

Insurance Terms of Business Agreement

Who we are

Xbridge Limited is a company incorporated in England (company number 03967717 with its registered office at 6th Floor, 99 Gresham Street, London EC2V 7NG) which trades under the name, "Simply Business". Xbridge Limited is a wholly owned subsidiary of the Travelers Companies Inc. You can find out more about Simply Business at [simplybusiness.co.uk](https://www.simplybusiness.co.uk).

In this agreement, Simply Business is referred to as **we**, **us** and **our**.

Who regulates us

We are authorised and regulated by the Financial Conduct Authority (**FCA**). Our FCA register number is 313348.

These details may be confirmed by visiting the FCA's Financial Services Register at register.fca.org.uk.

Who you are

If you are a consumer, some of the terms in this agreement may not apply to you, or different terms may apply. We will make it clear if that is the case. The law defines a **consumer** as a person who is acting wholly or mainly for purposes unrelated to their trade, business or profession.

This agreement

This agreement sets out the services we will provide to you. It is important you read this agreement carefully as it sets out both your and our contractual and legal obligations in relation to the insurance arranged for you by us. In particular, we draw your attention to the following sections:

- *our service to you;*
- *your duty; and*
- *limitation/exclusion of liability.*

By asking us to arrange insurance, you are providing your consent to the terms of this agreement. If there is anything you do not understand, would like more information about or do not agree with, please contact us using the details in the **contact us** section below before we arrange your insurance.

Our service to you

As an insurance intermediary, we are responsible for arranging your insurance policy on behalf of an insurer or another insurance intermediary. We work with a limited number of insurers or insurance intermediaries, and this allows us to offer a portfolio of general insurance products. In certain cases, insurance products may only be provided by a single insurer or insurance intermediary. A full list of the insurers and insurance intermediaries we work with is available at [simplybusiness.co.uk/insurance/insurers](https://www.simplybusiness.co.uk/insurance/insurers).

We will explain the main features and benefits of the insurance products that we offer including:

- *who the insurance provider is;*
- *the key features of the insurance cover (including key benefits, price, and the right to cancel);*
- *significant or unusual limitations or exclusions;*
- *significant conditions or obligations which you must meet; and*
- *the period of cover.*

You will not receive advice or a recommendation from us although we may ask some questions to narrow down the selection of insurance products that we will provide information on. We will provide you with a record of your selections for your information. As we provide information only, you will then need to make your own choice about how to proceed.

If your requirements are unusual or non-standard, or you have specific circumstances, we may arrange "Tailored Cover" and refer you to Powerplace Insurance Services Limited (with FCA number: 500269), or an independent intermediary selected by us. They will be able to offer insurance products from a limited number of insurers who provide non-standard or specialist insurance products. This may be the case, for example, where you require property insurance, but your premises are of unusual construction, or where you require insurance for multiple properties.

We will also remind you when your insurance product is due for renewal. Please see the **renewals** section for further information.

All money that we receive – such as insurance premiums or return premiums, is held on behalf of your insurer or another insurance intermediary, under a risk transfer agreement. This means that any premiums we receive from you are treated as having been received by the insurer. Where the agreement extends to premium refunds and/or claims, these will be treated as received by you only when they are actually paid to you.

We do not provide any guarantees to you in relation to the solvency of the insurers we work with.

Your duty

You have a legal obligation to disclose information relating to risk accurately and completely to us. This duty of disclosure is different if you are a consumer to the duty imposed if you are not a consumer. In both cases this duty arises before any insurance policy is entered into and when any changes are made to it. This includes when your insurance is renewed. If there are changes which affect the risk, you must notify us.

Your duty if you are a consumer

You must take reasonable care to not make a misrepresentation to the insurer. This means that you must take reasonable care in answering all questions we or the insurers ask you honestly, and to the best of your knowledge and belief. If you do not do so, the terms of your insurance may be amended, claims may not be fully paid and / or your insurance may be cancelled and you may not be entitled to a refund.

If you become aware that information that you have supplied to us was incorrect or incomplete, please contact us as soon as possible using the details in the **contact us** section below.

This duty arises before any insurance policy is entered into and when any changes are made to it. This includes when your insurance is renewed.

