

Legalrisks

5 – 7 Prospect Road
Hythe
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www.legalrisks.co.uk

Legalrisks Professional Indemnity Limited (Legalrisks) is an Appointed Representative of Blue Shield Insurance Services Limited independent insurance brokers authorised and Regulated by the Financial Conduct Authority under # 303304 to undertake insurance mediation business and effect insurance contracts.

Legalrisks uses dedicated insurance facilities and the general insurance market to source insurance products.

Legalrisks is remunerated by receiving commissions from underwriters and in some instance by applying placement fees, which will be clearly stated.

Legalrisks does not undertake work on an execution only basis.

We have already provided you with

- Who We are
- What is Pi
- What information to Give in your Questionnaire
- The Demands and Needs Statement
- Treating Customers Fairly
- Data Protection & Privacy Policy

In this document you will find

- Our Terms of Business
- And Complaints & Compensation Procedure

If you have lost these documents or require further details regarding these please contact us on info@legalrisks.co.uk

Direct Clients Terms of Business for Legalrisks Professional Indemnity Limited

Legalrisks is a trading style of Legalrisks Professional Indemnity Limited (LPIL) (Company Registration # 5717891)	Legalrisks Professional Indemnity Limited is an Appointed Representative of Blue Shield Insurance Services Ltd Authorised and Regulated by the Financial Conduct Authority.  FCA register # 303304 See http://www.fsa.gov.uk/register For evidence of registration	LPIL is registered under the Data Protection Act 2018 Registration , Insurance Commissioners Office # Z128013X General Data Protection Regulations 2018	Telephone: 01304 898 428 Fax: 0870 974 0878 Email@ info@legalrisks.co.uk web www.legalrisks.co.uk
Registered Address :	Camburgh House, 27 New Dover Road, Canterbury, Kent. CT1 3DN	Correspondence Address:	5 – 7 Prospect Road, Hythe, Kent. CT21 5 NS

For your own benefit and protection, please read this document carefully. It sets out the terms on which we agree to act for you and contains information that enables us to discharge our regulatory and statutory responsibilities. It also contains details of certain responsibilities that you have to us and to your insurers. If there is anything you do not understand or there is anything with which you disagree, you should contact your us immediately.

This Agreement shall not override the terms of any underlying contract for or of Insurance Business and does not affect your legal rights

Our Duty to you the Client

- 1.1 endeavour to source the most advantageous and appropriate insurance for you, for new insurance business, renewal of existing insurance business or continuation of or amendment to cover in respect of any existing insurance business and will clearly identify the ultimate Insurer. **If you have any concerns or questions about the Insurers we are using please contact us immediately.**

We use the products of a range of insurers. The selection of Insurers that we use is based on our experience and knowledge of the insurance market. We will seek terms from a number of Insurers and advise the Client on the Insurer which we think best suits the Client's purposes. We assess the suitability of the Insurer based on the information provided to us by you in the Client's questionnaire and accompanying documentation.

- 1.2 undertake to only use Insurers authorised by the FCA and ensure the status of those Insurers by frequently checking their efficacy with the Governing Bodies. Though we cannot guarantee the solvency of Insurers we will undertake continuous reviews of the insurance providers so as to ensure their suitability.
- 1.3 quotations will set out the type of cover and explain all significant features and benefits as well as any significant or unusual exclusions or limitations to the policy. Examples of policy wordings and clauses are available on request.
- 1.4 will issue documents to you promptly, and offer explanation thereof when requested, and will assist you with technical and other relative data
- 1.5 will NOT work an execution only basis under the Clients direction.
- 1.6 will maintain records and retain documents for the insurances we arrange for you in line with FCA requirements. All records are strictly confidential and will be retained securely. Under the Data Protection Act 1998 and General Data Protection Regulations 2018 you have the right to see personal information about you that we hold in our records.

If you have any queries, please write to – Paul James, Information Officer, Legalrisks, 5 – 7 Prospect Road, Hythe, Kent. CT21 5NS. and we will make available, upon request, relevant details.

- 1.7 will handle claims made against the Client or circumstance promptly and to the compliance of the insurance policy

- 1.8 will assist you with any changes to their insurance requirements through the policy year.
- 1.9 undertakes to settle accounts with Insurers upon receipt of your premium promptly and in accordance with underwriters terms of payment
- 1.10 will inform you if we intend to arrange an insurance contract on your behalf though the use of another specialist intermediary
- will make available to you details of Premium Payment methods.
- 1.11 will notify you as soon as possible upon receipt of details of alterations to either the insurance contract : the status of Underwriters : the status of LPIL
- 1.12 LPIL works under the risk transfer system with our underwriters ensuring your safety.

