

General Terms of Business Agreement for our Customers

Introduction

Airsports Insurance Bureau Ltd is wholly owned by BDH Group Ltd (BDH Group) whose registered office is at 10 Ledbury Mews North, London W11 2AF.

The purpose of this document (which we refer to as our "Terms of Business") is to describe the terms upon which we will provide our services to you and that govern our relationship with you. It also contains details of our regulatory responsibilities.

By accepting an insurance quotation or otherwise asking us to carry out any of the services described in these Terms of Business you are agreeing to the terms set out in these Terms of Business. Please read this document carefully as it contains binding obligations on you and us and governs our relationship with you.

You should contact us if there is anything in this document which you do not understand or with which you disagree before you accept a quotation or otherwise ask us to carry out services and so agree to be bound by these Terms of Business.

These terms take effect immediately and supersede any Terms of Business that may have been previously sent to you. A reference to your policy in these Terms of Business refers to each and every policy which you purchase through us.

About us

Airsports Insurance Bureau Ltd is an insurance intermediary, wholly owned by BDH Group Ltd. Our registered address is Davidson House, Forbury Square, Reading RG1 3EU.

In this document 'we', 'us' and 'our' means Airsports Insurance Bureau Ltd.

Our permitted business is

Advising, arranging, dealing as agent, and assisting in the administration of non-investment insurance contracts. We are also a credit broker introducing those who wish to pay their premiums by instalments to firms who are authorised to lend money under a regulated credit agreement.

Who regulates us

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services.

Airsports Insurance Bureau Ltd is authorised and regulated by the Financial Conduct Authority. Our permitted business is intermediating on general insurance contracts. Our FCA Register number is 312153. This can be verified by visiting the Financial Services Register which can be found on the FCA website www.fca.org.uk/register.

Insurers

We review the financial soundness of the proposed insurers for our panel using available public information that includes financial rating agencies. We cannot guarantee or warrant the solvency of any insurer or the future ability of any insurer to meet its obligations to pay claims.

The services we provide

We are an insurance intermediary. We provide advice and recommendations on a range of insurance products after first assessing your requirements. Where you purchase a product through our website, no advice will be provided.

We offer products from a selected panel of insurers who have been carefully selected due to their wide-ranging covers and financial integrity. In certain cases, an insurance product from the panel may not meet the customer demands and needs; in these instances, we may approach a wider range of insurers or another intermediary to obtain the most suitable product to meet your needs. You can request a list of the insurers we have approached.

(1) Website only purchases

We will not provide you with any advice or make any recommendations in relation to the insurance policies which you purchase on our website. We offer products from a range of insurers, but we are not under any contractual obligation to offer or sell products exclusively for any insurer.

We will provide you with information about the insurance cover available based on your online answers to questions. Your answers will be used to narrow down the selection of products and covers available to you, to decide if the insurance cover is appropriate for your needs. You will then need to make your own decision to proceed.

(2) Advice services

For all other sales (this includes when we contact you to discuss information that you have entered into our website forms) we will discuss your insurance requirements, including the scope of cover needed, limits required and cost. We will then advise and make a recommendation after we have assessed your demands and needs.

We may act as an agent of the insurer in relation to the coverage proposed, or the insurer may have outsourced to us certain work related to the administration of your policy.

We do not offer advice in relation to determining suitable levels of cover and resulting sums insured, nor do we provide advice on tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice regarding such matters.

(3) Additional services

If requested, available and appropriate, we may agree to provide you with a number of additional services which fall outside our core service provision. These services will be explained to you when our relationship commences. Such services may be subject to the agreement of separate terms and additional remuneration.

Disclosure of information by you (commercial customers)

In order to make our business relationship work, you must provide complete and accurate information and instructions in a timely manner, so that we can assist you fully.

Under the Insurance Act 2015 it is your responsibility to make to us and the insurer a fair presentation of the risk before you take out your policy, throughout the life of the policy and when you renew it. You must disclose every material circumstance which you know or ought to know or, failing that, disclose sufficient information to put a prudent insurer on notice that it needs to make further enquiries.

General Terms of Business Agreement for our Customers (continued)

Disclosure of information by you (commercial customers) (continued)

You must make these disclosures in a manner which would be reasonably clear and accessible to a prudent insurer. You must also ensure that any representation you make as to matters of fact are substantially correct and representations you make as to a matter of expectation or belief are made in good faith. It is important that you ensure that all statements you make whether verbally or in writing on proposal forms, claim forms, and other documentation are full, frank and accurate. Please note that if you fail to make a fair presentation of risk and/or you fail to disclose a change of circumstances to us and/or your insurer, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

We strongly recommend that you check the information you provide to us thoroughly prior to submission and that you keep a record of all correspondence you send or receive from us or your insurers in relation to the arrangement of your insurance cover.

