Terms of Business

Accepting our Terms of Business

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you when arranging and administering insurance products and related goods/services and contains details of our respective responsibilities. By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. This document will supersede any Terms of Business previously in force. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

References to "We" and "Us" means Aldermont Group Limited.

References to "Principal Firm" means Brown & Brown Health and Employee Benefits Limited.

References to "You" means the insured and/or their appointed agent.

The Financial Conduct Authority

Our Principal Firm is an Insurance Intermediary authorised and regulated by the Financial Conduct Authority ("FCA") with FCA Register number 312878, and acting as their appointed representative we are permitted to arrange, advise, deal as agent, make arrangements, and assist in the administration and performance of general insurance contracts and pure protection contracts. You can check this on the FCA's register by visiting the FCA website https://register.fca.org.uk/ or by contacting the FCA on 0800 111 6768.

Our Service

We offer a wide range of insurance products and through our Principal Firm have access to numerous insurers in the marketplace. When we arrange your insurance, we'll inform you of the nature of the service we provide. This will be one of the following:

(a) a personal recommendation to buy a policy (or policies), on the basis of a fair and personal analysis of the market
(b) a personal recommendation to buy a policy (or policies) we select from one or more insurance undertakings (not on the basis of a fair and personal analysis of the market) in which case we will provide the names of those insurance undertakings
(c) information only about a policy from one or more insurance undertakings without giving you advice or a personal recommendation, in which case we will provide the names of those insurance undertakings

We are not under a contractual obligation to conduct insurance distribution exclusively with any insurers.

Unless we tell you otherwise, we act on your behalf in sourcing and placing and administering your insurance and in the event of claims.

Where we act on behalf of the insurer under a delegated authority agreement whereby, we are able to quote or issue policy documentation or settle claims or handle complaints on their behalf we will let you know in writing.

If we use the services of another intermediary to place your insurance, we will advise you of the name of the intermediary we used and the name of the ultimate insurer.

Requests for cover or changes to your insurance are not effective until they are confirmed by us.

Conflicts of Interest

Our Principal Firm is part of Brown & Brown Europe which comprises a number of insurance intermediaries. You can find details of these at www.bbrown.com/eu. We may sometimes approach other Brown & Brown Europe companies to provide quotes and may recommend their products if they are assessed to meet your needs. We will tell you if this is the case. All Brown & Brown Europe firms involved in a placement may be remunerated.

Neither us or any other firms within Brown & Brown Europe have any direct or indirect shareholdings in any insurers.

It is our aim to avoid any potential or actual conflicts of interest in our dealing with you, however, if a conflict does arise, we will advise you of this in writing. This agreement will not prevent us from acting for other clients who may be competitors of yours. In the event that we identify such a conflict of interest in our providing any services to you we will notify you as soon as reasonably practicable and where we are able to do so, agree how to continue to provide the services.

Nothing in this agreement overrides or discharges our duty to place your interests before all other considerations nor shall this agreement override any legal or regulatory requirements which may apply to us prevailing from time to time regarding your insurance or reinsurance business or the handling of claims.

Complaints

It is our policy to promote the highest standard of service for our clients. We endeavour to ensure that all complaints are resolved satisfactorily and in a timely manner. If you have a complaint about our provision of insurance products and services you may contact the member of our staff with whom you normally deal. Alternatively, you may contact our Principal Firm in writing or by phone at the details below:

Compliance Team, Brown & Brown Health and Employee Benefits Limited, Suite 11, Business First Business Centre, Davyfield Road, Blackburn, BB1 2QY
Tel: 01327 353911
Email: compliance.BBHEB@bbrown.com

You may make your complaint either orally or in writing. Our Principal Firm will acknowledge receipt of your complaint promptly in writing and give you a response at the time if they can. If following receipt of the final response or after eight weeks they have not yet provided you with a final response, if you are an eligible complainant, you have the right to refer your complaint to the Financial Ombudsman Service (FOS) at Exchange Tower, London. E14 9SR Tel: 0800 023 4567. Further information is available on their website (www.financial-ombudsman.org.uk).

Who is an Eligible Complainant?

