Terms of Business

Commercial Customers

Vista (NW) Limited

Please read this document carefully

It sets out the terms and conditions on which we agree to act for you and contains details of our responsibilities together with your responsibilities to us, to insurers, and to other third-party providers. This is our standard client agreement upon which we intend to rely. This Terms of Business Agreement (TOBA) supersedes all previous versions issued. Your receipt of this document constitutes your informed consent to its contents and, by instructing us, you are accepting this TOBA.

Please contact us immediately if there is anything in this document which you do not understand or with which you disagree. In the interests of security, staff training, and general improvements to our service, please be aware that calls may be monitored and/or recorded.

Definitions

Commercial customer means a customer who is acting within their trade or profession in respect of the insurance cover requested or arranged.

Company, we, us, our means Vista (NW) Limited.

You, your means you as the client and/or your appointed agent.

Where **your** business is operated through an incorporated company, trust, limited liability partnership or partnership, **we** are entitled to assume that the recipient of this agreement has obtained authorisation or is otherwise entitled to consent to these terms on **your** behalf.

You will ensure that any of **your** group, holding, or subsidiary companies will act on the basis that it is a party to, and bound by this agreement, where it benefits from the services provided under it.

Who we are

Vista (NW) Limited is an appointed representative of Vista Insurance Brokers Limited whose registered address is:
Windmill Green
Industrious
24 Mount Street
2nd Floor Industrious
Manchester
M2 3NXOur telephone number is 01244 662025. Our general e-mail address is **info@vnwl.co.uk**

Who regulates us

Vista (NW) Limited is an appointed representative of Vista Insurance Brokers Limited. Who are authorised and regulated by the Financial Conduct Authority (FCA) Vista Insurance Brokers Limited FCA Firm Registration number is 717743.The FCA can be contacted on 0800 111 6768

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Our permitted business is:

- advising customers on non-investment insurance contracts
- arranging (bringing about) deals in non-investment insurance contracts.
- making arrangements with a view to transactions in non-investment insurance contracts
- dealing as agent in non-investment insurance contracts
- assisting in the administration and performance of a non-investment insurance contract
- credit broking.

Our services

As an independent insurance intermediary, we generally act as the agent of our client. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for, and owe duties of care to, other parties, including the insurer. We will advise you when these circumstances occur, so you will be aware of any possible conflict of interest.

We offer a wide range of products and services, which may include:

- offering you a single or range of products from which to choose a product that suits your insurance needs.
- advising you on your insurance needs
- arranging suitable insurance cover with insurers to meet your requirements.
- helping you with any subsequent changes to your insurance that you make
- providing all reasonable assistance with any claim you make.

In some cases, we may act for insurers under a delegated authority agreement and can enter into insurance policies and/or issue policy documentation on

their behalf. Where we act on behalf of the insurer, and not you, we will notify you accordingly. Notwithstanding this, we endeavor to always act in your best interests.

As an independent intermediary we offer a wide range of insurance products, and we have access to many leading insurance companies and the Lloyd's market. Depending on the type of cover you require, and where we have provided advice based on a personal recommendation, we will offer you a policy from either:

- a single insurer
- a limited range of insurers; or
- a fair analysis that is representative of the insurance market.

We will inform you which of these apply before we arrange your policy, and, where we have not undertaken a fair analysis of the market, we will provide you with a list of insurers considered.

Before the insurance contract is concluded and after we have assessed your demands and needs, we will provide you with advice and make a personal recommendation, unless we advise otherwise. This will include sufficient information to enable you to make an informed decision about the policy we have recommended, together with a quotation that will itemise any fees that are payable in addition to the premium. We will also include a statement of your demands and needs. You should read this carefully as it will explain the reason for making the recommendation we have made.

You should note that we do not offer advice regarding tax, accounting, regulatory or legal matters (which includes sanctions) and you should take advice separately should you feel the need to do so.

