



Composite Legal Expenses An AmTrust Financial Company

Terms of Business

About us

Composite Legal Expenses, a trading style of Arc Legal Assistance Ltd The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE is authorised and regulated by the Financial Conduct Authority. Our Firms Registration Number is 305958. We are permitted to arrange, advise on, deal as an agent of insurers and assist in claims handling with respect to non-investment insurance policies. You can check these details on the FCA's Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home> or by contacting the FCA on 0800 111 6768.

Our Services

We are a wholly owned subsidiary of AmTrust Europe Ltd. In arranging insurance for our customers we act as an intermediary and place business on a single carrier basis with AmTrust Europe Ltd.

We have in place procedures to ensure that any conflicts of interest that may arise in relation to the performance of our obligations under this Agreement are identified, openly resolved and clearly understood by all parties.

When you appoint us to work for you, we become your agent. This means that we are acting in your interests and upon your instructions, to secure the agreed outcome for you. There are occasions where we undertake certain duties on behalf of an insurer (for example, we sometimes issue policy documentation), and when this takes place the legal position is that we are acting on behalf of the insurer only for that specific task. We will clearly identify these circumstances to you so that you are correctly informed.

So that we avoid any perceived conflict of interest or questions of propriety we do not hold agreements with insurers to settle claims.

We will consult with you about the risks that you face. We will talk with you about how you might insure against those risks. For those risks that you want to insure against, we will take your instructions and endeavour to obtain quotations. We will consider solvency of insurers, premiums, policy cover, and any other factors we consider relevant when deciding which options to recommend for you. We will draw to your attention any onerous or unusual terms as soon as we are made aware of them.

We will provide you with relevant documentation as soon as possible. Where this documentation is produced by insurers, delays may be experienced. Specimen or standard policy wordings will be made available to you at your request. When you tell us of an incident where you want to claim under an insurance policy we have arranged or we have agreed will become part of the portfolio of policies we manage on your behalf, we will alert the relevant insurance company. Where applicable, we will produce for you a claim form. We will guide you through what you need to do to make a claim. We will submit your documentation to insurers. We will act as your agent to help you negotiate with a view to achieving a satisfactory outcome for you in accordance with your policy wording. If an incident cannot be the subject of a claim (if it is not covered) then we will tell you as soon as we become aware. If you reasonably disagree with an insurer's decision following a claim that you have made, we will help you to complain. We may recommend that you instruct a solicitor, and if you do, this will be at your own expense.

When policies that we have arranged become due for renewal, we will prepare quotations in accordance with

your revised instructions. In the absence of revised instructions, we will prepare quotations on the existing basis. We will discuss quotations with you in advance of renewal to ensure that you have sufficient time to consider our terms or make an alternate arrangement. If insurers do not offer renewal terms in good time then we will endeavour to secure an extension of cover for you. If it is likely that cover will not be available after expiry of the present period of insurance then we will let you know of this possibility as soon as we think that it is likely.

Please note that if this agreement is terminated, we will not prepare renewal quotations for you and cover will expire. You will need to make an alternate arrangement. These are our core services. We may undertake additional specific work on your behalf by agreement. In this event, these Insurance Broking Terms of Business shall continue to apply in respect of additional work unless otherwise agreed in writing.

Providing information to your insurers

Your insurance is based upon the information provided to the insurance company.

For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid. All other customers must disclose all 'Material Facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of insurance. Failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

Your Instructions

We will act in accordance with your reasonable instructions to the best of our abilities. If we are not substantially able to achieve what you want us to achieve or if it is not possible to achieve what you want then we will tell you. We will tell you what we can achieve.

You may instruct us by fax, by e-mail, by telephone or during face-to-face meetings. We cannot guarantee that your instructions have been received unless we have acknowledged them in writing. We reserve the right to refuse instructions, but if we do, we will inform you. Communications using the Internet are not completely secure, and may spread harmful viruses. If you would prefer us not to use e-mails, you must inform us. Please note that Office Hours are Monday to Friday, 9.00am to 5.00pm. The office is not open for business on statutory ("Bank") holidays. There may be a delay in responding to instructions, if they are received outside of Office Hours.

We do not ordinarily issue receipts or acknowledgements unless specifically requested by you in writing.

Limitation of Liability

In the event of any breach of these terms and or in the event of any representation, statement or tortious act or omission including negligence arising under or in connection with all contracts between us then the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you. Nothing in these terms excludes or limits our liability for death or personal injury caused by the Company's negligence, fraud, fraudulent misrepresentation or regulatory obligation.

We shall not be liable to you for any indirect or consequential loss or damage, these may be losses that are not reasonably foreseeable, (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the services we provide to you.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of our services to you ("Claim") shall be limited to £4,000,000 (four million pounds).