- Any private individual
- A micro-enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.
- A small business which has an annual turnover of less than £6.5 million and employs fewer than 50 employees or has a balance sheet total of less than £5 million
- A charity which has an annual income of less than £6.5 million
- A trustee of a trust which has a net asset value of less than £5 million
- An individual who has given a guarantee or security in respect of an obligation or liability of a small business

If your policy is placed with a Lloyd's Syndicate and you wish to ask Lloyd's to investigate your complaint you may do so by contacting: Complaints Team at Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN; complaints@lloyds.com; 020 7327 5693; www.lloyds.com/complaints

Compensation

Our Principal Firm is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if together jointly, we cannot meet our obligations. Insurance advising and arranging is covered by the FSCS for 100% of your claim if it relates to compulsory insurance. For other cases, it is covered for 90% of the claim, with no upper limit. The FSCS does not cover reinsurance, marine, aviation or transport business or credit insurance.

Further information about compensation scheme arrangements is available from the FSCS, via their website, www.fscs.org.uk or calling them on 0800 678 1100.

Our Remuneration

We usually receive a commission from the insurer which is expressed as a percentage of the annual premium you pay. Commission will be taken by us on receipt of cleared funds from you or when the insurer has received the cleared funds from us depending on the arrangement in place with each insurer.

We may charge you other fees in place of, or in addition to, the commission we earn from insurers. We will advise you of any such fees before you take the policy out. All fees and commission we receive from insurers will be confirmed in writing to you before you take the policy out.

Additionally, we also receive remuneration in certain circumstances as set out below:

- Some insurers may make additional payments to us for work we undertake on their behalf.
- Brown & Brown Europe may receive a payment from certain insurers based on meeting agreed criteria across Brown & Brown Europe. We may receive a proportion of any such payment
- Brown & Brown Europe may sometimes be paid Fees for Services. This is a payment made by an insurer in return for the provision of services over and above those covered by the commission paid.
- Brown & Brown Europe may sometimes be paid Insurance Service Brokerage (ISB). This is a payment made by an insurer in return for the provision of services to support the development and administration of the insurer's insurance business where no commission is paid.
- Where you purchase non-insurance products from us, we may earn a fee from the supplier which is usually a percentage of the purchase price.

You can ask us at any time for full details of the income earned by us in handling your insurance.

Credit Searches

Credit searches may be undertaken in connection with the provision of your insurance for example by Insurers when providing a quote and premium finance providers when seeking payment via direct debit. Any such credit search will appear on your credit report whether or not you take out or renew a contract.

Handling Money

We are not authorised to, and do not hold client money in any way.

Payment of Premiums

Unless we have agreed an alternative method for you to pay your premium, you must pay your premiums on or prior to inception of the policy or within the timescale specified in the debit note we send you. Failure to pay premiums by the date specified may lead to cancellation of your insurances by insurers. In addition, where a premium payment warranty applies failure to pay the premiums in accordance with the warranty will result in the automatic suspension of your policies until payment is made even if the insurer chooses not to issue notice of cancellation of your insurances. The insurer will not be liable for any loss suffered during any period of suspension.

You may be able to spread your payment using a premium finance scheme through the relevant insurer.

We will always contact you in good time before renewal to provide renewal terms. It is important that if you do not wish to renew that you inform us as soon as possible. When the payment for the contract you have undertaken is by instalments (e.g. by direct debit), some policies may be renewed automatically if you have not contacted us to confirm that you no longer require such insurance.

Market security

Our Principal Firm checks the financial strength ratings of the insurers with whom we place your business using specialist rating agencies. We do not assess or guarantee the solvency of any insurer at any time during the contract period. If an insurer who has granted risk transfer to us becomes insolvent, any related premiums we hold for that insurer are deemed to have been paid to them and will not be returnable to you. In the event of any insurer's insolvency, you may still have a liability to pay the premium. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from a participating insurer who becomes insolvent or delays settlement. You will also additionally have the responsibility for payment of premiums if you require replacement security.