Remuneration and fees

In most cases we are paid by commission from the premium and paid by the insurer, but in some circumstances, we may charge you a fee instead of commission, or a combination of both. Where we charge a fee, this will not be liable for insurance premium tax or value added tax (insurance is a VAT-exempt industry).

There may be occasions when an additional fee is sought, for example on acquisition of another. company, any changes to the risk that require significant further advice and the placement of additional coverage, the provision of additional risk management services, increased administration on our part, or substantial involvement in any large, difficult, or complex claims.

We will advise you of the amount of any charge before you become liable for paying it.

If our calculations result in a refund to you of less than £25.00, we reserve the right to retain this due to the administration costs involved.

In addition to your fee and/or commission 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.

Where our relationship with you is on a 'fixed fee' basis, no administration costs will apply.

On top of premiums charged by Insurers we may, at our discretion, make a charge of £25.00 to cover administration costs and for other services such as mid-term adjustments, duplicate certificates, duplicate No Claims Bonus proofs, unpaid cheques and mid-term cancellations. You will be advised where such charges apply.

In addition to commission payments and/or client fees, we may receive remuneration by way of administrative fees or commissions for services provided to insurers, income derived from the arrangement of premium finance, income from claims management, and introducing your business to private finance or wealth management firms at your request.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

Duty of fair presentation

You must be sure that the information you have given to us to pass on to the insurers is a 'fair presentation' of the risk. This means that you must have clearly disclosed every material circumstance which you, your senior management, or persons responsible for arranging your insurance knows, or ought to know, following a reasonable search. A material circumstance is one which may influence an insurer's judgement over whether to take the risk, and, if so, on what terms. If you are in doubt as to whether a circumstance is material, then you should disclose it.

Furthermore, you must inform us if any of the information provided to us has changed. If it has, then you must tell us about the changes before we arrange cover. Your duty to notify material changes in risk applies when you purchase an insurance policy, throughout the life of the policy and when you renew that policy.

Please note that failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover, cancel or void the policy or reduce the amount of a claim payable. In some cases, your cover could be invalidated, which would mean that a claim

would not be paid. In some cases, you may not be entitled to a refund of premium.

Quotations

Unless otherwise agreed, any quotation given will normally remain valid for a period of 30 days from the date it is provided to you. We reserve the right to withdraw a quote in certain circumstances, for example where the insurer has altered their premium or terms for the insurance since the quotation was given, or if a claim/incident has occurred since the terms were offered.

Renewals

You will be provided with renewal terms in good time before the expiry of the policy, or notified that renewal is not being invited. Unless you advise otherwise, renewals are invited on the basis that there have been no changes in the risk or cover required, other than those specifically notified to us or your insurer (see section on 'Duty of fair presentation').

It is very important that you check the information provided at renewal to confirm it remains accurate and complete. If any of the information is incorrect, or if your circumstances have changed, you should contact us immediately so we can update your details. Failure to notify us or your insurer of any incorrect information or change in circumstances may lead to your policy being cancelled or your claim rejected or not fully paid.

Auto renewal

In certain circumstances where we offer auto renewal, we will notify you and give you the option to opt out of auto renewal when you purchase your policy or at any time during the policy period.

Mid-term transferred business

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current period of insurance for any loss arising from any errors or omissions or gaps in your insurance cover or advice not provided by us.

We will undertake a review of any historical policies other than those operative at the time of our appointment. If there are any outstanding claims associated with such policies, we will agree a fee with you to administer such claims.

Should you have any concerns in respect of a policy which has been transferred to us, or if you require an immediate review of your insurance arrangements,

you must notify us immediately. Otherwise, we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

Claims

You must immediately tell us about any claim or circumstance that may, or is likely to, give rise to a claim under your policy, in accordance with the conditions of your policy whether you believe you are liable or not. Failure to notify insurers promptly may entitle them to deny your claim. You should not admit liability, respond to any third-party correspondence or allegation or agree to any course of action, other than emergency measures carried out to minimise the loss, or in the interest of health and safety, until you have obtained agreement from your insurer. When you notify us of a claim you should provide us with details of all material facts concerning the claim. In some circumstances we may ask you to complete a claim form to establish the nature of any loss.