2 The Client's responsibility to LPIL – the Client should:-

- 2.1 promptly and without restriction provide us with proposal forms / questionnaires and such information as we deem requisite to the correct placement of new insurance business, renewal of existing insurance business or continuation of or amendments to cover in respect of any existing insurance business.

Failure to disclose any material information or withholding of pertinent information concerning you may entitle Insurers to cancel cover from inception and seek repayment of paid claims or deny cover under a contract of insurance. See advice on Becoming a Client and Renewal Information under Client Information on <http://www.legalrisks.co.uk>

- 2.2 advise us within 30 days from receiving new and / renewal quote terms from us that those terms are acceptable to you
- 2.3 advise us as soon as practicably possible that you accept terms relating to continuation of or alteration to cover in respect of any existing insurance business.
- 2.4 provide us with requested renewal information at least 14 days prior to the contract of insurance's expiry date
- 2.5 advise us prior to the renewal date that renewal terms provided to you by us are accepted or otherwise for renewal of Existing Insurance Business.

We will accept verbal confirmation but this must be followed by receipt of our acceptance page signed and dated. This may be by letter e-mail or facsimile.

- 2.6 undertake to meet accounts and payments promptly and within the terms of this Agreement
- 2.7 undertake to fulfil any outstanding requests or conditions applied by underwriters
- 2.8 in the event of a Circumstance or Claim arising against the Client, advise us of such Circumstance or Claim within 24 hours of having become aware of such. **See advice on Claims Procedure under Client Information on <http://www.legalrisks.co.uk>**
- 2.9 advise us within 24 hours of any changes to the status of the Client that may affect the contract of insurance. **See advice on Current Clients under Client Information on <http://www.legalrisks.co.uk>**
- 2.9 Advise LPIL if the Client does not want insurance placed with a particular Insurer.

3 Premium, Payment Conditions & Additional Charges

Premium Payment is a condition precedent to the contract of insurance and non-payment or partial payment allows Insurers to suspend or decline coverage under your policy

We do not accept cheques

CLIENT MONEY

We provide protection for client money by holding all client money in a statutory trust bank account in accordance with FCA rules. This is segregated from our own money.

For the purposes of some transactions, please note that client money may pass through other authorised intermediaries before the insurer receives it.

Where we collect or hold money as agent of the insurer we may also hold that money in the same Client Bank Account. Client money will be deposited with one or more approved banks, a list of which is available on request. Please notify us immediately if you do not wish us to use any bank or banks on this list. Interest will not be paid to clients in respect of money held in Client Bank Accounts.

- 3.1 premiums are due to Underwriters as stated in the invoice issued by us or as set out hereunder. In the event of a premium payment facility being offered us we will clearly set out the interest payable. **Insurance premium not paid within the invoice period or premium payment warranty period may allow underwriters to cancel all cover Ab Initio.**
- 3.2 if you wish to use a stage Payment or monthly direct debit facility the application for this must be received by us not later than 21 days after the inception date of the insurance policy or 21 days of the renewal date of the policy or 21 days of any alteration to an existing policy that necessitates an additional premium.

We do not act as Credit Broker. If Premium Payment Facility Terms are not complied with the provider reserves the right to insist on Premium Payment in Full within 30 days of the inception date of the policy or renewal date or continuation of or amendment to the existing contract of insurance.

- 3.3 in the event of Premium Payment not being completed (e.g. Bank Cheques not being honoured or direct debit agreements not being met) we reserve the right to apply as suitable fee to cover incurred bank charges and expenses incurred in the event of avoided payment facilities.

- 3.4 from time to time you may wish to have your policy amended for various reasons or additional works are undertaken adjacent to or effecting the insurance contract (see **Current Clients under Clients Information** on <http://www.legalrisks.co.uk>)

We reserve the right to apply a handling charge for this service of up to £50.

- 3.5 in the event of cancellation of a contract of insurance (during a live contract period) by you for any reason we reserve the right to apply our full Fee. Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Your attention is specifically drawn to the following:—Where you cancel your policy after the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, *we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled.* The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned. For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £20.00.