We are not responsible for any delays in the provision of information by you; for any inaccuracies or omissions in the information you provide or for any misrepresentation made by you. If you do provide false or inaccurate information and fraud is identified your details will be passed to the fraud prevention agencies. Please discuss with us if you have any doubts or concerns about what information you should disclose to your insurers.

Disclosure of information by you (consumer customers)

A consumer is an individual who enters into a contract of insurance for their personal use unrelated to their trade or profession. It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge. If you do not, your insurance policy may be cancelled or treated as if it never existed. It is important that all statements you make on proposal forms, claim forms and other documents are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any of the questions are true and accurate before signing the document. Failure to provide information requested by your insurers could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

Policy documentation

We will issue documentation to you electronically unless we notify you otherwise, or you tell us that you wish to receive correspondence by post. Your policy documentation will consist of the policy schedule, the policy terms and conditions and, where relevant to the insured risk, a certificate of motor insurance and/or an Employers' Liability certificate and/or a Personal Accident Travel document and/or, an surety bond certificate as well as any other documentation we are required to send to you.

Where we have made a recommendation we will enclose a statement of demands and needs with your documentation. You should read this carefully as it will set out the reasons for our recommendation and will help you to decide whether to accept the insurance cover.

You are responsible for reviewing all the documentation we send to you recommending cover or confirming that you have cover to ensure that it is in accordance with your instructions and accurately reflects the cover, conditions, limits and other terms

Policy documentation (continued)

that you require. Particular attention should be paid to any contract conditions, warranties and the claims notification provisions as failure to comply with these may restrict or invalidate your coverage. If you have any questions about the coverage, conditions, limits or other terms, or the cover does not meet your requirements you must contact us immediately.

Change in circumstances

You must advise us as soon as possible of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance contract.

Renewals

Prior to the renewal date you will receive an invitation to renew the policy. You should read the renewal invitation documentation to ensure the insurance cover continues to meet your insurance needs and contact us if anything is inaccurate or you need advice on any aspects of cover.

We will revisit your insurance needs at renewal with appropriate insurers and advise you within the renewal invitation if we determine that it is in your best interest to consider an alternative insurance product. If you instruct us to do so we will provide you with insurance advice, make professional recommendations and place insurance cover for you with an alternative insurer.

Unless otherwise agreed we operate an automatic renewal process, therefore, if you pay by Direct Debit, you will:

- Continue to pay equal monthly instalments to your premium finance provider (see Premium finance section), providing the Direct Debit Mandate remains in force.
- If you do not wish to renew your policy or do not wish to continue paying by Direct Debit you must notify us and your premium finance provider before the policy expires.
- If you pay by credit or debit card and have provided consent to the use of a continuous payment authority, we will attempt to take payment using the card that was used to pay the annual premium the previous policy year. The request for payment will be taken no earlier than 7 days prior to your renewal expiry date.

If you do not pay by Direct Debit or have not provided consent for continuous payment authority, you must contact us to make arrangements to pay the premium in full prior to your renewal date. The policy will then remain in force unless you choose to exercise your right to cancel the policy in accordance with these Terms of Business.

If a valid Direct Debit instalment plan is not in force or you do not pay the insurance premium in full prior to your renewal date then your insurance cover will cease on the renewal date. Failure to meet the payment date may put your policy at risk and leave you without cover in the event of a claim. Please note that in the event of a total loss claim or cancellation of a policy following a claim within the period of insurance, the premium will still be payable in full.

Claims

If you need to make a claim you must liaise directly with your insurer and notify them as soon as possible of a claim or

General Terms of Business Agreement for our Customers (continued)

Claims (continued)

circumstances which may result in a claim. Full details of how to claim can be found in your policy wording.

Please carefully consider any claims reporting instructions provided to you, as failure to report a claim in a proper and timely manner may jeopardise coverage of the claim.

If agreed with you we may agree to liaise directly with your insurer on your behalf and/or to provide our claims handling services for the period of our appointment or, beyond that point, by mutual agreement. These services may be subject to additional remuneration.

On agreement, our claims handling services will include, upon receiving the required information from you, the notification of the claim or circumstances to your insurer, representing you in the resolution of the claim and arranging the collection and/or settlement of the claim in accordance with market practice and the terms and conditions of your insurance contract.