Your duty if you are not a consumer

You must make a fair presentation of the risk that you are seeking to insure. This means that you must:

- *disclose to us any material information in relation to the risk that you know or ought to know. This includes knowledge of your senior management, your insurance team, and your agents, and which would have reasonably been revealed following a reasonable search; and*
- *disclose sufficient information to put us on notice that we need to make further enquiries in order for us to collect all material information.*

Material information is anything that might influence us or the insurer in determining whether to accept a risk and the appropriate premium and terms and conditions. If you are not sure if something would constitute material information, we recommend that you let us know. If you fail to comply with this duty or you misrepresent any of the circumstances, this could result in:

- *your insurance being avoided so that you would be deemed to have never had insurance in place;*
- *the terms of your insurance being amended; or*
- *you may be paid such proportion of your claim, as the amount of premium charged bears to the amount of premium which would have been charged had you not made the misrepresentation.*

Limitation/exclusion of liability

Your attention is specifically drawn to this section which limits or excludes our liability to you.

Nothing in this section will in any way limit or exclude our liability for death or personal injury caused by our negligence, or for loss caused by fraud or fraudulent misrepresentation or breach of any regulatory obligations owed by us to you. In addition, if you are a consumer, then our liability for losses which result from us not performing our services with reasonable care and skill will also be unlimited.

Other than stated above, and taking into account the exceptions set out below, our total aggregate liability to you under or in connection with this agreement will be limited to the following:

- *If you are a consumer, to £5,000,000; and*
- *If you are not a consumer, to £10,000,000.*

Exceptions: please note that we will not be liable to you for any loss of profits, revenue, business or anticipated savings, any loss of, or damage, to goodwill and/or any loss or damage arising out of or in connection with this agreement which is not a reasonably foreseeable consequence of our breach.

How we are paid

We are paid a commission by insurers or intermediaries which is calculated as a percentage of your insurance premium. Where we meet specific targets or provide additional services to insurers or intermediaries, we may also receive additional remuneration from them. The nature of this remuneration will depend on the individual arrangement with the insurer or insurance intermediary, this can take the form of a share of profits or a one off payment. If you purchase your insurance using premium finance, we receive a share of the interest that is paid to the premium finance provider. Sales consultants may also be awarded a bonus payment from us for meeting performance targets.

You are entitled, at any time, to request information regarding payments which we may receive as a result of placing your insurance business. Please contact us using the details in the **contact us** section below if you would like such information. Prior to the conclusion of each insurance policy, or upon renewal, we will remind you of your right to be advised of the remuneration we receive.

Fees

We will charge you a fee in the following circumstances:

Description	Fee (£)
Cancellation of your insurance outside your cooling-off period (note: further information on where this fee would apply is provided throughout this agreement. For the meaning of cooling-off period, see cancelling your insurance below)	15.00
Changes to your insurance requested by you which affect the risk insured	15.00
Provision of hard copy insurance documents	No charge
Payment by credit card	No charge

Insurance documentation

We will email you all necessary documentation required to evidence any insurance we arrange for you. It is important that you keep us updated if your email address changes so that we can communicate with you.

Please read this documentation carefully as it sets out the terms on which your insurance will be provided to you. If anything is incorrect or not clear, please contact us promptly using the details in the **contact us** section below.

Quotations

Quotations are valid until the date that cover is due to start up to a maximum of 30 days, unless otherwise stated.

Payment of your premium

You may pay your premium in any of the following ways:

- *paying the annual premium in full by credit or debit card; or*
- *paying in monthly instalments by direct debit; or*
- *paying the annual premium in full by BACS.*

If you pay in monthly instalments by direct debit, interest will be charged on your premium and you will be required to enter into an agreement with a premium credit provider (which is currently Premium Credit Limited) arranged by Simply Business in our capacity as

a credit broker. Premium Credit Limited provide finance for your Simply Business insurance policy. We will need to share your name, risk address, email address, and other information with Premium Credit Limited to enable them to carry out anti-money-laundering, credit underwriting, and creditworthiness checks and determine affordability. You acknowledge that details of the search will appear on your credit file. Credit is available to over 18s and UK residents, and is subject to further terms and conditions. **Your policy may be cancelled if you do not keep up your direct debit payments** and a fee for cancelling your insurance may be charged (see **fees** above for further information).

We may accept payment through a continuous payment authority. This is a series of payments taken from your debit or credit card by us, using the card details you have provided. If you want to cancel the continuous payment authority, you can contact us or the card issuer. We recommend that you contact us so that you can make alternative arrangements to pay for your insurance cover, which will give you the certainty as to whether you are insured.

Changes to your insurance

Changes by you

If you need to make changes to your insurance please contact us using the details in the **contact us** section below. Any changes will be subject to acceptance by your insurer and you may be required to pay additional premium and a fee for changes to your insurance requested by you (see **fees** above for further information). Should the change you wish to make require a change of insurer, a cancellation fee will also be payable (see **fees** above for further information).