Your policy documentation will describe in detail the procedures and conditions in connection with making a claim. Where appropriate, and as set out in your policy documents, we will provide you with assistance in submitting a claim and in seeking to obtain reimbursement for you. We will make claims payments to you as soon as possible after they have been received on your behalf. However, if the insurer becomes insolvent or delays making settlement of a claim, we do not accept liability for any unpaid amounts.

If we no longer act as your appointed broker, we may continue to manage any outstanding or unreported claims subject to a claims management fee.

Cancellation clause

Your insurance contract may include a cancellation clause giving you the right to cancel your policy. If you decide to cancel your policy in accordance with any timeframe stipulated in your policy, and subject to not having made or initiated a claim, you may be entitled to a refund of premium paid. Please note our commission and, where appropriate, fees, are fully earned from the date the policy commences and will not be refundable. If you fail to pay your premium to us by the due date, we reserve the right to instruct insurers to cancel your policy.

Policy documents

You should review the policy documents carefully to ensure they accurately reflect the cover, conditions, limits, and other terms that you require. Particular attention should be paid to policy conditions and warranties as failure to comply with these could

invalidate your policy. Claims can arise under certain types of insurance contract long after the expiry of the policy. It is therefore important that you retain and keep safely all documents associated with your policy.

We reserve the right to retain certificates until all payments due under the policy have been made and cleared through our bank account. For certain types of insurance cover, we may ask you to sign a form granting us an authority to retain such documents until payments have cleared. However, in these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with all documents that you are required to have by law.

Documents will be issued to you using your preferred medium (email/post). If paper format documentation is preferred, this will be issued free of charge.

Your insurance cover is not in place until we have confirmed it to you in writing or we have issued evidence of cover to you.

Payment terms

Once your contract of insurance has been concluded, we will send you an invoice. You must pay the premium due in accordance with the payment dates specified in the invoice. Failure to meet the payment dates may lead insurers to cancel your policy. No payment shall be deemed to have been received until we have received cleared funds. Where insurers have specified that the premium must be received by a certain date, failure to comply can result in automatic termination of your insurance contract.

We shall be entitled (but not obliged) without providing notice to you to set off amounts due to us from you, against any amounts which we may receive on your behalf i.e., refunded premiums and other sums.

If you are a business we may at any time, without notice to you, set off any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether either liability arises under this agreement.

Premium finance

In arranging premium finance, we act as a credit broker to provide you with a premium finance facility which is designed solely for the purposes of facilitating a loan for repayment of insurance premiums. We will only provide you with information about this payment option on a non-advised basis from which you will need to make your own decision as to the suitability of this facility and whether you wish to proceed. Where we arrange premium finance on your behalf, we are remunerated for our assistance in putting this financing in place.

We can provide details of our remuneration on request.

When arranging premium finance, your premium finance provider may undertake an enquiry with credit reference agencies who will add details of the search and the application to their records about you, regardless of whether the application proceeds or not. Further details will be provided when an application for finance is made. Insurers' own credit facilities may also be available if appropriate.

Where you pay your premium by instalments and use a premium finance provider:

- if any direct debit or other payment due in respect of the credit agreement is not met when presented for payment; or,
- if you end the credit agreement,

we will be informed of such events by your premium finance provider.

If you do not make other arrangements with us or your premium finance provider to pay the insurance premiums, you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer.

If any money is owed to a premium finance provider under your credit agreement or if they have debited us with the amount outstanding, we will use any refund received to offset our costs and you will be responsible for paying any remaining time on risk charges and putting in place any alternative insurance and/or payment agreements you need.

We will notify you on a case-by-case basis where additional charges are made for premium finance.

Client money

Client money is money that we receive and hold on behalf of clients during the course of our dealing, such as premium payments, premium refunds and, where applicable, claims payments, such as where we make claims payments on behalf of the insurer. This money will be held as agent of the insurer under a risk transfer agreement. Where money is held as agent of the

insurer, this means that when we have received your cleared premium it is deemed to have been paid to the insurer. Refunds due to you will be paid when funds have cleared from the insurer.

