

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 www.fca.org.uk/register 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 the Insurers available in the market 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. Any conflicts of interest arising from such arrangements are managed so that we continue to act in your best interests.

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 provide you with generic information on the policies and will assist with your application, we are not advising you on the suitability of the product to meet your specific needs, and you will need to make your own selection after careful review of the policy summary and wording available to you, as we will not provide you with any advice or specific recommendation.

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.

You or we may terminate this agreement for the provision of our services by giving notice in writing. 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.

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. We take reasonable steps to protect the interests of our clients by monitoring and regularly reviewing the suitability of all Insurers that we use. **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.

Ntegrity Insurance Solutions Limited

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

Telephone 01454 800800 Fax 01454 650808 Email enquiries@ntegrity.co.uk

Websites www.ntegrity.co.uk | www.freelancinginsurance.com | www.solicitorspii.com

Ntegrity Insurance Solutions is registered in England and Wales | Authorised and regulated by the Financial Conduct Authority number 467019

Company registration number: 6040578 | Registered office: The Stone Barn, Hambrook Business Park, 177 Old Gloucester Road, Hambrook, Bristol BS16 1RQ

Ntegrity TERMS OF BUSINESS

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 applies). 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 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.

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. If you are eligible, we will provide you with details of how to refer to The Financial Ombudsman Service when we send you your final written response or at 8 weeks after receipt of your complaint (whichever occurs first).

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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

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.

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. 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.

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Ntegrity TERMS OF BUSINESS

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. 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.

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, shall first be referred to mediation. 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 the chosen mediation service provider. Costs of the mediation process shall be shared equally.

14 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.

15 YOUR ACCEPTANCE OF THESE TERMS

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

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WHAT WE DO FOR YOU (AND SOME THINGS WE DON'T)

SOME THINGS YOU NEED TO KNOW

INTEGRITY IS AN INDEPENDENT BROKER WITH ACCESS TO A WIDE RANGE OF SPECIALIST INSURERS

1. **We will not approach all Insurers as our knowledge of their risk appetite makes this unnecessary. We will not approach any Insurer that we consider to be unsuitable for your needs.** Sending your application to a long list of Insurers can be detrimental, and can reduce your chances of securing the most competitive terms.
2. **In selecting suitable Insurers for your needs, variations in commission levels available do not influence our recommendations.**
3. **We specialise in insurances for professionals and for certain risks there may only be a limited range of Insurers or even one with appetite for the business.** Our market knowledge keeps us aware of Insurers continually evolving risk appetite and, **where limited choices exist, we regard this as being based on a fair and personal analysis of the market.**

'CLAIMS MADE' BASIS OF COVER

Professional indemnity (and other types of professional insurance such as Directors & Officers Liability) is insured on a 'claims made' basis. **This means that** the policy will deal with any claim against you that you become aware of during the period of insurance, no matter when the work giving rise to the claim was performed. If you allow your insurance to lapse and become aware of a claim after cover has expired, you would be uninsured. This makes it important to maintain continuous protection against liabilities that might arise from your past after you have discontinued the work.

BENEFITS OF CONTINUITY WITH INSURERS

We work with Insurers that offer longer term relationships as remaining with the same Insurer over time generates greater goodwill, even if the premium cost is sometimes more than other options. Policyholders with a regular flow of potential claim notifications or with a difficult claims history may particularly find this to be helpful. The Professional Indemnity insurance market over the last decade has seen numerous occasions where premium cost alone has been dangerously misleading as a guide to policyholders in selecting Insurers, with some disastrous consequences.

MAKING A FAIR PRESENTATION OF THE RISK TO INSURERS - YOUR DUTY OF DISCLOSURE

It is important that you understand your responsibility to provide Insurers with a 'Fair Presentation' of your risk as the basis for your insurance policy contract. A 'fair presentation' discloses in a reasonably clear and accessible manner, every material circumstance which is known or ought to be known by your senior management, including those responsible for arranging the insurance, following a reasonable search.

A material circumstance is that which might influence Insurers' judgement in determining whether to accept your risk or not, the scope of cover, and the premium to charge. Completing a proposal form may not, in itself, provide a fair presentation of your risk, and any additional material information will need to be disclosed to Insurers. **Your senior management should all be consulted in compiling your fair presentation of the risk.** (Senior management includes anyone who plays a significant role in the making of decisions on behalf of your business, regardless of whether they hold a formal management post). Retaining a copy of your completed application signed by each member of senior management on your file may demonstrate that the combined knowledge of all members of senior management has been utilised, before submitting the copy signed by your authorised signatory to Insurers.

You should undertake a reasonable search for relevant information before making your presentation to insurers. What is reasonable will depend upon the nature of the risk and the type of policy you are obtaining. Before completing your presentation, you should think about the type of information that might be relevant to Insurers' consideration of the risk and consider where or with whom that information is held.

Please remember that the obligation to provide a fair presentation is the policyholder's responsibility and whilst we provide guidance on this, we cannot accept any responsibility for the adequacy of your risk presentations to Insurers or the consequences of a presentation that does not meet the standards required of a fair presentation.

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WHAT WE DO FOR YOU (AND SOME THINGS WE DON'T)

Deliberately or recklessly failing to provide a fair presentation of the risk, entitles Insurers to avoid the policy from inception (the starting date for cover) and retain the premium. If that happens, you will have to repay any claim payments already made by Insurers under the policy.