Where we collect claims payments, these will be remitted to you as quickly as possible. However, we will not remit claims monies to you before we have received them from your insurer.

Cancellation

If you wish to cancel or amend your policy, the following terms apply:

(1) Cooling-off period

If your policy includes a statutory cancellation right (a "cooling-off" period), you may cancel within 14 days of either the conclusion of the contract or receiving your policy documentation, whichever is later. Provided no claim has been made and the policy terms allow, you may be entitled to a partial refund of premium. The insurer will make a charge for the time your policy was on cover ("on risk").

(2) Mid-term cancellations and amendments

If you cancel your policy after the cooling-off period, or if a mid-term adjustment results in a refund of premium, your insurer will usually deduct a charge for the time on risk. Some policy types – particularly those written on a "minimum and deposit" basis – may not allow any refund if cancelled mid-term. Details of any such restrictions can be found in your policy documentation.

(3) Add-on products

Some additional covers, known as "add-ons," may not be refundable upon cancellation. Please refer to the specific wording for each product.

Our charges

We may apply a £50 administration fee for handling any cancellation, regardless of whether it occurs during the cooling-off period, mid-term, or involves minimum and deposit policies. This fee is separate from any charge made by your insurer.

In addition, if you cancel after the cooling-off period or amend your policy resulting in a refund of premium, we may also retain the commission and fees we would have received had the policy continued unaltered. This reflects the time and work involved in arranging or renewing your cover, because the majority of our costs are incurred during those stages.

Payment of premium

You will be required to pay the premium in full unless you agree to pay by instalments by direct debit. If you pay by direct debit you will be required to do so in accordance with the section headed 'Premium finance' in these Terms of Business.

You will provide settlement of any premium payable with cleared funds of all monies due in accordance with the payment date(s) specified in our debit note or other relevant payment documentation (the "Payment Date"). Failure to meet the Payment Date may lead to insurers cancelling your policy, particularly where payment is a condition or warranty of your policy. It is imperative that you meet all Payment Dates.

Handling client money

We do not handle client money; we act as the agent of the insurer.

Insurers' monies: We receive the premiums you pay to us as agent for the insurers. This means that, in effect, premium has been paid to the insurer as soon as it is received by us. So, if (for any reason) we do not pay those monies to the insurer, you cannot be asked to pay again. Further, any premium refunds or claims monies paid to us by the insurer will only be treated as received by you when they are actually paid over to you by us. Where we receive monies as agent for an insurer you should note that from the moment monies are received, we are only able to transfer the money to the insurer. Therefore, upon receipt we are not able to return such monies to you or to transfer such monies on to another party without the express consent of the insurer on whose behalf we have received those monies.

We do not pay the premium to insurers on your behalf until we have received it from you, nor will we pay claims or other monies due to you before they have been received from insurers (or other relevant third parties).

On occasions, we may require your premium payment to be made directly to another FCA regulated entity to meet these requirements.

Premium finance

You may have arranged to pay by a Direct Debit instalment plan directly with your insurer. If not, we act as a credit intermediary and introduce premium finance loans from Close Brothers Premium Finance Ltd (CBPF) a third-party finance provider, registered address 10 Crown Place, London, EC2A 4FT.

CBPF is registered in England and Wales under company registration number 00195626 and are authorised and regulated by the Financial Conduct Authority.

Before committing to a loan it is important that you ensure that you can afford the monthly instalments. If you choose to manage your insurance premium payments through direct debit your credit agreement will be with CBPF. In the event that you default on this credit agreement, CBPF has the right to recover any losses from us. In this instance, we have the right to request the outstanding premium payment in full.

A premium finance loan allows you to spread the cost of your insurance premium. You may be required to pay a deposit. The loan itself includes the insurance premium, a facility fee and transaction fee. A brokerage fee is paid to us for introducing business to CBPF. We will give you full information about the

General Terms of Business Agreement for our Customers (continued)

Premium finance (continued)

premium finance facility when we discuss your insurance in detail. Failure to meet the payment date may put your policy at risk and leave you without cover in the event of a claim. Please note that in the event of a total loss claim or cancellation of a policy following a claim within the period of insurance, the premium will be payable in full.

FSCS – Financial Services Compensation Scheme

We and the insurers are covered by the FSCS and you may be entitled to compensation from the scheme if we or the insurers cannot meet our liabilities. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit, except that for compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements including details of the circumstances in which you can make a claim – and instructions on how to do so are available from the FSCS: www.fscs.org.uk, telephone: +44 (0)800 6781100 or +44 (0)207 741 4100, email: enquiries@fscs.org.uk.