- 4 **Claims Procedure - See under Client Information** on <http://www.legalrisks.co.uk>

- 4.1 Insurers deem a claim to be 'becoming aware of a situation that may give rise to a claim or actually having a complaint made against you or having notice of intent to make a claim formally against you'

YOU must not endeavour to handle a claim and must not admit liability under any circumstance and always work in the best interests of the defence of the situation.

If the you have any doubts over what constitutes a claim you contact us without delay. Failure to work in this manner may prejudice your insurance

- 4.2 claims payments will be remitted as soon as possible after they have been received from Insurers.
- 4.3 if in relation to a particular claim, an Insurer declines cover, delays settlement or becomes insolvent, we will inform you and seek instructions. We do not accept liability for unpaid amounts due from Insurers.

5 **Remuneration**

We use either a negotiated transaction charge system or are paid on commission basis, details are available upon request. Our transaction charge / commission is non-returnable.

6 **Liability**

- 6.1 **We are not be liable to the Client for any direct or indirect losses damages costs or expenses incurred or suffered by the you as a result of or in connection with any services that we provide to you unless arising directly from our negligence, wilful default or fraud.**
- 6.2 Nothing in this agreement will limit or will be construed as limiting our liability for death or personal injury resulting from our negligence.
- 6.3 Nothing in this agreement will exclude or restrict any liability that we may owe to the Client under the regulatory system as defined in the FCA rules.

7 **Termination**

You may determine to cease to use the services of LPIL at any time. We may advise you that we wish to discontinue work for you subject to issuance of a recorded delivery letter to your last known address at least 30 days prior to the expiration of a current policy, such that we remain responsible for insurance mediation up to the expiry date and provide you with a list of alternative reputable intermediaries. If our services are terminated by the Client, we reserves the right to retain any fees or brokerage received or to claim any that are still payable.

8 **Taxes**

Insurance Premium Tax, currently set by the Government at 12.00% , or future increments to this tax as prescribed by the Government from time to time – applicable at the Government prescribed date. For non UK business the Taxes shall be prescribed by the Country of business origin and their fiscal regulations.

9 **Rights of Third Parties**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause shall not affect any right or remedy of a third party which exists or is available apart from that Act.

10 **Jurisdiction, Choice of Law and language**

This Agreement shall be construed according to English law. All documents and work will be undertaken in English. In the event any portion of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This Agreement may not be assigned or varied unless expressly agreed in writing by the Parties.

11. **Complaints Procedure & Dispute Resolution**

See Complaints Procedures under Clients Information on the our web site

Our aim is to provide a full and professional service. In the event that you are not satisfied with our service please contact us by writing to - Paul James – Legalrisks.co.uk, 5 – 7 Prospect Road, Hythe, Kent. CT21 5NS
By telephone 01304 898 428
By email pauljames@legalrisks.co.uk
outlining all of your disquiet.

We will provide you with a copy of our full complaints procedure and respond to your complaint within 5 working days and deal with the complaint as a matter of urgency. We will provide a formal written response within 21 business days from receipt of the original complaint.

We are committed to resolving all complaints and / or disputes (whether such arises before or after termination of this Agreement) without the need for litigation and to allow as far as possible for commercial relationships to remain unaffected. In the event that we are unable to reach an accord you are entitled to refer the problem to

The Financial Ombudsman Service for and independent assessment and opinion. The FOS Consumer Helpline is on 0845 080 1800 and their address is
Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London. E14 9SR
www.financial-ombudsman.org.uk

See Complaints Procedure on <http://www.legalrisks.co.uk>

12 Compensation Schemes

We are covered by the Financial Services Compensation Scheme (FSCS). 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. Insurance advising and arranging is covered 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Or, for compulsory classes of insurance (such as Employers Liability) insurance advising is covered for 100% of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

Copies of the relevant Governing Bodies rules and guidelines can be obtained from <https://www.fca.org.uk/>

13 Data Protection and General Data Protection Regulations 2018 (GDPR)

We are compliant to Data Protection Act 2018, General Data Protection Regulations 2018 & Information Commissioners Office and we undertake to comply with the Act in all our dealings with your personal data. All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to the Financial Conduct Authority, insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance. To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including credit reference agencies and other organisations. Our search will appear on your credit report and will be visible to other credit providers whether or not your application proceeds. If you do not proceed it will be clear the search was for quotation purposes. By agreeing to the terms and conditions you agree to these uses of your information. We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us. We may also pass information about you to other companies with which we are associated. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat the issue of these Terms as evidence of your informed consent. In the interests of security and to improve our service, telephone calls you make to us may be monitored and / or recorded for training purposes

Privacy Statement

We are committed to keeping your personal information secure and confidential. We're constantly reviewing our security measures to ensure you're protected by the latest technologies and techniques. Please take time to read through the security information on these pages to find out how you can do your bit to keep your account secure.

