



Specialist Insurance Brokers

Terms of Business

Accepting Our Terms of Business

By asking us to quote for arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the section headed 'Confidentiality and Data Protection', specifically the paragraph explaining how 'Sensitive Personal Data' will be used and the sub-section titled 'Credit Checks'.

For your own benefit and protection you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the address below.

Regulatory Status

"We/us/our" means Cox Mahon Limited, a company incorporated in England and Wales (registered number 3270697) with its registered office at 40 St James's Place, London, SW1A 1NS.

Cox Mahon Limited is authorised and regulated by the Financial Conduct Authority ("FCA"). Our Financial Services Register number is 310787.

Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register, or by contacting the FCA on 0800 111 6768.

Cox Mahon Limited is completely independent and has no direct or indirect holding in any other insurance undertakings and no insurance undertakings hold a direct or indirect interest in Cox Mahon Limited.

Our Service

We offer a wide range of insurance products based on our experience as insurance professionals to both businesses and individuals. Our role is to advise you and make a suitable recommendation after we have assessed your needs. We will then at your request arrange insurance cover to meet your requirements,

help you with any ongoing changes you need to make and provide assistance with claims.

In providing our service, we may act as an agent of the Insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf.

We select personal and commercial insurances from a range of insurers but for certain products we only select products from a limited number of insurers or only offer products from a single insurer. We will give you further information about this before we finalise your insurance arrangements; where we select products from a limited number of insurers you may ask us for a list of insurers we deal with for these products. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised. We will not in any circumstances guarantee the solvency of any insurer.

We may be able to offer finance for insurance instalments through the insurer and/or Premium Credit Limited. We will give you further information about this before we finalise your instalment arrangements.

The capacity in which we act for Commercial Customers:

If you are a Commercial Customer, in providing our service we may sometimes act as an agent of the insurer. Insurers may from time to time grant us a binding authority or similar facility under which we will accept business on the insurers' behalf. We may place your insurance business under such a binding authority. These arrangements assist in the prompt and efficient placement of risks and facilitate the service of your business and would be used where they match your insurance requirements or instructions.

We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf.

Tel: 020 71836 4472 | Fax: 020 7183 9500 | Enq: enquiries@coxmahon.com | Web: coxmahon.com
40 St James's Place | London | SW1A 1NS

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Confidentiality and Data Protection

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances and, where applicable, arranging premium finance it will be necessary for us to pass such information to insurers and other relevant product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as 'Sensitive Personal Data'. By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you may be charged a fee. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please advise us.

Credit Checks

We, and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

Your Responsibilities

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

If you are a commercial customer, under the Insurance Act 2015 you are responsible for providing complete and accurate information which insurers

require in connection with any proposal for insurance cover. You have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information.

This should include information which you and, where applicable, your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

A material circumstance is defined as:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions, and then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when questioned regarding the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

Our Liability to You

Our aggregate liability for negligence, breach of contract, breach of statutory duty or other claim arising out of the services we provide to you shall be limited to £5,000,000 other than in respect of personal injury or death caused by our negligence where no limit shall apply furthermore we shall not be liable for loss of profit or loss of revenue or loss of opportunity or loss of reputation or loss of

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anticipated savings or any other form of consequential or indirect loss.

Claims handling arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

Complaints and Compensation

We always aim to provide a first class service, although sometimes we recognise that there may be circumstances where our service may fall short of your expectations. Should this be the case, Cox Mahon will handle complaints fairly, effectively and efficiently. If you have cause to complain you should advise your usual contact who will instigate our formal complaints procedure. Alternatively please write to The Complaints Manager at Cox Mahon Limited, 40 St James's Place, London, SW1A 1NS or tel. +44 (0)20 7183 4472

In the event of a complaint, you will automatically be provided with a copy of our complaints handling procedures, although copies are available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). They can be contacted at:

- Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR;
- Tel. +44 (0)800 023 4567;
- Website <http://www.financial-ombudsman.org.uk/>

Access to the FOS is available for complainants falling into one of the following categories at the time we receive the complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding £2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

If your complaint relates to a contract of insurance please follow the Insurers own complaints procedure as shown in the policy booklet.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. You may be entitled to

compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit (except where there has been a failure of an insurer or intermediary, in which case insurance advising and arranging is covered for 100% of the claim without any upper limit for 'pure protection' contracts, professional indemnity insurance and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity);
- For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (free phone), 020 7741 4100 or www.fscs.org.uk

Remuneration

In consideration of us providing services to you we will be entitled to a fee and/or brokerage. Brokerage is a percentage of the premium paid by you and given to us by the insurer with whom the insurance contract is placed. In addition we may be paid a commission for arranging premium finance. You have the right to request details of such remuneration. We will tell you about fees relating to any particular insurance contract in a separate quotation.

Subject to any regulatory requirements placed on us, brokerage and fees are earned at the time of the placement of the relevant insurance contract and we will be entitled to retain all fees and brokerage in respect of the full insurance contract period in relation to insurance contracts placed by us (even if you cancel the insurance contract and/or terminate our appointment).

We may use the services of other brokers to assist us in arranging cover on your behalf where we believe this is to your benefit. Unless a fee arrangement has been agreed, these brokers will usually be paid by brokerage which will be included in the premiums charged. We also draw your attention to the sections headed 'Cancellation of Insurances' and 'Ending your relationship with us' below.

Payment Terms

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium before your insurance arrangements are concluded.

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Full payment of premium and fees is due before cover commences, or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you.

We accept payment by Cheque, Bank Transfer, Credit Card (not Amex), Debit Card, BACS, and CHAPS. The 0.30% charge levied by credit card companies will be passed on to the customer. You may be able to spread your payments through insurers' instalment schemes or a credit scheme which we could arrange on your behalf through a finance provider.

Client Money

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients.

In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust account set up in accordance with FCA rules. Interest earned on monies held in such a Statutory Trust account will be retained by us.

Conflicts of Interest

These terms of business will not prevent us from acting for other clients who may be your competitors or with whom you may have business dealings. You acknowledge and agree that this may prevent us from advising you of information which has come into our possession by virtue of our acting for another client. In the event that we identify a conflict of interest in our providing any of the services to you we will immediately notify you and seek to agree how to continue to provide those services.

Governing Law and Jurisdiction

These terms of business shall be governed by and construed in accordance with English Law and any dispute arising out of or in connection with it shall be submitted to the exclusive jurisdiction of the English courts.

Cancellation of Insurances

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned.

You may have the right to cancel a policy - please refer to your policy documentation regarding your cancellation rights and what you may have to pay.

In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith, giving notice of the cancellation. In the event of cancellation, insurers may return a pro rata premium to us but you are advised to check your

insurance policy for full details of your insurers' cancellation clause.

Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include deliberate failure to comply with these Terms of Business or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

We will consider continuing to handle claims on insurance contracts we have placed for you at your request but only if we are able to do so and can agree an appropriate remuneration.