Any changes to circumstances relevant to the insurance should be promptly notified to us. Some common examples are: a change to the sum insured (property, location of work etc.), changes in address, and changes in the number of employees if you have employers' liability insurance.

Changes by us

In some cases we may need to make changes to your insurance. This could require us to cancel your existing insurance and provide a new policy, which may be underwritten by a different insurer. We will notify you prior to any change of insurer and advise you of any change in the policy terms. You must then advise us if you would like us to proceed, or would prefer for the insurance policy to be cancelled entirely.

cancelling your insurance

Your right to cancel

You may cancel your insurance at any time by contacting us using the details in the **contact us** section below. By exercising your right to cancel the policy, you are withdrawing from the policy and the policy is terminated. You will receive any refund owing to you within 30 days of us receiving your notification to cancel.

Cancelling your policy within the cooling-off period

You can cancel your policy within 14 days from the later of: the day of purchase, or renewal of your policy; or the day on which you receive your insurance documentation. This 14-day period is referred to as the **cooling-off** period throughout this agreement. There is no cancellation fee payable if the notification to cancel is received by us within the **cooling-off** period.

If your insurance is yet to commence, you will be entitled to a refund of the premium you have paid. If it has commenced and you haven't made a claim or there hasn't been an incident which could give rise to a claim, you will receive a refund of the policy premium paid minus a proportionate deduction for the time you were covered. Any refund received will be in line with the terms and conditions of your insurance policy and, if applicable, the terms of any premium credit finance which you have used to fund the policy. If your policy is a short-term policy (one month or less), you will not qualify for a cooling-off period.

Cancelling your policy after the cooling-off period

If you cancel your policy after the **cooling-off** period and you haven't made a claim, (or there hasn't been an incident which could give rise to a claim), you will receive a proportionate refund of the premium you have paid, in relation to the remainder of the term of your insurance. Any refund received will be in line with the terms and conditions of your insurance policy and, if applicable, the terms of any premium credit finance which you have used to fund the policy. We will charge you a fee for cancelling your insurance (see **fees** above) which we will deduct from the refund due to you. You will not receive a refund if:

- *you have made a claim;*
- *there has been an incident which could give rise to a claim; and/or*
- *your policy is a short-term policy (one month or less).*

Our right to cancel

We may cancel your insurance if you pay by direct debit and you default on any payment. You may also be charged a fee for cancelling your insurance (see **fees** above).

Renewals

We want to make it simple for you to renew should you wish to. We will email you 21 days prior to your policy expiring on the email address that you have provided to us with a quote to renew your insurance cover for a further year. To ensure that you receive our email, please make sure that you let us know of any changes to your email address by contacting us in accordance with the **contact us** section below.

Automatic renewals

We will automatically renew your policy if:

- *you have a standard policy (note that if your policy states that you have a Tailored Cover insurance policy, then we cannot automatically renew it – you will need to contact us to renew your policy);*
- *the insurer of your policy will remain the same after the policy renews unless your insurer can no longer provide your cover;*
- *you have paid for your current policy by debit or credit card; and*
- *you have not instructed us to do otherwise.*

In certain circumstances, we may not be able to provide you with a renewal quote from your expiring insurer and we will inform you in due time should this be the case. If possible we will provide you with a quote from an alternative insurer. We will provide you with the relevant details of the new insurer in our renewal email and advise you of any resulting changes in the policy terms. You must then advise us if you would prefer for the insurance policy to expire. You agree that we may share your personal data with any new provider for this purpose.

If we automatically renew your policy, we will use your original payment method.

Payments on renewal

If you have paid for your current policy by cheque, please note that we can no longer accept this payment method. We will contact you with regards to your new preferred payment method.

How to make a claim

The insurance providers we work with have appointed Cunningham Lindsey, who provide claims management and loss adjusting services, to handle claims in relation to all insurance policies that we arrange in connection with this agreement. Cunningham Lindsey has set up a dedicated team for this purpose, which is called the Simply Business Claims Team. You must notify all claims and any circumstances that may give rise to a claim under your insurance policy to the Simply Business Claims Team at Cunningham Lindsey using one of the following methods:

- *by phone: 0333 207 0560 (24 hours)*
- *by email: simplybusiness@cl-uk.com*
- *online: simplybusiness.co.uk/insurance-claims*
- *by post: Simply Business Claims Team, 16 Park Place, Cardiff, South Glamorgan, Wales, CF10 3DQ*

You should not admit liability without contacting the Simply Business Claims Team at Cunningham Lindsey to discuss. You should use one of the methods shown above to do this.

Your personal information

We are a data controller of any personal information you provide to us or that we collect about you. We are registered as a data controller with the UK Information Commissioner's Office (ico.org.uk) under registration number Z6948126.