When apply for cover you will be asked to provide certain information, including personal information by which you can be identified, such as your name, phone number, and e-mail address. We will use this personal information to prepare your insurance proposal. Information related to your company business location, company revenue is also needed to develop accurate insurance quotes and issue policies. This information will not be shared with any other organization.

All information collected is stored on servers located in our secure premises or on the secure premises of our partner firms. Only those company employees directly involved in servicing customers have access to your information.

We will not provide your personal or company information to any third parties to use for direct advertising or promotional purposes.

If at some point in the future, there is a change to our information usage practices that affect your Personally Identifiable Information, we will notify you by email of the relevant changes.

If you ever have any concerns about security that aren't answered here, please don't hesitate to contact us

Data Protection Act 1998 and the General Data Protection Regulations 2018 (GDPR) are available at <http://www.legalrisks.co.uk> and can be sent to you upon request.

For full details of personal data and your rights please visit the [Information Commissioners Office Website](#)

14 Money Laundering & Proceeds of Crime Act

United Kingdom money laundering regulations apply to us. There may be occasions where we may request evidence of the identity of clients which may include sight of official documents as evidence of address. By accepting these Terms of Business you agree to provide such documentation as we may require to fulfil any legal obligations we may have

15 Bribery and corruption

We have no tolerance for bribery and corruption and this policy extends throughout the company in respect of all of its dealings and transactions in all countries in which we operate. Our anti-bribery policy is updated in line with the changes in law, changes in our business and our reputational demands. All employees are required to comply with this policy.

Both parties agree to comply fully with the requirements of the Bribery Act 2010, and will not engage in any of the following activities:

- promising or giving an advantage, financial or otherwise, to another person to bring about an improper performance or to reward such improper performance
- Requesting, agreeing to receive or accepting an advantage, financial or otherwise to act improperly
- bribing a foreign public official to do or reward them for doing, something improper

16 Breach of Sanctions

LPIL reserves the right to suspend or terminate the Engagement (in whole or in part) where it believes performance could be a breach of applicable economic or trade sanctions. LPIL is unable to provide insurance broking, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose LPIL or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

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

These terms of business are effective from the date of receipt by the Client and replaces all prior agreements, it may be subject to change in the future. All Changes to terms of business are available immediately upon effective date and can be found on <http://www.legalrisks.co.uk> and will be advised to the Client.

If you have any questions you can contact us on info@legalrisks.co.uk

[Or at the address at the head of this document](#)

Complaints and Compensation

At Legalrisks we aim to provide you with the highest level of customer service. If you are not satisfied with the way that we have acted on your behalf please inform our chief executive orally or in writing. Your complaint will be acknowledged within five business days advising you who is dealing with the complaint and indicating when you may expect an answer. We will provide you with a formal response within twenty business days from receipt of the original complaint. If the complaint cannot be resolved within this timescale we will write to you explaining the progress and timescale involved. You will be advised of any further redress available to you should you believe this matter not be resolved to your satisfaction. We comply with the complaints procedure laid down by the FCA and complaints may be referred to them in certain instances.

The chief executive is

Mr Paul James Legalrisks
5 – 7 Prospect Road Hythe
Kent
CT21 5NS and he can be contacted directly at

by telephone 01304 898 428

by facsimile 0870 974 0878

by email pauljames@legalrisks.co.uk

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We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance, size of the business (if a commercial customer or charity) and the circumstance of the claim / complaint. Insurance advising and arranging is covered 100% of the first £2,000 and 90% of the remainder of the claim without upper limit. Further information about compensation scheme arrangements is available from the FSCS –

Financial Ombudsman Service

**South Quay
Plaza 183
Marsh Wall
London E14
9SR**

Tel: **0845 080 1800** Fax: **020 7904 1001**

Web: www.financial-ombudsman.org.uk

Financial Conduct Authority

25 The North Colonnade
Canary Wharf

London E14 5HS

Tel: **020 7066 1000** Fax: **020 7066 1099** Web: www.fca.org.uk