Financial Crime

We may ask you for evidence of your identity at the start of our business relationship. In the absence of such evidence, we may be unable to act for you. This is to help us to meet our obligations under anti-money laundering regulations. We observe sanctions legislation in the territories in which we operate. We will use information about you and others named on your policy to check information against UK and other sanction lists. We comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice, or conduct which would constitute an offence.

Your Responsibilities

It is your responsibility to ensure that any proposal forms or any other applications that we complete on your behalf are accurate and complete. You must also review confirmation of cover/policy documents supplied by us to you to ensure that they accurately reflect your requirements. If we have provided your documents electronically you can ask us for a paper copy. Particular attention should be paid to policy conditions, claims conditions and/or warranties (if applicable) as failure to comply may reduce or invalidate your cover. Should there be any discrepancies, you must notify us immediately.

It is your responsibility to ensure that all sums insured, and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits, we cannot accept responsibility for their accuracy.

Duty of Disclosure - Consumers

If you are a consumer insured (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business, or profession) you have a duty to take reasonable care to answer the insurer's questions fully and accurately and to ensure that any information that you volunteer is not misleading.

This duty exists before your cover is placed, when it is renewed and any time that it is varied, and your policy wording may provide that it continues for the duration of the policy. If you do not do this, your insurer may be able to impose different terms on your cover, may charge you a higher premium or, in some circumstances, may be able to avoid your policy from inception and any claims under it would not be paid.

Fair Presentation – Commercial Customers

If you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business, or profession) the business has a duty to make a fair presentation of the risk to the insurer. This entails disclosing to the insurer every material circumstance which you know or ought to know. You should conduct a reasonable search to ascertain all material facts within your organisation, making enquiries of senior management and other relevant individuals where necessary.

You must make accessible to us members of your senior management (or the most appropriate persons) to provide accurate, complete, and timely information to enable us to fulfil our obligations to make a fair presentation of your risk to insurers.

The disclosure should be made in a clear and accessible way.

This duty to make a fair presentation applies before your cover is placed, when it is renewed and any time that it is varied. Your policy wording may also provide that this duty continues for the duration of the policy.

A circumstance is material if it would influence an insurer's judgment in determining whether to accept the risk, or the terms of the insurance (including premium). If you are in any doubt whether a circumstance is material, we recommend that it should be disclosed.

Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In some circumstances an insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

Failure to Disclose a Material Fact

Insurers have differing remedies depending upon the nature of the non-disclosure and what would have happened had you fairly presented the risk:

Deliberate or reckless presentation of the risk: Insurers are entitled to avoid the policy and retain all premiums

Failure to present the risk fairly but this was not deliberate or reckless: This depends on how the insurers would have dealt with the policy had the risk been fairly presented. If they can demonstrate that they would have not provided the policy, they are entitled to avoid the policy and no claims would be payable. You would be entitled to a refund of the premium. If insurers would have provided the policy but on different terms, those terms will be applied to the policy from inception. If insurers would have provided the policy and charged an increased premium, claim settlements could be reduced by the proportion of the increased premium.

Warranties and Conditions Precedent

A warranty is a term in an insurance contract which must be strictly complied with. In the event that a warranty is breached, the insurer's liability may be suspended until the breach is rectified. Cover is reinstated once the breach is rectified, however, insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension.

Where a warranty or other term has been breached insurers may still be liable to pay claims occurring during the breach period, provided the insured can prove that the breach did not increase the risk of the loss which actually occurred, and the provision breached does not define the risk as a whole.

Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of the policy or to the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the Insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'conditions precedent'.

It is very important that you read the full policy carefully and, if you are unsure of, or are unable to comply with, any provisions, please contact us immediately.

Fraud

Insurers will be entitled to terminate the policy from the date of the fraudulent claim or act, but must still cover claims arising from incidents occurring before the fraudulent act.

Contracting Out

Insurers may contract out of certain clauses of the Insurance Act 2015 (other than basis of contract clauses). We will advise you where they have contracted out of any clauses.