We agree to take appropriate technical and organisational measures against unauthorised or unlawful processing of your personal data, and against accidental loss, destruction or damage to such personal data. We will follow your lawful and reasonable instructions in processing such personal data, provided that we are able to use the personal data to fulfil this contract.

You must ensure that you keep secure any usernames and passwords or other access tools to the secure area of our website and to any policy documents or other data in connection with your policy. You must contact us immediately if you become aware or suspect that some or all usernames, passwords and other access tools are known by any person other than you. This is so that we can take appropriate action to prevent the misuse of such information. We reserve the right to suspend access to digital content if we suspect access details have been shared with a third party, pending investigation.

We will share your personal information with insurers, claims management and other service providers, credit reference agencies, fraud sharing databases, other partners, and with companies within our group, in order to provide our services to you. For more information about how we will use your personal information, please refer to our privacy policy at simplybusiness.co.uk/privacy-policy.

Cookies are small pieces of data that our website saves on your computer when you've visited. Cookies allow our website to respond to you individually by gathering and remembering information about your preferences. To learn more about our use of cookies please view our Cookie Policy at simplybusiness.co.uk/legal/cookies.

Termination

You are entitled to cancel this agreement (by contacting us in accordance with the **contact us** section) within 14 days of entering into this agreement with us with immediate effect, without penalty, and without giving any reason to us. If the 14-day period has passed, either you or we can terminate this agreement on 14 days' notice to the other. All notices should be made in writing and clearly state whether they seek to terminate this agreement only, or both this agreement and the insurance policy. In addition, should your insurance policy be rendered illegal or at risk of being rendered illegal by global sanctions and cancelled as a result, then this agreement will be terminated automatically with immediate effect.

Once this agreement has terminated, we will not be obliged to provide further services/assistance with respect of insurance policies already in place (except in relation to those services for which we have already received fees from you) and we shall not charge you any further fees in respect of those policies. We will, however, continue to fulfil all of our outstanding applicable legal and regulatory responsibilities and will inform the insurance provider of the fact that this agreement has terminated. Where either of us terminates this agreement, the implications on you and your insurance policy will be clearly communicated to you.

To find out the consequences of cancelling your insurance policy, please see the section **cancelling your insurance** above.

Complaints

Our focus is on getting you the right cover, maintaining a good relationship with you, and treating you fairly. If something does go wrong, we work hard to make it right as quickly as possible.

If you would like to lodge a complaint, you can do so:

- *online: using our online contact form*
- *by post: Complaints Simply Business, Sol House, 29 St Katherine's Street, Northampton, NN1 2QZ*
- *by phone: 0333 014 6683*

Usually we deal with complaints ourselves, but sometimes we'll need to pass them onto your insurer. We will let you know when we do this. We will make sure the full details of your complaint are passed to the insurer, in order to respond within 3 business days of the insurer receiving the complaint. Where we are dealing with your complaint, we will acknowledge your complaint, investigate it, and respond as quickly as possible, and we or your insurer will, as a minimum, acknowledge your complaint within 3 business days.

If you do not agree with our decision in relation to your complaint, or we do not give you a final response within 8 weeks of receipt of your complaint, you may be entitled to refer it to the Financial Ombudsman Service (FOS), the independent service that settles complaints made in respect of financial services. FOS will only look at your complaint after we have given you our final decision but in most cases we can solve the problem before it gets to this stage. Further details of the FOS are available here: [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk).

You can contact the FOS:

- *by email: complaint.info@financial-ombudsman.org.uk*
- *by post: Financial Ombudsman Service Exchange, Tower Harbour, Exchange Square, London E14 9GE*
- *by phone: 0300 123 9123*

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. If you are not a consumer, your entitlement to compensation will depend 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. 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 is available from the FSCS [fscs.org.uk](https://www.fscs.org.uk) or by calling 0800 678 1100 or +44(0)20 7741 4100 from abroad.

Contact us

You can contact us at any time in any one of the following ways:

- *online: [simplybusiness.co.uk/support](https://www.simplybusiness.co.uk/support)*
- *by phone: 0333 014 6683*
- *by post: Simply Business, Sol House, 29 Katherine's Street, Northampton NN1 2QZ*
- *by email: contact@simplybusiness.co.uk*

If you need to make a claim or a complaint, please refer to the section on how to make a **claim** and **complaints**, as appropriate.

Law and jurisdiction

This Agreement, and any claims and disputes arising out of or in connection with it (including non-contractual claims and disputes), shall be governed and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

**If you have any
questions please
contact us.**