



# Factor Risk Management

## Application Form

### ATE Insurance and Litigation Funding

**Factor Risk Management Ltd**  
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London EC1V2NX

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## SECTION 1: Proposer

Proposer's Name(s):

Claimant or Defendant in the Proceedings:

Legal Status (e.g. limited company or individual):

Address:

Date of Birth (if applying as an individual):

Contact Telephone Number:

## SECTION 2: Legal Representative

Firm Name:

Fee Earner:

Contact Telephone:

Email Address:

Firm Address:

Case Reference:

Counsel's Name:

Chambers:

## SECTION 3: Legal Representative's Retainer

Date Instructed:

Type of Retainer (e.g. CFA and uplift, fees paid):

Date Counsel Instructed:

Counsel's Retainer (e.g. CFA and uplift, fees paid):



## SECTION 4: Opponent's Details

Name(s):

Legal Representative:

Counsel:

## SECTION 5: Opponent's Financial Means

Does the opponent have insurance?

If so, what is the name of the insurer:

What other financial means or assets does the opponent have:

## SECTION 6: Claim Details

Claim Type:

Percentage Prospects of Success %:

Cause of Action Date:

Limitation Expiry Date:

Applicable Law (indicate if disputed):

Total Value of Claim £ (indicate if non-financial remedy applies):

Minimum Acceptable Settlement £:

Jurisdiction and / or Arbitration Forum:

## SECTION 7: Existing Arrangements

Does the proposer have insurance (e.g. BTE or ATE)?

If so, who is the insurer?

How much cover is provided?

Have you applied for insurance or funding elsewhere?

If so, please provide details:



## SECTION 8: Current Position of the Claim

Please provide dates and other details as appropriate

Letter of Claim / Before Action sent?		Reply to Letter of Claim received?	
Liability admitted?		Offers to settle made or received?	
Proceedings issued and served?		Mediation / settlement meeting proposed or held?	
Defence received?		Counter claim made?	
Application for Security made or indicated?		Any interim cost orders for or against?	
Any forthcoming hearings or procedural deadlines?		Hearing or trial scheduled?	

## SECTION 9: Additional Supporting Documents

Please enclose all the available supporting documents mentioned below (Y/N)

Fee Earner Claim Summary*:		Fee Earner Retainers:	
Inter Partes Correspondence:		Financial reports regarding opponent's assets:	
Budget:		Witness Statements:	
Expert Reports:		Pleadings and Court Orders:	
Counsel's Opinion:		Security for Costs Application:	

\*A claim summary is helpful and should aim to serve as an introduction to the salient facts of the claim.

## LITIGATION INSURANCE AND FUNDING REQUIREMENTS

### SECTION 10: Projected Costs of the Proceedings (or send costs budget)

	COSTS TO DATE £	MAXIMUM COSTS TO CONCLUSION AT TRIAL £
SOLICITOR'S FEES		
COUNSEL FEES		
EXPERT FEES		
OTHER DISBURSEMENTS		
OPPONENT'S LEGAL COSTS		



## APPLICATION FOR AFTER THE EVENT INSURANCE

### SECTION 11: After the Event Insurance Requirements

Please provide the amount of covered required by cost category or leave blank if no cover is required.

	INSURANCE COVER REQUIRED (INC. VAT) £	RETROSPECTIVE COVER*? AMOUNT (INC. VAT) £
OPPONENT'S LEGAL COSTS		
OWN COSTS COVER**		
COUNSEL FEES:		
DISBURSEMENTS:		
SOLICITOR FEES		
TOTAL		

\*Please indicate if you require insurance cover for insurable costs that have already been incurred.

\*\*Some insurers will offer cover for own solicitor's fees but this is not standard and may require an upfront paid premium.