Where non-disclosure or misrepresentation is innocent:

- 1) **If insurers would not have entered the contract** had they been aware of all the facts, they are entitled to avoid cover under the policy from inception, but must return the premium in full. Again, you will have to return any payments already made under the policy.
- 2) **If the insurer would have entered the contract but on different terms (other than in relation to premium)** they are entitled to treat the policy as though those terms had always been in place, for example by increasing excesses or applying appropriate conditions or exclusions. The application of these additional terms could result in a particular claim not being paid, or the amount of any payment being reduced.
- 3) **Where the insurer would have charged a higher premium for the insurance**, they can reduce claim payments in the same proportion as the premium paid bears to the premium you would have paid if the risk had been fairly presented. For example, if the premium would have doubled, any claims payment would be halved. If insurers would also have applied additional terms, this reduction in a claims payment can apply in addition to the remedy at 2, above.

If Insurers avoid cover, you will no longer have a valid insurance policy and will be left exposed to any claims that may arise in the future. The avoidance of a policy will also be a material fact that will need to be disclosed to other future Insurers and this may result in difficulty in obtaining alternative Insurance. If you are in any doubt about whether information or a change in circumstances may be considered to be a material fact, we recommend full disclosure.

Your duty to provide a fair presentation of your risk also applies to any alteration, extension or renewal of your Insurance contract and any such matters should be brought to our attention before renewing or amending your policy. Further information on your disclosure obligations and other important features affecting your insurance can be found at www.ntegrity.co.uk/important-renewal-reminders/

CLAIMS

Insurance policies typically require prompt notification of claims or claims "circumstances" (any matter which may, depending on the terms of the individual policy, give rise to a claim under the policy) as a condition of cover. Some may specify a time period or format for notification. Failure to notify a potential claim or circumstance promptly may lead to cover for the matter being withdrawn by Insurers.

For customers with global operations or branch networks, we recommend that you ask your staff to channel claims information through a single internal contact to ensure consistent communications with you.

When presenting your quotation, we will confirm your Ntegrity claims contact to enable you to contact us immediately if have a claim or issue you would like to discuss. We will not accept liability for any unpaid amounts due from Insurers.

In the event that our services are terminated by you, claims files should either be transferred to your new broker or alternatively, if you wish us to handle the run-off claims on your behalf and we agree to do so, we reserve the right to charge a reasonable fee for these services.

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YOUR INSURANCE NEEDS – OUR INITIAL ASSESSMENT WILL:

1. **Discuss your needs, outlining the solutions and any options available.**
2. **Send you appropriate application forms** (our forms can usually be recycled annually).
3. **Explain your duty to provide Insurers with a 'fair presentation of the risk'** and what steps you need to take to comply with that duty. We will also explain the consequences of inaccurate or misleading disclosure, helping you to present your firm effectively to secure the best possible terms for your cover.

OBTAINING QUOTATIONS AND REPORTING TO YOU:

- We will review your application prior to presentation to Insurers and will obtain appropriate clarification from you.
- Once your final application is ready for presentation we will approach the Insurers we select matching your risk features with underwriters' risk appetite using our market knowledge and experience.
- Analyse quotations from Insurers, comparing cover, terms and pricing.
- Report terms to you in writing, highlighting key features and options including premium finance.
- Confirm in our quotation report if our services have been provided to you on a basis other than a fair analysis of the market.
- Provide you with sufficient product documents, or other information available, enabling you to consider the policy features in detail to make an informed decision before you decide to proceed. Pre-contract documentation will include details of the type of cover being proposed, its significant features and benefits and any significant exclusions or limitations.

ARRANGING COVER:

- Confirm your instructions for the quotation you select to Insurers, arranging cover swiftly including finalising any quotation conditions (or 'subjectivities') that need to be met.
- Confirm your payment preference and set up any premium finance selected.

AFTER COVER IS ARRANGED:

- Confirm cover to you in writing.
- Send you any cover notes and statutory certificates you need.
- Forward invoices, collect your premium and pay Insurers.
- Arrange accurate policy documentation to be sent to you promptly.

RENEWAL PLANNING:

- Send your renewal application to you for review in good time prior to renewal.
- Review your risk as presented in your completed application .
- Verify your claims details with Insurers to ensure accurate presentations are made.
- Consider potential insurers and cover options.
- If for any reason your insurers won't renew your policy we will advise you of the options available.
- Review premium payment terms and premium finance options.

We may not approach multiple Insurers for renewal quotations if your circumstances make it prudent to maintain continuity, for example where there are ongoing claims or issues that might involve more than a single policy year.

ONGOING GENERAL ADVICE/ ADMINISTRATION: **We charge no additional administration fees for this work.**

- Make any mid-term changes you need swiftly and deal with any declarations.
- Advise you on policy coverage issues arising from changes in your business.
- Liaise with you and your Insurer on insurance clauses contained in contracts where you need guidance.
- Provide information on relevant insurance and risk issues.
- If you mislay your policy at any time, we will issue a replacement document free of charge.

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CLAIMS SERVICES:

In the event of a claim, your dedicated claims specialist will:

- Administer your claims promptly and fairly.
- Advise you on initial claims notification and report the matter to Insurers on your behalf. For major losses, this includes a 24 hour helpline for initial advice.
- Provide day-to-day and technical insurance support and guidance for all claims including contentious, complex matters and mitigation of the loss and will assist you in seeking a fair settlement promptly.
- Keep you informed of the progress of any claim/notification and will contact you as a priority where Insurer's indicate their intention to decline to cover a claim, delays in settlement or Insurer insolvency.
- Set up any tailored reporting procedures required with your Insurers.
- At your choice, provide you with access to our online claims management system, Ethos, enabling you to use the most efficient claims processes and access real time information on your claim.
- Monitor your overall claims service provided by Insurers.

We can take over any ongoing claims you have notified prior to becoming our client. We may need to agree a fee with you for undertaking this work, but it will allow you to have a complete picture of your claims within Ethos.

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