Complaints

Our aim is to get it right, first time every time. If we make a mistake we will try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot, we will let you know when an answer may be expected. If we have not resolved the situation within eight weeks you may be entitled to refer it to the Financial Ombudsman Service.

In the first instance should you wish to make a complaint then it should be directed to:

Complaints Team

Airports Insurance Bureau Ltd
Oakmount House, Oakmount Road, Chandlers Ford, Hampshire,
SO53 2LH
Email: info@aib-insurance.co.uk
Alternatively call: +44 (0)2380 268 351

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Financial Ombudsman Service (FOS)

If you remain dissatisfied with our response to your complaint you may refer the matter to the Financial Ombudsman Service (FOS). To use their service, you must be *eligible* and your complaint must be sent to them within 6 months of our final response letter.

In general terms, you are *eligible* if you are an individual customer – or joint customers – of a financial business that provided service or products in the UK; individuals who act as personal guarantors for loans to businesses they are involved in; a 'micro-enterprise' (a type of small business) with an annual turnover or balance sheet that does not exceed €2 million and fewer than ten employees; a small or medium-sized enterprise (SME) with an

Financial Ombudsman Service (FOS) (continued)

annual turnover of no more than £6.5 million and fewer than 50 employees; a charity with an annual income of less than £6.5 million; a trust that has a net asset value of less than £5 million. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in limited circumstances.

You can contact the Financial Ombudsman Service in any of the following ways:

By writing to:
Financial Ombudsman Service
Exchange Tower, London, E14 9SR
Telephone: +44 (0)800 023 4567 or +44 (0)300 123 9123
Email: complaint.info@financial-ombudsman.org

Provision of information

All activities undertaken by us as outlined in this document are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use. You agree not to permit access by any third party to this information without our express written permission. We reserve our right to take action to protect any branded information.

Data protection and confidentiality

We are a Data Controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history). Details of our legal basis for processing your information, together with details of any third-party recipient whom it may be necessary to share your personal data with in order to fulfil your contract of insurance, retention period for data held, security of your data, your rights under the General Data Protection Regulations (GDPR) including the right to complain can be found in our Privacy Notice which can be found on our website.

If you are a commercial customer, you will, as soon as reasonably practicable, send our privacy notice to the relevant data subjects (e.g. employees, officers, directors) whose personal data we shall be required to process in order to provide you with the services in accordance with these Terms of Business. To the extent that you are a sole trader or a member of a partnership or unincorporated association, then this notice shall apply to your personal data.

You will only give us information which constitutes personal data (including sensitive personal data) where you have obtained all necessary consents from the relevant data subjects (e.g. employees, officers, directors). You will provide us with any notices or confirmation which we request in order to evidence that you are permitted to pass such information to us. We will then use such information lawfully and process such data in accordance with these Terms of Business and our Privacy Notice, which you can find on our website.

You will also ensure that any such information you do provide to us is relevant for such purposes, and is reliable for its intended use, accurate, complete and current.

How we use your personal information

We will use personal information that is provided to us by you and/or your organisation in the following ways:

General Terms of Business Agreement for our Customers (continued)

How we use your personal information (continued)

- to provide quotes, administer policies and policyholder claims to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business and conduct market research to meet the legitimate needs of our business
- to send marketing information if we have received consent.

We may share your personal information with:

- other companies within BDH Group
- credit reference, fraud protection and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database and the Insurance Fraud Bureau
- our approved suppliers to deal with claims or provide our services, for example, legal advisors, loss adjusters, premium finance companies, risk surveyors and risk management support providers including Zywave
- insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement, the Financial Ombudsman Service (FOS); and other organisations that provide services to us or you
- prospective buyers in the event we wish to sell all or part of the business

If for any reason we cannot recommend an insurance product to suit your needs, with your permission, we may transfer your details to a carefully selected broker who may be able to assist with your insurance.

You can find a full copy of our 'Privacy Notice – how we use personal information' on our website.

Amendments

You agree that we have a right to amend these Terms of Business by sending you either a notice of amendment in writing or revised Terms of Business. We will give you 21 days' notice of any change to these Terms of Business, except where the change is required sooner in order to comply with regulations (in which case we will give you notice of the change as soon as reasonably practicable). Any amendment will apply in respect of any service transaction entered into by us from the end of the period of notice of the amendment, or at such later date as the notice may specify.

