now require that we act as their agent in handling payment of all premiums, return premiums and claims. This is called 'Risk Transfer', where Insurers assume the credit risk. Payment by you of your premium to us, will be deemed payment to Insurers and claims and return premium paid by Insurers through us will not be deemed paid until received by you. **Where your Insurer does not provide 'Risk Transfer', meaning that the credit risk remains with us on your behalf, we will advise you in your quotation.**

#### 10.3 USE OF THIRD PARTIES

We will inform you if we intend to arrange an insurance contract on your behalf or transfer your money to Insurers using another person, such as another insurance broker.

#### 10.4 BANK ACCOUNTS

We will deposit client money that we receive into a bank account with HSBC Bank plc. We will advise you if it becomes necessary to hold client money in another UK approved bank.

#### 10.5 DESIGNATED INVESTMENTS

As we will **pay client money into a Statutory Trust bank account, we will not invest client money in separate designated investments as permitted under FCA rules.**

#### 10.6 INTEREST ON CLIENT MONEY

Interest earned on client money balances held by us will be retained by us rather than paid to you.

# TERMS OF BUSINESS

## 10.7 FUNDING

We are unable to fund premium payments to Insurers on your behalf or payments from Insurers whether in respect of premiums, return premiums, claims or otherwise.

## 10.8 TAX

We may administer the payment of applicable taxes whether due from you or Insurers to the appropriate tax authorities. In doing so, we undertake this role as an insurance broker and cannot advise you on the validity of any tax payment and do not accept liability for the consequences of such payments. We exercise reasonable care in relation to such payments, but we do not accept responsibility for administration without specific instructions from yourselves or Insurers. If you have specific instructions relating to the payment or administration of any applicable taxes, we ask that you confirm those instructions in writing.

## 11 MONEY LAUNDERING

We may ask for evidence of your identity at the start of our business relationship. We take reasonable steps to safeguard Ntegrity and our clients against the risk of financial crime. We are required to comply with money laundering regulations and in order for us to comply with these requirements, we may need to request that you supply us with additional information relating to any insurance transactions that you ask us to undertake on your behalf.

## 12 CONFIDENTIALITY AND DATA PROTECTION

**In submitting your application form to us to obtain a quotation, you accept our legitimate interest in using the information you have supplied.**

**We will hold this information for as long as necessary in providing you with insurance services (remembering that professional indemnity and other liability claims can take years to settle) and in meeting our regulatory and insurance market obligations.**

When we process your personal information for our legitimate interests, we make sure to consider and balance any potential impact on you (both positive and negative), and your rights under data protection laws. Our legitimate business interests do not automatically over-ride your interests – we will not use your Personal Data for activities where our interests are over-ridden by the impact on you (unless we have your consent or are otherwise required or permitted by law).

WHY WE NEED YOUR INFORMATION – to allow us to:		
• Identify your insurance needs.	• Obtain insurance quotations.	• Arrange insurances.
• Provide insurance guidance.	• Support you in handling claims.	• Provide risk management help.
• Inform you about new products.	• Discharge our legal obligations.	• Discharge regulatory obligations.
WHO WILL WE SHARE YOUR INFORMATION WITH?		
• Insurers and their reinsurers.	• Insurers legal advisers.	• Loss adjusters or agents.
• Agents we engage.	• Service providers we engage.	• IT system providers we use.
• Our Auditors.	• Our regulatory authorities.	• Legal authorities.

**Please note that some of the parties with whom we share your data may be outside the UK.**

**Information supplied is protected and retained according to statutory guidelines and best practice.**

### MANAGING YOUR INFORMATION:

**You can apply for a copy of the information we hold on you and to have inaccuracies corrected.**

**Please write to:**

**Gary Horswell - Managing Director,**

**Ntegrity Insurance Solutions Limited,**

The Stone Barn, Hambrook Business Park, 177 Old Gloucester Road, Hambrook, Bristol, BS16 1RQ

**Or email: [gary.horswell@ntegrity.co.uk](mailto:gary.horswell@ntegrity.co.uk).**

**If you have any concerns over the way in which your data has been handled, which you cannot resolve with us directly, you can make a complaint via the Information Commissioner's Office website: <https://ico.org.uk/concerns/>**

## 13 MEDIATION

Any dispute or difference between us that cannot be settled to the satisfaction of both parties, arising out of or in connection with this agreement or the services provided by Ntegrity Insurance Solutions Ltd, can at the option of either party be referred to mediation, mediation not to be refused unreasonably by the other party. The mediator or mediators shall be selected by the agreement of both parties. Failing such agreement, within 15 days of either party requesting the appointment of a mediator, the mediator shall be appointed by a recognised mediation service provider. Costs of the mediation process shall be shared equally.

# TERMS OF BUSINESS

## 14 LIMITATION OF LIABILITY

### 14.1 Limitation of liability for online clients only

For clients purchasing a policy from one of our online sites, (online clients) we have not advised you on your specific circumstances and needs and have not advised you on the suitability of any products to meet your specific needs. For such clients only, we have considered the nature and circumstances of our engagement with you, the availability to us of insurance cover and it is a term of the engagement between ourselves and such online clients that the extent of **our liability to you (as an online client) whether in contract or in tort, or otherwise for losses in any way connected with the services provided under this engagement shall be limited to £2,000,000**. We consider that such sum represents a fair maximum limit to our liability to you. **IF YOU DO NOT AGREE PLEASE LET US KNOW BEFORE PROCEEDING FURTHER.**

### 14.2 Limitation of Liability

We have considered the extent of our liability to you, whether in contract or in tort or otherwise (and of this firm or its employees and agents) for losses in any way connected with any of the services provided under this engagement (the professional services). Having considered both your circumstances and our own, **we consider that £5,000,000 represents a fair maximum limit to our liability to you.**

In proposing this figure to you, we have taken into account the nature of the engagement, the availability to us of insurance cover and other options available to you.

This sum shall be the maximum aggregate liability of this firm, company or LLP, its principals, partners, directors or members, agents, consultants and employees to all persons who we have identified as clients in the covering letter.

**By signing the Quotation Acceptance, you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances.**

**IF YOU DO NOT WISH TO ACCEPT IT, YOU SHOULD CONTACT US TO DISCUSS IT BEFORE SIGNING THE QUOTATION ACCEPTANCE.**

### 14.3 Limitation of Liability- All clients

**Exclusion of liability relating to non-disclosure or misrepresentation etc.**

We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or misrepresented to us. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers.

**Exclusion of liability in relation to circumstances beyond our control**

We will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control.

**You agree (on behalf of all parties identified as clients in the covering letter) that any claims will be brought in contract or in tort or otherwise for losses in any way connected with any of the services provided by Ntegrity against Ntegrity only and not any of our principals, partners, directors, members, agents, consultants or employees on a personal basis.**

## 15 GOVERNING LAW AND JURISDICTION

The relationship between us as your broker and you as our client is governed in accordance with the laws of England and Wales. Any disputes which cannot be resolved by our complaints procedure will be subject to the exclusive jurisdiction of the courts of England and Wales.

## 16 YOUR ACCEPTANCE OF THESE TERMS

**Your instructions requesting us to arrange insurance will be treated as acceptance of these Terms of Business.**