Monies held under a risk transfer agreement will be held in an Insurer Premium Trust Account

In circumstances where we do not have a risk transfer agreement with insurers you will be asked to pay the insurer directly.

We will retain any interest earned on the account.

Insurer security

We make every effort to place your insurances with insurers that are financially sound, however we cannot guarantee the solvency of any insurer we place your insurances with. If you have any concerns regarding any insurer chosen to meet your insurance requirements, you should inform us as soon as possible and we will discuss them with you. You may be liable for the premium whether in full or part, for policies where a participating insurer becomes insolvent.

Termination of this TOBA

This agreement may be terminated by you or us by providing at least 7 days' notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to this TOBA unless we agree otherwise in writing. You will remain liable to pay for any transactions or adjustments initiated prior to the date of written termination of our authority to act on your behalf. Such transaction will be completed according to the terms of this agreement unless we agree otherwise in writing. We shall be entitled to retain all commission and/or fees payable in relation to insurance cover placed by us prior to the date of written termination of our authority to act on your behalf.

Where we continue to assist you with an insurance claim, we reserve the right to charge a fee for any ongoing assistance. The level of such fee will be agreed with you prior to any further work being undertaken.

Notwithstanding anything else contained in this agreement, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of any laws, regulations, or professional rules. In such circumstances we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Complaints

We are committed to providing you with a first-class service. However, if you have any reason to be dissatisfied with any aspect of our service, we want to hear from you. We will make every effort to settle any complaints quickly and fairly. All complaints can be made either verbally or in writing. In the first instance please get in touch with your usual contact at Vista

If you prefer to write to us, our address is:

Quality & Compliance
Vista Insurance Brokers Ltd
Windmill Green
Industrious
24 Mount Street
2nd Floor Industrious
Manchester
M2 3NX
Our telephone number is **0161 393 7111**.

Alternatively, you can email us at quality-compliance@vistainsurance.co.uk

Following our final decision on a complaint, if you are still not happy, you may have the right (subject to eligibility) to refer your complaint for an independent assessment, within the following six months. You would need to direct this to the Financial Ombudsman Service on 0800 023 4567. Further information can be found at financial-ombudsman.org.uk.

Full details of our complaint's procedure can be provided on request. Your insurer will also operate a complaints procedure, details of which will be found within your policy booklet or summary.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS) which deals with claims against FCA-regulated firms that are insolvent or no longer trading. You may be entitled, therefore, to compensation from the FSCS if we are unable to pay a valid claim made against us and we cannot meet our obligations. This depends on the type of service we have provided you with, the type of insurance we have placed on your behalf and the circumstances of the claim. Full details and further information on the scheme are available from the FSCS on 0207 892 7300 or at fscs.org.uk.

Confidentiality

Information provided by you may be held, processed, disclosed, or used by us, our professional advisers, and any associated companies in servicing our relationship with you. Unless you notify us otherwise, you agree to the storage, use and disclosure of such information. All the activities that we undertake on your behalf, as

described in this agreement, are provided for your exclusive use. All recommendations, proposals, reports, and any other information supplied to you in connection with these services are for your sole use and you agree not to make this information available to any third party without our express written permission. We reserve the right to take action to protect proprietary information.

We can only take instructions to effect a new policy, renew a policy or amend a new policy from the policyholder or their legal representative. It is important that you notify us about all persons who may act on your authority.

Telephone calls may be recorded for training and quality purposes.

General data protection regulation

Unless required by law, public interest, or you provide consent, all information you supply will be kept confidential to us and parties involved in the normal course of arranging and administering your insurance.

Providing you have given us your consent; we may use this information to notify you of other products and services we sell which we feel may be of interest or appropriate to you. We will contact you using your preferred method (e.g. email, post). You may exercise your right to request us to stop processing your data for marketing purposes at any time by contacting us.