We may increase the fees set out in the section headed 'Administration costs' by providing 21 days' notice. Such increase will only apply to any policy which you renew after the expiry of that 21-day notice period. An up-to-date version of this Terms of Business document will always be available on our website.

Laws and ethical business practice

We are regulated, accountable and committed to following and complying with all applicable laws, rules, regulations and accounting standards, demonstrating transparency and integrity in all that we do, and upholding our reputation for ethical business practices at all times.

Conflicts of interest

Circumstances may arise where we may find we have a conflict of interest or otherwise have a material interest in or related to a matter in respect of which we are acting.

We have conflict management policies and seek to avoid conflicts of interest but where a conflict is unavoidable, we will explain the position fully and manage the situation in such a way as to avoid prejudice to any party.

Whatever the circumstances, we will act in your best interests; and, if a conflict arises for which there is no practicable solution, we will withdraw unless you instruct us in writing to continue to act for you.

Financial crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. Part of our information gathering may include other searches to complete our due diligence. We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

Sanctions

Economic sanctions are measures imposed by international bodies (e.g. the EU) and national governments aimed at restricting the economic activity of a specified individual, organisation or national government. We are unable to give advice on the applicability of any sanctions regimes to you. It is your responsibility to consider and understand sanctions, informing us of any insurance requirements which may have sanction considerations such as territories. We would encourage you to take independent advice as you deem appropriate in this regard.

We will comply with all applicable sanctions regimes and legislation and cannot be held responsible for the actions of third parties who may have their own sanctions policy restrictions and constraints.

Limit of liability

Our aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with these Terms of Business or the services provided hereunder shall be limited as follows:

- in respect of personal injury or death caused by our negligence, no limit shall apply;
- in respect of any fraudulent acts (including theft or conversion) or wilful default by us, no limit shall apply;
- in respect of all other claims howsoever arising, our total aggregate liability shall be limited to the sum of £5 million; and
- subject to clauses (i) and (ii) above, in respect of the following losses: loss of revenue; loss of opportunity; loss of reputation; loss of profits; loss of anticipated savings; increased costs of doing business; or any other indirect or

General Terms of Business Agreement for our Customers (continued)

Limit of liability (continued)

consequential loss, we will have no liability in any circumstances.

Termination

Our services may be terminated either by us, your insurer, or you. In the event our services are terminated by you, we will be entitled to receive any and all fees or brokerage commission payable (whether or not the same have been received by us) in relation to contracts placed by us. Any time on cover may also be charged including if you cancel within the initial 14 day cooling off period.

Third party rights

Unless otherwise agreed between us in writing no term of these Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999.

Employers' Liability Tracing Office (ELTO)

If your policy provides Employers' Liability cover, information relating to your insurance policy will be provided to the ELTO and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"): to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law. The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk. By entering into this insurance policy you are contractually obliged to allow your insurance policy data to be used in this way and for these purposes.

Entire agreement

These Terms of Business and any amendments to them constitute the entire terms on which we will provide general insurance business with intermediary services to you and no alternative other terms will have effect unless issued or agreed by us in writing.

If any provision of these Terms of Business (or part of any provision) is found by any court, the Financial Ombudsman Service, or any other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain unaffected and in force.

Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English and Welsh Law. You and we agree that any dispute arising under these Terms of Business shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Our remuneration and other income

The current fee structures for our consumer, property owners and SME, and large commercial customers are shown in the tables below.

Fees payable (consumer customers)	
	Administration fee
Minimum administration fee	£30.00
New business & renewals	£50.00
Mid-term adjustment	£35.00
For net-rated products (where no commission is earned) we will charge an administration fee equivalent to 15% of the net insurance premium plus our standard fees above. This also applies to mid-term adjustments.	
Broker fees In place of an administration fee, we may charge a broker fee which reflects the additional work required to source, place and service your insurance policy. This will be discussed and agreed with you prior to commencement of cover.	
Administration fees, broker fees and any additional charges are non-refundable and will apply in addition to any charge your insurer/wholesaler makes.	

Some insurers may make additional payments to us reflecting the size and/or profitability of our account with them and/or in respect of work we undertake on their behalf. In addition, we may also receive payment from other firms, such as premium finance providers, where non-insurance products or services are supplied to you. We may also receive a brokerage fee as a result of our arranging a premium finance loan for the facilitation of your premium instalments, which will be included within the transaction fee charge. Please refer to the 'Premium finance' section for further information.