

Terms of Business.

This Terms of Business Agreement sets out the basis on which Blackford & Company Insurance Brokers Limited/ManxCover, referred to as 'We', 'Us', 'Our', will provide services to 'You' as a consumer client or commercial client of the firm (non-consumer). Please contact Us immediately on 01624 832042 if there is anything in these terms of business which You do not understand or with which You disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

You are deemed to have accepted these terms of business unless you advise us otherwise within 7 days of receipt.

Status / Advice

Blackford & Company Insurance Brokers Ltd are registered with the Isle of Man Financial Services Authority as an insurance intermediary in respect of general business. You can check our details by going to www.iomfsa.im under 'Registry search'. Blackford & Company represent a panel of Insurers for multiple insurance products and hold administration authority for a range of Manxcover insurance products as outlined below:

Insurance Product	Services provided from	Insurance Product	Services provided from:
Personal Home Insurance	A limited range of insurers	Unoccupied Property Insurance	A limited range of insurers
Personal Car Insurance	A limited range of insurers	Holiday Home Insurance	A limited range of insurers
Landlords / property owners Insurance	A limited range of insurers	Manxcover Home Insurance	A single insurer
Marine Insurance	A single insurer	Manxcover Car Insurance	A single insurer
Professional Indemnity	A limited range of insurers	Manxcover Van Insurance	A single insurer
Tradesman Liability	A limited range of insurers	Manxcover Landlords Insurance	A single insurer
Business insurance	A limited range of insurers		

Blackford & Company undertake to comply with the Isle of Man statutes for the selling of general & commercial insurance. We do not provide Legal advice or Trustee or Nominee Services or advise on the adequacy of sums insured for buildings, property, contents, jewellery, loss of profits, motor vehicles and the like. Once insurance arrangements have been agreed and set up, following Your instructions, no further advice will automatically be given. However, we will be glad to advise you and provide reviews at any time upon your request.

Reviews / Pricing / Under Insurance

It is recommended that you take time to review your insurance on a regular basis and at least when you receive your renewal invitation documents, to make sure that rebuilding cover and replacement value are correct, as underinsurance may affect any settlement value of a claim made. We do not re-quote our policies against the market but review our prices regularly to keep them as competitive as possible. The internet offers alternatives policies & prices but please compare on a like for like basis so you don't make a mistake when searching or buying cover — If in doubt call us to discuss.

Proposal Form Completion / Statement Of Facts

Your attention is drawn to the importance of the declaration & signature section on the Insurer's proposal forms. Please read this section very carefully to make sure that you understand the implications fully, before signing. If forms are computer completed or not in Your own handwriting then please make absolutely sure that they are correct before You sign the declaration. Some insurers use statement of fact proposal forms that do not require signing — if this is the case then make absolutely sure that the details are correct and that cover meets with Your requirements before You file them away — If in doubt call us to discuss.

Policy Renewal / Valuations

When You receive Your insurance renewal invitation documents please take the time to make sure that You review all of the details such as: jewellery values, property details, driver details, policy covers & any endorsements to make sure that You understand 'what is' & 'what is not' covered and that all the details are correct and meet with Your current requirements. Jewellery should be re-valued on a regular basis in order to make sure that they are insured for the correct replacement values — If in doubt call us.

Your Duty To Give Information To Insurers

Consumer customers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers You give and statements You make as part of Your insurance application, including at renewal and when an amendment to Your policy is required, should be honest and accurate. If You deliberately or carelessly misinform the insurers, Your policy may be void or cancelled, or a claim may be rejected or not fully paid.

Non-consumer customers: Where we arrange insurance wholly or mainly for purposes related to Your trade, business or profession, You have a duty to make a fair presentation of the risk. This means that You must disclose every material circumstance which You and/or Your senior management and/or anyone responsible for arranging Your insurance know or ought to know. Alternatively, You must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search. Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If You fail to make a fair presentation, the

insurer may refuse to pay Your claim or reduce the settlement amount or in some circumstances, Your policy may be cancelled and premium not refunded — If in doubt call us.

Claims

Blackford & Company do not have authority to decide, handle, or pay claims. This is handled by the Insurers or their claims agents / appointed Assessors. Blackfords will assist & advise where possible.