Our address is:

Quality & Compliance
Vista Insurance Brokers Ltd
Windmill Green
Industrious
24 Mount Street
2nd Floor Industrious
Manchester
M2 3NX
Our telephone number is **0161 393 7111**.

Alternatively, you can email us at quality-compliance@vistainsurance.co.uk

We may pass your data to credit reference agencies/finance houses for the purpose of arranging premium payments for premium finance on your behalf. This may also include details of your payment record with ourselves. We may also pass your data to other companies for fraud detection and/or money laundering prevention.

Under the General Data Protection Regulation (GDPR) and UK Data Protection legislation individuals have the right to see personal information about them that we hold in our records, free of charge. If you wish to exercise this right or have any other relevant queries on how your personal information is processed, please contact us. You can also find our Privacy Notice on our website at: https://www.vnwl.co.uk/privacy-notice

A written version is available upon request. It is important that you take time to read this document carefully as it contains full details of the basis on which we will process your personal data such as collecting, using, sharing, transferring, and storing your information

It is also your obligation to ensure you show this notice to all parties related to any insurance arrangement.

If you have given us information about someone else, you are deemed to have their permission to do so.

Insurers pass information to the 'Claims and Underwriting Exchange Register', operated by Database Services Ltd, and the 'Motor Insurance Anti-Fraud and Theft Register' run by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on these registers.

Motor insurance details are also added to the 'Motor Insurance Database' (MID) operated by the Motor Insurers' Information Centre (MIIC) that has been formed to help identify uninsured drivers and may be searched by the Police to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, MIIC and the Motor Insurance Bureau to identify relevant policy information. Other insurance-related databases may also be added in the future.

Bribery and corruption

We have no tolerance for bribery and corruption and this policy extends throughout the company for all its dealing and transactions in all countries in which we operate.

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

- promising or giving of 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 of an advantage, financial or otherwise to act improperly; or
- bribing a public official to do, or reward them for doing, something improper.

Our financial crime policy is updated in line with changes in the law, changes in our business and our reputational demands. All employees are required to comply with this policy.

Money laundering

To comply with our obligations under the money laundering legislation and regulations in relation to the Proceeds of Crime Act, you agree to provide us with any such evidence and information about your identity and that of any associates as we might reasonably require.

Sanctions

Both parties shall pay due regard to, and co- operate in respect of the observance of, any applicable international economic, financial, or trade sanctions legislation.

Third parties

Unless otherwise agreed by us in writing, no term of this TOBA is enforceable under the Contracts (Rights of Third Parties) Act 1999.

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 set out below.

Limitation of liability

In the event of any breach of these terms and/or in the event of any representation, statement or 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.

Our total liability in relation to that claim shall be limited to £2,000,000 (two million pounds). Should you feel this is not sufficient for you or your business please contact us to discuss a higher limit of indemnity. If agreed, this will be set down in writing and form part of this TOBA.

Nothing in these terms excludes or limits our liability for death or personal injury caused by the Company's negligence, or for the Company's fraud, fraudulent misrepresentation, or breach of any 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 (however caused) which arise out of or in connection with the services we provide to you.

Professional indemnity

We exceed the minimum requirements in respect of Professional Indemnity Insurance as laid down by the Financial Conduct Authority.

Law and jurisdiction

This TOBA shall be governed by the laws of England and Wales and the parties agree irrevocably, that any legal action or proceedings shall be subject to the exclusive jurisdiction of the English courts.

Variation and assignment

No variation of this TOBA shall be valid or effective unless it is in writing. We may amend this TOBA by sending you either a notice of amendment in writing or a revised TOBA.

Notices

If notice is given to us under or in connection with this TOBA, except as expressly provided in this TOBA, it must be in writing and to our registered address. We are entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

Unexpected acts or events

Neither party will be in breach of this TOBA nor liable for delay in performing, or failure to perform, any of its obligations under this TOBA if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable.

Entire agreement

This TOBA constitutes the entire agreement and supersedes all previous agreements, understandings, and arrangements whether in writing or verbally in respect of its subject matter.