

Terms of business

Please read these terms of business ("Terms of Business") carefully for your benefit and protection.

Please pay particular attention to the highlighted text and sections headed 'Fair presentation of risk', 'Your responsibilities' and 'How to make a claim'. If you're unsure about any aspect of our Terms of Business or have questions about our relationship with you, please email hello@gosuperscript.com or call us on **0333 772 0759**.

These Terms of Business apply for entities domiciled in the United Kingdom. If you're not domiciled in the United Kingdom, please see gosuperscript.com/terms-of-business for the applicable agreement.

In these Terms of Business, references to "our", "us", and "we" are to Superscript. Superscript is a trading name of Enro Limited. We're registered in England and Wales under company number 9265254, and our registered address is Level 3, 16 Eastcheap, London EC3M 1BD, United Kingdom.

1. Accepting our Terms of Business

By using our services or asking us to quote for, arrange or handle your insurance, you agree to be legally bound by these Terms of Business and to comply with them at all times. We amend our Terms of Business from time to time, so please see gosuperscript.com/terms-of-business regularly to ensure you understand the terms that apply to our relationship at that time. These Terms of Business and any amendments to them won't alter the terms or conditions of any insurance policy in force between you and an insurer.

2. Financial Conduct Authority

We are an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA). Our FCA firm reference number is 656459.

You can check this on the FCA's register by visiting the FCA website fca.gov.uk/register or calling the FCA on **0800 111 6768**.

3. Financial Services Compensation Scheme

We're covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we can't meet our obligations. This depends on the type of business and the circumstances of the claim. Claims related to insurance advising and arranging are covered for up to 90% of the claim's value without any upper limit. Compulsory insurance (such as employers' liability) claims related to insurance advising and arranging are covered up to 100% of their value without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS on **0800 678 1100** or fscs.org.uk

4. The service we provide

We provide business insurance to cover your trade or profession (as a commercial customer). If you want to cover things outside your trade or profession, you must inform us of this when you ask us to quote for, arrange or handle your insurance.

We offer insurance products from a panel of insurers. We may only deal with a single insurer or select from a limited number of insurers for certain products. You can ask us for a list of the insurers we deal with. We may sometimes act as an agent of the insurer. If we propose using another intermediary to help place your insurance, we'll confirm this with you before doing so.

You acknowledge that we aren't a party to your transactions with insurers. While we provide information on policies that may be suitable for you, we have no control over the quality, fitness for purpose or legality of any of the services offered by third parties and won't, in any circumstances, guarantee payment of claims or an insurer's solvency.

We provide all documents electronically. You can request copies of documentation by post by calling us on **0333 772 0759** or emailing support@gosuperscript.com

5. Non-advised service

We haven't given any advice or recommendations about any insurance products, insurers or other services.

We provide you with information to enable you to make informed decisions about your requirements. Please remember that when we provide information about insurance products or insurers, this is general information only, and we haven't considered your individual circumstances or business needs. Therefore, please always ensure that you review all policy summaries and wordings separately and in full, and pay close attention to the sections detailing conditions, exclusions and limitations.

We are not responsible for your decision to enter into arrangements with any third party, including any insurer.

6. Fair presentation of risk

Under the Insurance Act 2015, you have a statutory duty to make a 'fair presentation of risk' to insurers when taking out insurance (including variations and renewals). This duty exists to enable insurers to provide you with a fair outcome in the event of a claim. This means before starting a new policy, changing a policy mid-term, or renewing a policy, you must disclose every material circumstance you know or ought to know, which could in any way impact the policy or any claim made under it. You must also ensure that the information you provide is clear, accurate and complete. Because this duty requires you to disclose information you ought to know, as well as information you already know, it's your responsibility to conduct appropriate research into all possible material circumstances relating to your business. This may include consulting with colleagues, directors, and managers of your business, as well as third parties connected to your business (such as accountants and external consultants). If you aren't sure what constitutes material circumstances or have not been able to gather the necessary information, please let us know, and we'll try to assist you. However, even if we assist, please remember that it will remain your responsibility to make a fair presentation of the risk.

Deliberate or reckless failures to present the risk fairly could result in claims being refused or claim settlements being reduced.

In these cases, the insurer may be entitled to treat the insurance as if it had never existed and to keep any premium you've paid.

7. Your responsibilities

You should check all details on any application form or statement of fact and pay particular attention to any declaration you're asked to sign or agree to. It's your responsibility to read all policy documents issued to you without delay and make sure you're aware of the cover, limits and any other terms that apply. If any details are incorrect or incomplete, you should let us know as soon as possible.

Pay particular attention to any warranties and conditions stated in the policy documents because failure to comply with them could invalidate your insurance.

You must inform us immediately of any changes in circumstances that may affect the services we provide or the coverage provided by your insurance. We offer a flexible service that can be amended as your business changes, but we can only do this if you keep us fully updated. Such circumstances aren't limited to but would include things like:

- a. increasing the size of your team or purchasing new assets
- b. changes to your business activities, products or services
- c. offering your products or services in a new country
- d. entering contracts governed by the laws or subject to the jurisdiction of a different country
- e. changes to your entity name, structure or ownership (including creation, acquisition or disposal of subsidiaries)
- f. criminal convictions, court judgements or bankruptcies
- g. if you or your activities become subject to any sanctions or embargoes
- h. updates to your contact details (including change of premises address).

Once you inform us of any relevant change in circumstances, changes to your insurance will only become effective after we provide you with written confirmation and a revised policy document, not before. This is part of your statutory duty to make a 'fair presentation of risk'.

