

Introduction

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 as our Terms of Business 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

Premier BusinessCare is a trading name of Allianz Business Services Limited, which is an insurance broker that is wholly owned by Allianz Holdings plc. Our registered address is 57 Ladymeade, Guildford, GU1 1DB. The ultimate parent company of Allianz Holdings plc is Allianz SE, which forms part of the global Allianz group of companies ("Allianz Group"). Allianz Holdings plc wholly owns a number of undertakings that carry out insurance business.¹

In this document 'we', 'us' and 'our' means Allianz Business Services Limited trading as Premier BusinessCare.

Who regulates us

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

Allianz Business Services Limited is authorised and regulated by the Financial Conduct Authority. Our permitted business is intermediating on general insurance contracts. Our FCA Register number is 304779. This can be verified by visiting the Financial Services Register which can be found on the website <http://www.fca.org.uk/register>

Insurers

We assess the financial soundness of the proposed insurers for our panel using public information that can include that produced by recognised rating agencies. Our assessment is subjective and we cannot guarantee or warrant the solvency of any insurer or the future ability of any insurer to meet its obligations to pay claims.

If requested by you, we will make available to you any factual analysis that we have prepared in respect of the insurers we propose to use to meet your requirements. Further, we can consider your market security enquiries on an ad hoc basis which may be subject to separate terms and additional remuneration.

The service we provide

We are an insurance broker. We offer transactional and/or advisory services for your insurance requirements over a range of general insurance products. We offer products from a selected panel of insurers which allows us to offer a portfolio of general business insurance products. The insurers we work with have been carefully selected due to their ability to insure the risks presented. 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 a single insurer/intermediary. You can request a list of the insurers we have approached. Where we give advice and recommendations, it is on the basis of a fair analysis of the market.

(i) 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 made available to you, to enable you to decide if the insurance coverage is appropriate for your needs and whether you wish to proceed.

You will then need to make your own decision as to the suitability of any such product for your circumstances.

(ii) 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 with you or your representatives your insurance requirements, including the scope of cover needed, limits to be sought and cost. We will then advise and make a recommendation for you after we have assessed your demands and needs.

We sometimes also 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. Generally we act as agent of an insurer when insurers have granted us a binding authority or managing general agency, which enable us to accept business on their behalf and immediately provide coverage for a risk.

We will disclose to you where we act as agent of the insurer or provide services to the insurer when providing you with information on the coverage proposed.

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 as you consider necessary regarding such matters.

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 set out to you when our relationship commences. Such services may be subject to the agreement of separate terms and additional remuneration.

¹ The undertakings that carry out insurance business that are wholly owned by Allianz Holdings Plc are Allianz Insurance Plc., Home and Legacy Insurance Services Limited, Allianz Engineering Inspection Services Limited and Pet Plan Limited

General Terms of Business Agreement for our Clients (continued)

Disclosure of information by you

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.

Please bear in mind that it is your responsibility to make to us and/or 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 enquires. 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. If you are in any doubt as to the relevance of any information you should discuss it with us.

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.

Please discuss with us if you have any doubts or concerns about what information you should disclose to your insurers.

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. Further details on how the information held by the fraud prevention agencies may be used are available upon request.

Policy documentation

We will issue documentation to you by email 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 Employer's Liability certificate and/or a Personal Accident Travel document and/or, an assurity bond certificate as well as any other documentation we are required to send to you.

Where we have made a recommendation to you 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 of 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 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.

Policy documentation (continued)

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.

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 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.

Renewals

Prior to the annual 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.

General Terms of Business Agreement for our Clients (continued)

Renewals (continued)

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.

Our remuneration and other income

Our remuneration for the services we provide to you will usually be brokerage commission, which is a percentage of the insurance premium paid by you and allowed to us by your insurer, and if appropriate an administration fee.

Brokerage commission and fees are ordinarily earned for the period of the policy at inception, and unless otherwise agreed with you, we will retain all fees and brokerage commission in respect of the full period of the policy in relation to policies placed by us including in circumstances where your policy has been terminated and your insurers have returned prorated net premium. Consistent with market practice, we will deduct our brokerage commission and other commissions from the premium once received.

You are entitled, at any time, to request information regarding any brokerage commission or fee which may be received as a result of you placing your insurance business with us.

We will promptly disclose details of any commission or any other form of remuneration that we or any of the companies within the Allianz Group receives, on your request.

It may, at times, be appropriate (and for your benefit) for us to use other parties such as wholesale brokers, excess and surplus lines brokers, underwriter managers, managing general agents or reinsurance intermediaries. These parties may also earn and retain commissions for their role in providing products and services to you, about which you are also entitled to request information on at any time.