Your Duty To Understand Your Policy Documents

It is essential that You take the time to read & fully understand the contents of your insurance quotations, insurance policies, cover notes, insurers policy wordings, renewal invitations, instalment agreements and all correspondence You receive from us and your insurers & or instalment funding company. Having read such documents, we will be happy to clarify any issues or questions You may have regarding their contents. We will not accept any liability whatsoever arising from a clients failure to read and fully understand the details of their insurance cover, policies, cover notes, instalment agreements and other correspondence, if in doubt always call us to discuss.

Complaints

It is our intention to provide you with a high level of service at all times. However, if you do feel you have cause to be unhappy in any way with our service or your insurance cover, in the first instance, please write to the Managing Director, Blackford & Company Insurance Brokers Ltd, The Old Bank, 19 Station Road, Port Erin, IOM IM9 6AE. Your complaint will be acknowledged by us within 10 working days of receipt. Our full complaints procedure is available on request. The Insurers formal complaint procedure can be found in your policy document, or upon request.

Insurers / Funding Company Credit Checks

To make sure you get the best offer from our Insurers now, at renewal or at any other time and to protect their customers from fraud and to verify your identity and confirm affordability (Funding Companies), they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your applications proceed.

Market Security

We access the financial soundness of our panel Insurers & markets we recommend using public information, including that used by recognised rating agencies. However, we will not in any circumstances act as an insurer nor will we guarantee the solvency of any insurer or market used for your requirements. The decision regarding the suitability of any insurer or markets rests with you. If you have any concerns regarding the insurers chosen we will be pleased to discuss the matter.

Motor & Home Insurance Anti-fraud Registers

Insurers share information with each other via the Claims & Underwriting Exchange Register and the Motor Insurance Anti-fraud & Theft Register, to aid the prevention of fraudulent claims. In the event of a claim the information you supply by telephone, email, text or on a claim form, together with any other information relating to the claim, will be added to the Register. If non-disclosed claims/accidents etc are found on the registers then the Insurers may change your insurance premium.

Motor Insurer Information Centre (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance database (MID), to which the policy and other Government Agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

Company Website: www.manxcover.com

Availability Of Site

Whilst We have taken care in the preparation of the site, certain technical matters may be beyond our control and We cannot guarantee that You will have uninterrupted or error free access to all of the site at all times, that defects will be remedied, or that the site or the server that makes the site available, are virus free. Access may be suspended or restricted to allow for repairs or maintenance or for the introduction of new services.

Site Access & Password Use

The site is directed at those who can access the site from the Isle of Man and is intended for use by Isle of Man residents only. Applications from non Isle of Man residents will, unless otherwise stated, not be accepted. To obtain access to certain online services you may be given the opportunity to register with us. You are responsible for maintaining the confidentiality of your details and your password and for restricting access to your computer to prevent unauthorised access to your account. You agree to inform us immediately if you have reason to believe that your password is being used in an unauthorised manner.

External Links

Links to third party websites are provided solely for your convenience. When You activate these links You will leave our site. We do not endorse or take responsibility for the contents on the third party websites or the availability of those websites and We are not liable for any loss or damage that You may suffer by using those websites. If You decide to access linked websites You do so entirely at your own risk. Certain links on the site will lead You to

websites that are under the control of other companies. These sites are operated on a local basis and may be subject to local laws and/or regulation. Please consult the terms and conditions of use and privacy statements on any third party website you may use.

Isle Of Man Financial Services Ombudsman Scheme

The Financial Services Ombudsman scheme is a free independent dispute resolution service for customers with a complaint against an Isle of Man firm, such as a bank, insurance company or financial adviser — An information leaflet is available on request or You can visit the Isle of Man Government website www.gov.im

Bank Charges

Any Bank charges incurred by us as a result of a cheque or payment being returned unpaid will be the responsibility of the customer and will result in a charge as per our 'fees' info.

Fees & Commissions Table

We normally receive a commission from the insurance provider on insurance policies arranged for you. Such commissions are variable and full details of the commission rates can be requested from our office.