## APPLICATION FOR LITIGATION FUNDING

### SECTION 12: Financial Requirements – only complete if applicable

Please provide the funding amount required if you are applying for litigation funding

	AMOUNT (INC. VAT) £
SOLICITOR'S FEES	
COUNSEL FEES:	
DISBURSEMENTS:	
TOTAL	

#### Important Notes and Disclaimers

It is important that all material facts are disclosed with this proposal. In accordance with the Insurance Act 2015 you are under a duty to make a 'fair presentation of the risk'. Failure to comply may lead to the insurer or funder avoiding the contract or taking other action such as avoiding or reducing a claim payment.

If you are in doubt as to whether a fact or document should be disclosed, you should disclose it but please do not hesitate to contact us if you have any queries.

For more information please read the Disclosure section of our Terms of Business Agreement which also contains other important information about our services (See below).



**Declarations**

**DECLARATION BY THE PROPOSER**

1. I/we declare that the information provided on this Application Form along with the enclosures are true to the best of my/our knowledge and belief and present a 'fair representation' of the risk.
2. I/we authorise the Legal Representative to give to the Insurers and/or Funders all my information as they require and I/we agree that the Legal Representative may give information to the Insurers and Funders on a confidential basis maintaining the legal professional and common interest privilege that may exist in any document or communication.
3. I/we confirm that any insurance policy that I/we currently hold does not contain Legal Expenses Insurance which would otherwise insure my/our legal claim, or as detailed above.
4. I/we consent to the provision of any relevant Personal or Sensitive Data being provided in connection to this application and agree to be bound by the Terms of Business as set out below.

<b>Signature</b>		<b>Date</b>	
<b>Name</b>			
<b>Company (If applicable)</b>			

**DECLARATION BY THE LEGAL REPRESENTATIVE**

1. I declare that the information set out above is true to the best of my knowledge and belief.
2. I confirm that I have undertaken appropriate 'Know Your Client' and anti-money laundering checks in respect of the individual and / or company submitting this application.
3. If a Certificate of Insurance is issued and/or Funding Agreement is entered, I undertake that I will immediately advise Factor Risk Management in writing of any material changes, prospects of success or in the proceedings.

<b>Signature</b>		<b>Date</b>	
<b>Name</b>			
<b>Solicitors Firm</b>			



## **Factor Risk Management Limited**

### **Terms of Business Agreement**

**Please read this document carefully.**

This booklet sets out our Terms of Business, which govern how we operate as an insurance intermediary and the responsibilities and duties we have towards you as our client.

In the booklet we also set out our service as an introducer of litigation finance to corporate and high net worth clients.

Please read it carefully and retain it for future reference, should you have any queries please do not hesitate to contact us.

### **About Us**

Factor Risk Management Limited (FRM) offers After-the-Event legal expenses insurance and similar legal expenses products to a wide range of individuals and companies. We also act as an introducer for litigation finance which is an unregulated product for corporates and individuals.

FRM are regulated by the Financial Conduct Authority (FCA) with registration number: 928390. We are an authorised representative of MRSL Enterprise (FCA Registration 824123). Please see the FCA register at: [register.fca.org.uk](https://register.fca.org.uk)

Factor Risk Management is a limited company with registration number 12650248 and our registered office is Kemp House, 160 City Road, London, United Kingdom, EC1V 2NX.

You may contact us at:

Tel: +44(0) 203 813 4919

Email: [info@factor-risk.com](mailto:info@factor-risk.com)

### **What We Do**

#### **i After the Event and other legal expenses insurance**

We act on your behalf advising and arranging insurance and we have access to a range of insurers and policies providing After the Event and other legal expenses insurance. By working with a range of insurers when we advise you about what insurance policy is right for you, we will be able to recommend the policy that most closely matches, in cover and price, your insurance needs at the time we prepare the quotation. All formal quotations provided by us will be in writing and we will also provide copies of any relevant insurer documentation such as Policy Wordings.

Our service includes reviewing your proposal for insurance, assessing your insurance requirements, investigating their viability and advising you on your options. We will approach

our insurance market to obtain the best terms we can, negotiate with insurers and present our findings and recommendation to you. This recommendation will include confirmation of our understanding of your requirements, full details of the insurance terms we have obtained and the insurance company providing the quote, an explanation of what to do next to accept the terms. Once we have received your instructions to proceed with accepting the quotation, we will place cover with the insurer and seek bound terms and policy documentation. We will keep you advised of progress.

