

Harbour Underwriting  
4<sup>th</sup> Floor  
8 Waterloo Place  
London  
SW1Y 4BE



# Terms of Business

Harbour Underwriting Limited

**Statement of Confidentiality & Ownership**

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1. **Regulation.** Harbour Underwriting Limited (“HUL”) is registered in England and Wales (Company number 10384185) and our registered office and trading address is 4th Floor, 8 Waterloo Place, London, SW1Y 4BE. HUL is authorised and regulated by Financial Conduct Authority (FCA) to sell general non-investment insurance products. Our FCA firm registration number is 939803 and you can check this on the FCA’s register by visiting the FCA’s website <https://www.fca.org.uk/firms/financial-services-register> or by contacting the FCA on 0800 111 6768.
2. **Our service to you.** You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed. We only offer After the Event (ATE) insurance. The policy is provided by Hamilton Insurance DAC (the “insurer”). We deal with all aspects of assessment, underwriting and policy management. We will assess your case and if it meets our eligibility requirements and is within our risk tolerance, we will provide you with a quote. If you decide to go ahead with a policy, we will place your insurance business pursuant to a binding authority for and on behalf of the insurer. We act as an agent of the insurer together with Bennett Gould & Partners (Dorset) Limited in relation to the coverage proposed. The insurer has outsourced to us certain work related to the administration of your contract. We do not offer advice in relation to tax
3. **Quotations.** Our quotations will, typically, be valid for a period of thirty days from the date of issue, unless stated otherwise.
4. **Disclosure of information.** Your responsibilities will vary according to whether your policy is a ‘Consumer Insurance Contract’ or a ‘Commercial Contract’.

A ‘Consumer Insurance Contract’ is an insurance policy for an individual who needs the policy wholly or mainly for purposes unrelated to a trade, business or profession.

A ‘Commercial Contract’ is an insurance policy that is needed wholly or mainly for the purposes of a trade, business or profession.

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, when you renew your insurance and when you claim. It is important that you ensure that all statements you make in response to any request for information from the insurer and/or HUL (as it’s agent) are full and accurate and that you do not make any misrepresentation or leave anything out when asked. You must check any form that you sign or any statement of facts relating to your policy. Reckless, deliberate or even careless mistakes could result in the insurer refusing to deal with all or part of a claim.

We will point out significant features and benefits, and significant or unusual exclusions or limitations, and answer any questions you may have regarding the insurance contract. However, it is impractical to explain all the terms and conditions at the outset. It is your responsibility to read the policy document and any other information provided, and if there is anything that you do not understand it is important that you contact us for an explanation.

In addition, when entering into a ‘Commercial Contract’, please note that if you fail to disclose any material information to the insurers, this could invalidate your insurance cover and could mean that part or all of a claim is not paid. If you are unsure whether information is ‘material’ you should disclose it.

5. **Our Remuneration.** We will receive our remuneration by one or more of the following methods:
  - A fee or administration payment which will be payable by you and will be agreed with you in advance of payment.
  - A commission payment from the insurer of your policy which is included in the premium you pay.
  - We may charge fees for additional services which we carry out on your behalf. Any additional fees will be agreed with you in advance.
6. **Awareness of policy terms.** When a policy is issued, you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you have purchased. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.
7. **Charges and Fees.** In certain circumstances we may charge a policy production fee, cancellation fee and/or a mid-term adjustment/duplicate documentation fee. Any fee payable will be advised and agreed prior to inception of cover and advised during any adjustment/duplication/cancellation process.
8. **Commission Disclosure – Commercial Contract Customers.** You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business.



9. **Holding Money.** We are governed by strict rules pertaining to client money, set down by the FCA. The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:
- any premium money it has received from you to the insurer; or
  - any claims or return premium monies that it has received from the insurer to you.

All client money will be held by the parent company of Bennett Gould & Partners (Dorset) Limited, Bennett Gould & Partners Limited (FCA No: 306850) (together "BGP") on behalf of the insurer and will be kept separate from its own money with an approved bank segregated in a client bank account designated as subject to a non-statutory trust. Under a non-statutory trust BGP is entitled to use client money to make advances of credit, for example to pay another client's premium before the premium has been received from the other client and to pay claims and premium refunds to a client before such monies have been received from the insurer. BGP may earn interest on monies held, which will be retained by them. You may notify us if you do not wish your money to be held in this way, otherwise we will assume that we have your consent to hold your money in a non-statutory trust account.

When BGP act as agents for the insurer for the collection of premiums and payment of claims and refunds of premiums then these are treated as being received by the insurer when received in BGP's client bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

10. **Customer protection information.** It is always our intention to provide you with an exceptional level of customer service at all times. If there are occasions when we do not meet your standards, please contact us immediately. A complaint can be made by telephone, in writing or by email. Your complaint will be handled in accordance with the FCA Rules. We treat every complaint very seriously and aim to resolve each complaint fairly and promptly. If we cannot satisfy your complaint or if we fail to do so within eight weeks of receiving your complaint you may be entitled to direct your complaint to The Financial Ombudsman Service at The Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR
11. **Cooling off period and Right to Cancel (applicable to consumers only).** We will give you enough information and help so you can make an informed decision before you make a final commitment to buy your insurance policy. However, you will have fourteen days to change your mind and cancel the insurance contract from the date you receive the policy documentation.
12. **Financial Services Compensation Scheme (FSCS).** BGP, HUL and the insurer are covered by the Financial Services Compensation Scheme. A policyholder may be entitled to compensation from the Scheme if the insurer is unable to meet its obligations under the contract of insurance. Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website ([www.fscs.org.uk](http://www.fscs.org.uk)).
13. **Confidentiality.** Unless required by law, public interest, or the insured provides consent, all information supplied to HUL will be kept confidential to the parties involved in the normal course of arranging and administering the insurance.
14. **Data Protection.** Where personal information is collected about individuals in connection with the arranging of insurance, this information will be collected and processed in accordance with our Privacy Policy which can be viewed on our website <https://www.harbourunderwriting.com/privacy-policy>. Alternatively, you can contact us for a copy.
15. **Insurance Premium Tax (IPT).** Your premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.
16. **Statement of Demands and Needs.** ATE insurance is suitable for those who wish to take out insurance against the risk of having to pay out in the event of a losing litigation or arbitration proceedings.
17. **Applicable Law.** This Terms of Business document is subject to English Law.



Harbour Underwriting Limited is authorised and regulated by the Financial Conduct Authority  
(Firm reference number 939803).

Harbour Underwriting Limited. Registered Office: 4th Floor, 8 Waterloo Place, London, SW1Y 4BE.  
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