The cost of this commission payment is included in the standard charging structure for your policy. In addition to the commission paid to us (if any) we reserve the right to make the following additional charges to cover our administration costs. Fees are subject to periodic review. Any additional fees will be itemised on your documentation as laid out below:

New policy or the renewal of a policy — up to £30

Mid-term adjustments to policies — up to £10

Insurers cancellation terms — see policy wordings

Cancellations (Blackfords) — see below

Cancellation ManxCover House / Landlords/ Car / Van Insurance £15.00

Cancellation of Abacus & Cherish policies £15.00

Returned cheque charge £10

Funded instalments/charge ** a % of the annual premium

Commercial business policies & Other services — Net rated policies — variable fee — will be itemised on your Quotation/Renewal/policy document letters.

Fees charged by ourselves or underwriters as additional to the insurance part of any premium are unable to be returned on cancellation of a policy at any time.

***Cancellation / Mid-term Adjustments To Policies**

Where applicable the proportion of commission We have earned on Your policy refund at cancellation or on a mid term adjustment is non-refundable and will be deducted from any insurers cancellation or mid term adjustment advices along with Our fees as stated above — example: Gross return premium £30, minus commission say @ 10% = £3.00 refund is £27 This is called a 'NET refund of premium'. Insurers may have their own fees and if so, these will be itemised on their documents. Charge for the period of time on cover is based on the insurance premium part of the policy, any separate itemised fees or extras paid are non-refundable. If in doubt, call us.

Claims

No premium rebate will be allowed at cancellation should a claim have been reported and any rebate allowed will be re-claimed, should a claim subsequently be reported.

Optional Extras: I.e Legal Expenses etc

There are NO refunds made by the providers of these products on cancellation of a policy.

Return Premiums

These will be returned to you once the Insurers have returned any monies to us and we have reconciled them. We will do this as quickly as possible but generally all returns are handled within 30 days from the end of the month in which the cancellation takes place.

Funding Insurance Premiums by instalments

We use Orchard Premium Funding Ltd for all our instalments facilities. Orchard Premium Funding Ltd are a credit provider and offer a credit agreement between the client and Orchard Premium Funding Ltd — Orchard Premium Funding will do credit checks and if accepted they will loan you the premium and they will pay your funded premium to Blackford & Company who then pay your Insurer. You then make monthly payments back to them by DD plus the Orchard Premium Funding facility charge. If you default on a monthly payment Orchard Premium Funding will charge a £10 default charge to your account. All the relevant information is enclosed within the Orchard Premium Funding agreement which will be emailed or posted to you separately for you to check through and sign/e-sign.

Orchard Premium Funding Facility Charges:

6 month installments — Charge is 8% on top of the funded premium

The 8% charge Broken down as follows:

Orchard premium funding 4.42%
Blackford and Co. as administrators 3.58%

10 month installments — Charge is 10% on top of the funded premium
The 10% charge Broken down as follows:
Orchard premium funding 7.0%
Blackford and Co. as administrators 3.0%
These %'s are subject to change as the lending market changes

If you cancel your policy mid-term then your insurer will cancel the policy and make a net return premium (if any). This net insurance return will be offset against the amount still outstanding with Orchard Premium Funding (the lender), if this leaves a shortfall in the amount owing to them, (which is usually the case on early cancellation) the balance is payable by the client to Blackfords who will remit to Orchard Premium Funding Ltd as part of their terms and conditions. Please make sure before you sign the Orchard Premium Funding Ltd agreement that you have read it, so that you understand the terms and conditions applying to your loan. If in doubt call Blackfords.

Default Instalment Payments — Funded Instalments

In the event of a payment default which is not corrected in the time allowed we will terminate your Installment agreement and your Insurance policy due under a linked loan agreement. Any shortfall will be the responsibility of the policyholder to clear with Blackford & Company.

* Also read the 'Funded Instalments' paragraph above *

Protecting Your Money

Prior to Your premium being forwarded to the insurer (or forwarded to You in the event of a premium refund) We hold your money as an agent of the insurer with which We arrange Your insurance. Where We hold premium as the agent of the insurer it is regarded as received by the insurer. We may transfer Your premiums to the insurer through another party, such as an underwriting agent for the purposes of effecting a transaction.

By accepting these Terms of Business Agreement, You are giving Your consent for us to treat Your money in this way. Please notify us immediately if you have any objection or query.

Confidentiality, Data Protection & Use Of Your Information For Marketing Purposes

Please refer to our Privacy Notice & Data Policy available at www.manxcover.com