Whilst we place insurance with a wide range of insurers, in some instances or for certain types of insurance we may only be dealing with a limited panel or single insurer.

A full list of our insurers is available upon requested but we will always advise you if a restricted market applies.

We will keep you advised of progress as we negotiate with our insurance market and advise you if we are not able to source insurance terms.

#### **ii Litigation funding**

FRM provides an introductory service to corporates and individuals that require litigation funding to help them pursue claims. This means that we will seek to find funders that are potentially interested in investing, as a 'third party' or by taking an assignment, monies in your litigation. Presently in the UK, litigation funding is unregulated. However, it is a practice that has received judicial sanction through successive Court of Appeal cases since 2005 and became generally acceptable since Lord Justice Jackson's positive review and encouragement of the practice in his 'Review of Civil Litigation Costs' in 2015. We do not provide advice to clients on the funding contract terms and strongly advise clients to obtain independent legal advice on any offers of funding and associated contracts. We do not provide financial advice to clients on their wider options in order to obtain funding for litigation.

Upon receipt of a funding proposal and after an assessment of your funding requirements, FRM will approach on an introducer basis the appropriate funders that we work with and seek to obtain expressions of interest and a funding term sheet. All information about the funders' offerings will be provided in writing to you and your legal representatives.

FRM will provide market information and the benefit of our experience of market conditions and funders to assist our clients as far as it is legitimately possible under an unregulated environment.

A full list of our funders is available upon requested but we will always advise you if a restricted market applies.



We will keep you advised of progress as we make introductions to our funding market and advise you if we are not able to source funding interest or terms.

## **Documentation**

### **i After the Event and other legal expenses insurance**

Upon inception of an insurance policy we will issue documentation, such as certificates of insurance and policy wordings, to you in a timely manner and it is important that you read and correct any errors or advise us immediately if the cover provided does not match that which you require.

It is our policy to retain a full record of any information provided by you, our correspondence with you and insurers, and documentation issued by your insurer for a period of at least six years. We do not retain hardcopy files but maintain an electronic file. It is important and in your interests that you keep a copy of important and relevant documents safely.

### **ii Litigation funding**

FRM acts as an introducer for funding purposes and we will maintain records in the same manner as we do for insurance policies. However, as we are not advising on the litigation funding agreements and are not a party noted under these arrangements so it is important that you and your legal representatives maintain a complete record of any documentation and correspondence that is exchanged between you and your funder. Such contracts are often subject to confidentiality clauses which limited their availability to us as an introducer, but we will seek to maintain a complete a record as possible which allowable under the working relationship we have with you and the funder.

Please do not hesitate to contact us if you are unsure regarding our document retention policy.

## **Financial Security**

### **Insurance companies**

FRM aims to place your insurance requirements with insurance companies that are at least 'BBB' rated by Standard & Poors or equivalent independent financial rating agency. It may not always be possible to do so and we will provide information regarding whether an insurance company is rated or not by a financial ratings agency. Financial ratings vary from time to time and FRM will provide details at the time of the quotation and upon request thereafter.

All insurance companies must comply with FCA and PRA legal requirements as well as Insolvency II requirements. However, FRM cannot guaranteed the solvency of any of the

insurance companies that we work with and we shall not be liable for any losses arising from any insolvency event that affects a policyholder.

### **Litigation funding companies**

Litigation funding companies provide unregulated products to corporates and individuals. FRM will provide to clients' market information and any financial disclosures made by the funders themselves. We do not advise on the litigation funding agreements and all clients should seek independent legal advice.

FRM cannot guaranteed the solvency of any of the funding companies that we work with and we shall not be liable for any losses arising from any insolvency event or failure by the funder to meet its capital commitment that affects a party to the Litigation Funding Agreement.

When we introduce you to a funder, we will inform you of the funder's location and other key information but will upon request provide further information as you or your legal team requires.