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.

Administration costs

Details of our administration costs that you pay us for our services are set out in the table opposite

Administration costs (continued)

Type of Transaction	Fee
Administration fee for new policies, renewals and mid-term transactions (if applicable)*	£25.00
Cancellation fee	£50.00

* We may charge less than £25 for a mid-term transaction and will inform you if that is the case before the change is made.

Handling of insurer/client money

We do not pay 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). However, in the event that we decide to make any payment on your behalf or make any payment to you prior to receiving relevant funds from either you, your insurer or other third parties, we will be entitled (without prejudice to any other remedy available to us) to recover that amount from you by deducting that sum from any amount which is due to be paid to you, whether that amount relates to the policy for which we have made payment on your behalf or a payment to you, or to any other policy that we handle for you.

Insurers' monies. In the majority of cases 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 obliged 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 order of 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 monies.

On occasions, we may require your premium payment to be made directly to another FCA regulated entity when the above transfer process does not apply.

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 (below).

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.

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 Premium Credit Limited (PCL) a third party finance provider. PCL's registered office address is: Premium Credit Limited, Ermyn House, Ermyn Way, Leatherhead, KT22 8UX.

PCL are registered in England and Wales under company registration number 2015200 and are authorised and regulated by the Financial Conduct Authority.

General Terms of Business Agreement for our Clients (continued)

Premium finance (continued)

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 and transaction fee. A brokerage fee is paid to us for introducing business to PCL and this is included within the transaction fee charge. We will give you full information about the premium finance facility when we discuss your insurance in detail.

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 PCL. In the event that you default on this credit agreement, PCL has the right to recover any losses from us (Premier BusinessCare). In this instance, we have the right to request the outstanding premium payment in full. Failure to meet the payment date may put your policy at risk and leave your business without cover in the event of a claim.

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 Premier BusinessCare/Allianz Business Services Limited branded information.

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:

Customer Experience Team

Premier BusinessCare
4 Mannin Way
Lancaster Business Park
Lancaster
LA1 3SW
Email: feedback@premierbusinesscare.co.uk

Alternatively phone: +44 (0)330 102 6174
Lines are open Monday to Friday 8am to 6pm,
Saturday 9am to 12:30pm

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

For customers who have purchased a policy online or by other electronic means the European Commission has an online dispute resolution service. If you choose to submit your complaint at www.ec.europa.eu/odr it will be forwarded to the Financial Ombudsman Service.

Data protection and confidentiality

You will, as soon as reasonably practicable, send a fair processing 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 Fair Processing 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 personal information

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

- 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:

- (i) other companies within the global Allianz group – www.allianz.com
- (ii) 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
- (iii) our approved suppliers to deal with claims or provide our services, for example, legal advisors, loss adjusters, premium finance companies and risk surveyors
- (iv) 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
- (v) prospective buyers in the event Allianz Holdings plc wishes to sell all or part of its business

If for any reason Premier BusinessCare cannot recommend an insurance product to suit the organisation's business needs, with your permission, we may transfer your details to a carefully selected broker who may be able to assist the organisation with its insurance.

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

General Terms of Business Agreement for our Clients (continued)

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 30 days' advance written 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" on providing 30 days' advance written notice. Such increase will only apply to any policy which you renew after the expiry of that 30 day notice period. An up to date version of this Terms of Business document will always be available on our website www.premierbusinesscare.co.uk

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 procedures and we 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.

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

Premier BusinessCare' and/or its affiliates' 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:

- (i) in respect of personal injury or death caused by Premier BusinessCare' negligence, no limit shall apply;

Limit of liability (continued)

- (ii) in respect of any fraudulent acts (including theft or conversion) or wilful default by Premier BusinessCare, no limit shall apply;
- (iii) in respect of all other claims howsoever arising, the total aggregate liability of Premier BusinessCare shall be limited to the sum of £5 million; and
- (iv) 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 consequential loss, Premier BusinessCare will have no liability in any circumstances.

Termination

Our services may be terminated either by us or you upon the giving of one month's notice in writing to the other or as otherwise agreed. 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.

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, except by members of the Allianz Group.

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.

General Terms of Business Agreement for our Clients (continued)

The Financial Services Compensation Scheme (FSCS)

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, phone: 0800 6781100 or 0207 741 4100, email: enquiries@fscs.org.uk.

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 Law and you and we agree that any dispute arising under these Terms of Business shall be subject to the exclusive jurisdiction of the English courts.

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www.PremierBusinessCare.co.uk

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Surrey, GU1 1DB, United Kingdom Authorised and regulated by the
Financial Conduct Authority.