If you are not a Consumer (as defined by the FCA) and our professional indemnity insurers refuse to indemnify us for any claim made by or on

behalf of you then our total liability in relation to that claim shall be limited to £1,000,000 (one million pounds).

Liability for Directors, Officers or Employees

You acknowledge and agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under this agreement. This clause does not in any way limit or affect our liability to you as detailed in the limitation of liability clause.

How to cancel

You may have a statutory right to cancel this insurance within a short period. Please refer to your policy summary or your policy document for further details. If you cancel you will receive a pro rata refund of premium from the insurer. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

If you wish to cancel outside this period you may not receive a pro rata refund of premium. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

Our Remuneration

When we place insurances or insurance related services on your behalf, we are ordinarily remunerated by your insurer or insurance service provider. Commission may be paid on individual policies and or on a whole account basis. If we need to charge a fee payable by you then we will specify the amount of that fee and explain the nature of the fee before we commence work on your behalf.

Should you choose to cancel a policy of insurance after giving instructions to place cover or if you wish to terminate our appointment as your broker before policies have expired then the commission and/or fee will be deemed to have been earned in full and no refund will be paid in this respect. A refund of the premium element net of our remuneration may be made by insurers. In this event, any refund will be returned to you without unreasonable delay.

Fees and charges

If we opt to charge a fee you will be advised prior to policy inception or renewal.

Complaints

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact the General Manager at the above address or ring 02920 222033. You may be entitled to refer it subsequently to the Financial Ombudsman Service. Further information is available at <http://www.financialombudsman.org.uk/> The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. www.financialombudsman.org.uk

A full copy of our complaints procedure is available on request.

How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the insurer direct as soon as possible using the contact details provided. If in doubt about who you should contact, please contact us on 02920222033.

Protecting your information

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent in relation to administering your insurance, and except where law requires us. The FCA may ask us to provide it with access to our customer records in order that it may carry out a review of our activities.

We are committed to protecting your privacy in accordance with the current Data Protection Legislation. This notice provides a summary of the ways in which we (as Data Controller) process your personal data, for more information please visit:

<http://www.composite-legal.com/privacystatement/>

We process your personal data to provide insurance, handle claims, offer renewal and to meet legal or regulatory obligations. We may disclose your personal data to 3rd parties who perform services on our behalf, group companies, and as may be required by law. We may transfer your personal data outside the European Economic Area ("EEA") and will ensure that it is treated in accordance with the Legislation. You have various rights, including to see a copy of the personal information held about you and to lodge a complaint with the local data protection authority. Your data will be retained for 7 years unless the data must be retained for a longer period due to business, legal or regulatory requirements.

"Data Protection Legislation" means all applicable data protection and privacy legislation, regulations and guidance including, without limitation:

- (i) Data Protection Act 1998 and (from 25 May 2018 onwards) Regulation (EU) 2016/679 ("GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations (all as amended, updated or re-enacted from time to time); any law based on or seeking to enact any such provisions in the United Kingdom to the GDPR;
- (ii) any applicable guidance or codes of practice issued by Working Party 29, the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurer (in which case your insurance is treated as being paid for). However your money will be protected at all times because of our requirements under the FCA rules. We also reserve the right to retain interest earned on this account.

By accepting these Terms of Insurance Business you are giving your consent for us to operate in this way.

Insurance Premium Tax (IPT)

Your premium detailed in the policy will include IPT at the prevailing rate.

Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change. Some policies are subject to Value Added Tax (VAT) not IPT and should the rate of VAT be amended by the Government, your premium will be amended by the insurer to reflect the change

Compensation arrangements

We are covered by the Financial Services Compensation Scheme. 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. Most Insurance contracts are covered for 90% of the claim, without any upper limit. Compulsory insurances (for example, motor insurance and employers' liability insurance), are covered for 100% of the claim, without any upper limit Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting

<http://www.fscs.org.uk/>

Solvency

We do not guarantee the solvency of any insurer we place business with. We do not accept liability for any losses you may incur arising directly or indirectly from the financial failure or insolvency of any insurer.

You may have a liability for the premium, whether in full or pro-rata where a participating insurer becomes insolvent.

Legal Effect

This is our standard Terms of Business Agreement upon which we tend to rely. For your own benefit and protection you should read the terms very carefully. If you do not understand any point please ask for further information or clarification.

These Insurance Broking Terms of Business supersede any previous Insurance Broking Terms of Business or any previous informal arrangement. They should be read in conjunction with other correspondence that you may have received from us. Together, they set out exclusively the basis on which we work for you.

These Insurance Broking Terms of Business apply to existing and future work, which we do on your behalf, unless we agree otherwise in writing. We will give you notice of any change to these terms, which will then apply to any subsequent instructions.

These Terms of Business shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.