### **Factor Risk Management limited liability**

As a private limited company, we carry professional indemnity insurance for £3,000,000 for any one claim. We therefore limit our exposure to professional negligence claims under the policy and shall not be liable for any losses arising over and above that amount.

### **No reliance**

As a client, you and your legal representatives accept and by signing an FRM application form acknowledge and accept, that:

- any Confidential Information, views or opinions regarding a claim that FRM's funding and insurer providers may share are not, and should not be construed as, legal or other professional advice;
- any reliance which clients and their legal representatives choose to place on a funder's or insurer's views and opinions on any claim is a matter of judgment exclusively for such party, and at their own risk;

### **Treating Clients Fairly**

A core aspiration and aim of our insurance intermediary service is to treat you as our client fairly and to give insurance advice and recommendations that meet your requirements needs. We constantly review and assess our processes and procedures in order to make sure we meet our duties and obligations to you namely that we will:





- Conduct business with integrity and with due skill, care and diligence
- Pay due regard to the interests of you as our customer and treat you fairly
- Provide information in a way that is clear, fair and not misleading
- Manage any conflicts of interest fairly both between us and you and between you and another client we may have
- Observe proper standards of market conduct
- Manage our business affairs with reasonable care and responsibility
- Take reasonable care to ensure the suitability of our advice and discretionary decision for you as a customer who are entitled to rely upon our judgement

### **Contacting You**

Much of our direct communication is with your legal representative but in the instance where we need to contact you, this will usually be done by phone or e-mail. All quotations and policy contracts are typically provided by pdf or scanned documents and sent by e-mail. Hardcopies can be sent by Royal Mail upon request.

By providing your email address, you are agreeing that we can contact you by email. However, please note that submitting a request to arrange insurance cover or to amend any details under an existing policy, insurance cover will not be in force until your insurer has agreed to provide cover and we have confirmed this with you. For important matters where you have not received a reply from us within 5 days, or acknowledgment of your communications, please take further steps to contact us.

You and your legal representative must take reasonable steps to ensure that email messages are complete and accurate, free of harmful viruses and secure.

We may record telephone calls for training purposes and for your and our protection.

### **Disclosure of information in arranging an insurance policy or funding introduction**

It is important that you take care to answer any questions within an insurance or funding application form fully and accurately and to the best of your knowledge. You should include any relevant information that may affect an insurer or funder's decision to issue a policy, or funding contract, and which may affect an insurer or funders decision to continue to cover or fund a matter.

Please do not hesitate to contact us if you are unsure whether a fact is material or not as inaccurate or undisclosed

facts and information may invalidate your insurance cover or be considered a breach of contract in respect of funding agreements. In the event that we assist you with the completion of an application form we do not accept liability for an errors or omissions and all submitted proposal documents must be checked and reviewed by yourself or legal representative or both.

#### **i Commercial Cover**

Under the Insurance Act 2015, if an insurance policy is to cover you as a corporate entity you may have a wider duty to disclose all material facts. This includes:

- Clear disclosure of all material circumstances which you ought to know following a reasonable search or which is sufficient to make an insurer ask questions about the risk.
- Information is disclosed in a clear and reasonable manner and is accessible to a prudent insurer.
- Every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

Please do not hesitate to contact us if you have any questions or queries about disclosure.

### **Premiums, Refunds, cancellations, Payments**

#### **i Cooling off period**

Under certain insurance contracts you have the right to cancel the insurance policy. To do this, you will need to contact us by email or in writing to tell us to cancel your insurance within 14 days of the date you received your policy documentation. We will notify the insurer who will refund your premium, less a proportionate policy charge for the period of cover, the administration fee and any other charge your insurer may make.

#### **ii Payment of premiums**

We collect premiums as the agent of the insurer. This means that once we have received the premium from you it is treated as if it has been paid directly to the insurer. Where an insurer refunds all or part of a premium (for example when a policy is cancelled), the refund will be paid to us and we will then pay it to you.