Use of Personal Data

We are committed to protecting your personal information. We will use personal information about you fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in our Privacy Notice at https://www.aldermont.co.uk/wp-content/uploads/2025/03/Aldermont-Group-Ltd-Privacy-Statement-V2-01.10.24.pdf
which specifies the information we may collect on you and from whom, how and why we use this information, how we may share and disclose the information and the retention of your data. In some instances, we may need to seek your consent before processing such data. We will always make it clear to you when and why we are seeking your consent. A hard copy of the Privacy Notice is available on request.

If you already hold a policy with us and have not chosen to opt out of e-marketing, then you will be on our e-marketing list. You can choose to opt out at any time by contacting us to update your marketing preferences. Additionally, any e-marketing that you receive from us will include a clear opt out option.

You have a number of rights (including the right of access to see personal information about you that is held in our records) and these are detailed in the Privacy Policy, but for any questions or concerns relating to the Privacy Policy or our data protection practices, or to make a subject access request, please contact us at:

Aldermont Group Limited, Zenith House, Office 38, Highlands Road, Solihull, B90 4PD..

We are registered with the Information Commissioner's Office (ICO) – you can check this at www.ico.org.uk.

Instructions to incept or renew a policy can only be taken for the policyholder. If you wish to nominate someone to give instructions on your behalf in respect of mid-term adjustments to an existing policy – we require prior notice in writing.

For security, training and audit purposes calls to and from our offices may be recorded.

Cancellation and Transfer of Policies

We will advise you whether you have the right to cancel the policy and the conditions for exercising these rights prior to conclusion of any insurance policy. Full details of cancellation rights, notice periods and premium implications can be found in your policy document. Notice of cancellation of any statutory cover for which a certificate has been delivered must be in accordance with the conditions stated in your policy document.

The services that we provide in return for commission are not diminished in the event that a policy is cancelled. Where a policy is declared void by the insurer or cancelled by either party, other than during any cooling off period, we will retain any fees and commission for the full policy period. If we cancel a policy due to non-payment, we reserve the right to recover any discounts allowed by us during the term of your policy after cancellation.

Should you transfer your policy to the control of another broker during the currency of the policy, we will retain and/or be entitled to demand any commission and/or fees charged/chargeable for the full policy period.

Should you transfer your policy to us from the control of another broker during the currency of the policy, we will not be responsible for the payment of any outstanding premium due to an insurer prior to a policy transfer to us. Furthermore, we will not be responsible for any shortfall in any return premium due to you for transactions processed by another prior to a policy transfer to us.

When we are appointed to administer policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in the insurance cover or advice not supplied by us. If you have any concerns in respect of a policy which has been transferred to us, you should immediately notify us.

Claims

Claims are generally handled directly by insurers. We will give you reasonable guidance to help you make a claim under your policy, however, we will not become involved in the claims process in any other way, and will not be involved in the payment of claims.

Our Liability to you

Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurances as acceptance of the limitation of our liability to you, and/or to any other person with an interest in your insurances. Our entire liability in contract, tort (including without limitation negligence) or otherwise will be strictly limited to £10million in respect of all aggregated claims brought by you in respect of the services provided by us, save that the following is wholly excluded:

- loss of profits;
- loss of sale or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of use or corruption of software, data, or information;
- loss of or damage to goodwill; and/or
- indirect or consequential loss.

Our limit of liability detailed above relates to all and any claims brought against us, save for those claims made related to the following:

- resulting from our breach of the FCA's rules; or
- resulting from our fraudulent acts or any of our acts which are deliberately contrary to our agreement with you; or
- in relation to any liability for death or personal injury resulting from our negligence; or
- in relation to any liability which cannot lawfully be excluded or limited

Governing law and language

The relationship between us as broker and you as customer is governed by English Law. If there is a dispute which cannot be resolved under our complaints procedure, it will only be dealt with in the courts of England and Wales.

These terms of business are supplied only in the English language and all communications for the duration of our appointment will be in the English language unless, if you are a customer in a European Economic Area state other than the United Kingdom, you require otherwise.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected

Rights of third parties

No provision of these Terms of Business will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than you or us.

Termination of the Agreement

This agreement may be terminated at any time by mutual consent or by the other party giving 14 days' notice in writing.

Entire Agreement

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