Before you agree to a policy, we will send you a quotation which will detail the amount of the insurance premium you are required to pay and also when it becomes due to be paid. For an After the Event policy where a premium is required to be paid before or within a specified period of time, at the inception of the policy you must pay your premium by the date specified on your quotation. If you do not, the insurance cover may be affected, and the insurers may cancel your policy. Where insurers have specified that the premium



must be received by a certain date, failure to comply may lead to the policy being automatically terminated.

For After the Event insurance policies where the premium becomes due at the successful conclusion of the claim, the

insurers will confirm the premium due and failure to pay the premium within the insurer's stipulations may lead them to take recovery action in Court against you. This may lead to adverse credit history and a CCJ.

You can pay your premium by cheque or by Bank Transfer and this may also be undertaken, where appropriate, by your legal representative through their client account. Any bank account details, or invoices or transfers will be subject to careful scrutiny and appropriate checks will be undertaken to avoid errors or fraud.

### **Cancelling an insurance policy**

We always advise our clients to contact us before cancelling any policy. Many legal expense policies provide a premium which is deferred and conditional upon success so you may

be liable to pay a proportion of the premium should your claim ultimately be successful. In the instance of a policy where an upfront premium payment has been made, the insurer may be entitled to retain a proportion of the premium based on the period of time that the policy has been running. This payment can be far greater than any possible saving made from switching or cancelling an existing policy. So we recommend you discuss any intended cancellation with us first so we can liaise with the insurance company and tell you how much it will cost you – or the amount you may be refunded. It's also important to remember that insurers will not allow any refund on the cancellation of a policy once a claim has been reported albeit some exceptional circumstances may be taken into account.

### **Cancelling a funding contract**

FRM act in a limited capacity as an introducer for clients to funders and as such we do not advise clients in respect of litigation funding agreements. You will need legal advice from your legal representative and any rights to cancel a funding agreement will be contained within the document and subject to applicable contract terms and Law.

### **Non-circumvention and Non-Disclosure of Offers**

In the circumstance where we have received a proposal from you and have made submissions on your behalf to providers, you agree to our exclusive instruction in respect of those providers and will not instruct other brokers, intermediaries, or go direct to those same providers without our consent unless our instruction has been terminated in accordance with this agreement.

You are entitled to approach any provider, either directly or via a broker or intermediary, that we have not approached.

In the event that you receive an offer of insurance or funding, via ourselves, you may not disclose the existence or terms of this offer without our prior consent and it may be a breach of the terms of the offer if you do so.

### **Client Monies and Bank Accounts**

FRM is an appointed representative of MRSL Enterprise Limited who are authorised and regulated by the FCA and operate a client account compliant with FCA regulations. MRSL handle client monies on behalf of FRM to assist in the process of arranging insurance cover.

### **Remuneration Fees & Charges**

#### **i Insurance**

When we sell you a policy the insurer pays a percentage commission from the total premium. In addition, there might be further remuneration based upon the amount and profitability of business placed with insurers and/or service providers over a specific period. We may also make a service charge to cover the administration of your insurance, but these charges will be provided in writing and must be agreed by yourself in advance of any work undertaken.

You are entitled, at any time, to request information about our commission of fee remuneration which we may receive in respect of any insurance policies we arrange for you.

#### **ii Funding**

Where we act as an introducer and assist you by providing introductions to litigation funders, we will receive a remuneration linked to the funders profit after expenses and/or an up-front commission payment. Upon request we will disclose this amount to you.

### **Introducers**

If you have been introduced to us by a third-party they may receive a remuneration from ourselves for that introduction.

### **Making a Claim**

In the event that you think you may need to make a claim, please let us know immediately. We will assist you by informing your insurance company and will guide you through what needs to happen and help to ensure your insurance company fulfils all its obligations to you. We will normally monitor the progress of your claim and provide guidance where appropriate. Depending on the circumstances we may need your legal representative to remain involved and provide information about the circumstances that given rise to the claim.

Any claim payment will be made directly by insurers to you or your legal representatives client account, as appropriate,



by cheque or by Bank Transfer. Any bank account details, or invoices or transfers will be subject to careful scrutiny and appropriate checks will be undertaken to avoid errors or fraud.

### **Changes to Your Policy or funding contract**

Please note that during the lifetime of an insurance policy or litigation funding contract you should notify us immediately of any changes to the details used to arrange your insurance policy or funding contract. If you do not inform us of any changes to these details it could make your policy invalid or you might breach the terms of your funding contract. Also, insurers and funders not only need to be told about the changes, but they have to accept them too, so it is advisable where practically possible to advise any changes in advance.

The following is not an exhaustive list but examples of changes include:

- Appointing new legal representatives
- Adding new defendants to a legal claim
- Change of address
- Adding or deleting heads of claims
- Changing your status, name, or company name
- Criminal (including corporate) convictions including any pending action

### **Renewing Your Policy**

Most of our legal expenses insurance policies and funding contracts are arranged to provide cover or monies for a legal claim and are in force for the duration of the claim

which can be several years. Therefore, there is no need to annually renew the cover or contract. Should this be necessary we will advise in writing the process to be followed before inception of the contract.

Before the Event Insurance will typically need to be renewed every year. For those policies with a renewal date, we or the insurer will normally contact you to tell you in advance what the premium and terms for the next period of insurance will be. For your insurance cover to continue, you must instruct us on or before the date on which your policy is due to expire. There are no 'days of grace' and you are responsible for making sure your insurance is valid and in force.

However your policy is renewed, you must remember to tell us of any changes that may affect your cover before the date on which your policy is due to be renewed, otherwise your cover may become invalid. It is your responsibility to ensure your insurance remains valid and in force and that you have done nothing which may invalidate it.

### **Records & Documents**

We are careful and mindful of our duties under data protection and GDPR regulations and our files are confidential. Without your permission, we will not share information about your insurance or funding contract with anyone other than you and your legal representatives, the insurer or funder to whom you apply for insurance or funding, any party as may be required for the proper performance of our or your insurer's or funders service to you. However, please note we may release information as required to do so in order to meet any legal obligations under statute.

We may keep electronic or paper records of personal information you have provided, including information of a sensitive nature, but we will not disclose it to third parties (other than those listed in the previous sentence). You are entitled to a copy of all information held on file about you. If it is incorrect, you have the right to have the data corrected. We will normally keep your records for at least six years after your most recent insurance policy or funding contract has expired.

### **Protecting Your Data and Confidentiality**

We take protection of your data seriously and will always seek to adhere to the spirit and principles of the Data Protection legislation. FRM are registered with the Information Commissioner as Data Controller and Processor. Details of the Data Protection Act can be viewed on the Information Commissioner's website at [www.ico.gov.uk](http://www.ico.gov.uk).

You have a right to request a copy of the personal data we hold about you or you can raise any queries about this data and such requests should be made in writing to:

Data Protection Officer  
Factor Risk Management  
160 City Road,  
London,  
United Kingdom, EC1V 2NX.

Or by email: [datacontroller@factor-risk.com](mailto:datacontroller@factor-risk.com)

Or by telephone: 0203 813 4919

Details of how we will use the information we hold on you can be found in the Privacy Policy clicking [here](#)

We will only use information we hold about you in the normal course of arranging and administering your insurance and introducing you to litigation funders. All insurers provide details of their policies and policyholders to protecting your data records and documents databases accessed by other insurers. When you agree an insurance policy with us, you confirm that you agree to having details of your policy placed on these databases.

In the course of arranging and administering your insurance, we must pass on your details to your insurer. All our



## Factor Risk Management

Insurance business partners adhere to the Data Protection legislation, are registered with the Information Commissioner and are directly responsible to the Commissioner for the way in which they manage their data.

If you are a corporate entity, with your consent we may use your personal data to inform you about other products and services that we feel may be of interest to you via mail or telephone and other electronic messaging services. If you do not wish to receive marketing information from us by these methods or if you have any queries about how we use your information then please let us know by emailing the Data Controller at [datacontroller@factor-risk.com](mailto:datacontroller@factor-risk.com)

We will not market to private individuals.

The information we receive will be held for no less than six years unless a request is received for the data to be removed from our system so far as it is technically possible.

### **Compensation: Financial Services Compensation Scheme**

For our insurance work, we subscribe to the Financial Services Compensation scheme (FSCS) and therefore you may be entitled to compensation if we are not able to meet our obligations. This depends on your status and the type of person or organisation you are and the circumstances of each claim.

For non-compulsory insurance, such as legal expenses insurance, compensation is available of 90% of the claim with no upper limit. For further information about your eligibility and the compensation scheme arrangement please visit: [www.fscs.org.uk](http://www.fscs.org.uk)

In the event that your insurer company is placed into administration we will continue to assist you with providing information about the administration event and FSCS compensation.

Please note that litigation funders are not covered by the FSCS and any failure to meet contractual obligations will be dealt with by the rights set out under the contract and the applicable law.

### **Termination of this Agreement**

Either party may terminate this agreement by adequately informing the counter party by email or in writing. In the event that our services are terminated by you, we will remain entitled to receive/retain any commission or remuneration payable under any insurance or funding contracts incepted under this agreement's duration, and all obligations to pay us shall survive the termination of this Agreement.

If an insurance policy and/or funding contract has not been executed prior to termination of this agreement, but you later either such agreement with a provider that we have

approached on your behalf, we shall be entitled to charge you a fee for introductory services, which might equate to the full brokerage due had this agreement not been terminated.

### **Applicable Law**

This Terms of Business Agreement and all dealings with us are conducted shall be governed by and construed in accordance with English Law. Should any of the terms be held to be invalid or unenforceable in whole or in part, the validity of the other provisions shall not be affected thereby. We may vary these terms of business in writing from time to time.

Should any legal action or proceedings arise out of or in connection with these terms of business we both irrevocably submit to the exclusive jurisdiction of the English Courts.

### **Money Laundering and Proceeds of Crime Act**

We and our insurance and funding business partners are under an obligation to adhere to UK money laundering and proceeds of Crime Act procedures. We and our business partners may need to demonstrate that we have conducted Know Your Client and Anti-money Laundering checks. This may include identity check, Company House searches and confirmation of registered addresses amongst other measures.

We are under a duty to report any suspicions of money laundering or other serious criminal activity to the Serious Organised Crime Agency at the first practical opportunity and we are prohibited from providing any details of such a disclosure.

### **Making a Complaint**

All complaints are taken seriously and dealt with the utmost care. We work hard to provide our clients with a first-class service but in the unfortunate circumstance where you are not happy with any aspect of the service you have received we want to know about your complaint and we will do what we can to resolve the situation.

In the first instance, please contact us and we will try to resolve matters for you. We will respond in writing as soon as practically possible setting out our process for dealing with complaints and our response. If you remain unhappy you are entitled to refer the complaint to the Financial Ombudsman Service whose address is:

Legal Ombudsman  
PO Box 6806  
Wolverhampton  
WV1 9WJ  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)



## Factor Risk Management

The Financial Ombudsman Service will deal with your complaint provided that you are one of the following at the time of your complaint:

- You are a consumer (i.e. a private individual).
- You represent a micro-enterprise (an enterprise which employs fewer than 10 people with a turnover or annual balance sheet that does not exceed €2 million).
- a small business, irrespective of legal form, which is not a micro- enterprise, and which has an annual turnover of £6.5 million and employs fewer than 50 persons or has a balance sheet total of less than £5 million;
- a charity with a group turnover of less than £6.5 million.
- a trustee of a trust with a net asset value of less than £5 million.
- a guarantor

Your claim will be investigated for free.

If your policy is provided by an insurer operating from Lloyd's of London then you will be referred to Lloyd's before you are referred to the Financial Ombudsman Service.

### **Third Party Rights**

Unless otherwise agreed between the parties no term of this agreement is enforceable by a third-party under the Contracts (Rights of Third Parties) Act 1999.