8. How we manage conflicts of interest

Occasions can arise where we, or one of our associated companies, clients, or product providers, may have a potential conflict of interest with the business being transacted for you. If this happens and we become aware of a potential conflict, we'll write to you and get your consent before we carry out your instructions, and we'll detail the steps we will take to ensure fair treatment.

9. Payment for our services

When you receive a quote from us, it's valid for 30 days and will detail the total amount payable by you, including tax calculated at the date the quote was issued, unless otherwise stated. If an additional fee is due or the initially quoted amount changes, we'll agree to this with you before it becomes payable.

Your insurance premium and any fees due should be paid on the first day of the period the premium relates to. If, for any reason, we don't receive payment when due on the first day of the relevant period, then you must ensure payment is successfully made within 14 days from that date. If, after 14 days, we haven't received payment following these payment terms, then we reserve the right to initiate the cancellation of your insurance back to the date the premium was due. We may also contact you during or after those 14 days to inform you that we haven't received payment and request it from you. This 14-day period applies even if your separate insurance contract stipulates a longer period.

Failure to pay the amount due to us within our 14-day payment terms could result in claims being refused.

We may accept payment through a Continuous Payment Authority (CPA) or direct debit. This is where you authorise our payment service providers and us to take ongoing payments from your debit card, credit card or bank account. If you want to cancel the CPA or direct debit, you can contact your bank, the card issuer or us. If you cancel the CPA or direct debit, you will need to contact us to make alternative arrangements to pay for your insurance, which will give you certainty as to whether you are covered.

In addition to payment of your insurance premiums, we reserve the right to charge a £25 administration charge for each unsuccessful direct debit, debit card or credit card payment unless we're responsible for the failure and each chargeback unless we initiated the payment in error. This is our right and is separate from any other rights which insurers or other third parties may have in their agreements with you where additional administration charges may be due.

We usually receive commissions from insurers, lenders, and other providers we work with. You're entitled to ask for information about our commissions at any time.

10. How to make a claim

You'll find what to do in the event of a claim explained in your policy documents. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim.

Failure to notify your insurer of a claim or circumstances promptly could result in the claim being refused.

If you are unsure whether to notify something, please let us know, and we'll try to assist you.

To notify us of a new claim or circumstance, please contact our claims helpline on **0800 772 3059** or send an email to claims@gosuperscript.com

Please also remember that it's typically a condition of insurance policies that you don't admit liability or incur any costs without the insurer's consent. See your policy documents for details of claim conditions.

11. How we handle your money

Our financial arrangements with most insurers are on a 'risk transfer' basis. This means we act as agents of the insurer in collecting premiums and handling refunds. In these circumstances, money in our possession is deemed to be held by the insurer(s). For some transactions, client money may pass through other authorised intermediaries before the insurer receives it.

We reserve the right to retain interest earned on client money in our bank accounts.

12. Renewal process

We aim for you to receive any renewal terms in a timely manner so that you can review them before any renewal takes place.

Some policies allow for an automatic renewal process, which operates if there have been no changes in the level of risk involved other than the ones you are required to notify us of, as outlined in the 'Your responsibilities' section above. If you don't inform us in line with your responsibilities, this could invalidate your policy. If there are any changes to the coverage provided by your insurance on automatic renewal, these will be set out in a separate attached statement with an explanation of the changes. Even where there is an automatic renewal, you will always receive notification of all payments made on your behalf. Your statutory rights are unaffected.

Unless we say otherwise, in terms of your agreement with us, these Terms of Business will continue to apply to all renewed policies, including all terms on payments and cancellations.

13. Cancelling your insurance

You must provide us with a minimum of 30 days' notice in writing if you wish to cancel your insurance.

You should email notice to support@gosuperscript.com or call us on **0333 772 0759**.

Following notification of cancellation, if under the terms of your policy, you are entitled to any return premium, we'll return any such amount received from the insurer less a £25 cancellation fee.

This cancellation condition may be subject to the terms of any cooling-off periods you're entitled to. If a cooling-off period does apply, these cancellation conditions will apply in full after the cooling-off period has expired.

14. Ending your relationship with us

You are entitled at any time to instruct us to stop acting for you in writing on 30 days' notice, and this instruction will take effect from the date we receive it. If you do wish to end your relationship with us, you are still required to pay any outstanding premiums and fees due.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You'll be liable to pay for any transactions concluded before the end of our relationship, and we'll be entitled to retain the commission received for conducting these transactions, together with all fees charged by us.

In circumstances where we feel we can't continue providing services to you, we'll give you a minimum of fourteen days' notice, except in cases where you've committed a material breach of these Terms of Business when we reserve the right to end our relationship immediately.

After this agreement between us ends, the sections headed 'Payment for our services', 'Limited liability', 'Indemnity', 'Ending your relationship with us' and 'General' will continue in full force and effect.

15. How to make a complaint

We aim to always provide you with excellent customer service. If you aren't satisfied in any way, please email your concerns to complaints@gosuperscript.com or call our Complaint Manager on **0333 772 0759**. We'll follow our complaint handling procedure, which is available upon request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

16. Intellectual property

All intellectual property rights which arise out of or in connection with our service belong to us. This means that when we send you quotes, documents and other information as part of our service, these contain and form part of our intellectual property, and you agree to only use them for the purpose for which they are intended. Also, you accept that you need our written consent before sharing any of those items with any third party. You may not share our intellectual property with any other insurance broker or insurer without our written consent, and you acknowledge that we may seek appropriate legal remedies if you do.

17. Use of personal data

Our privacy notice gosuperscript.com/privacy-notice sets out the terms on which we'll process your personal information and is incorporated within and part of these Terms of Business. Please read through carefully because by using our site, we'll be processing your personal data, and you warrant that the personal data you provide to us is accurate.

18. Promotions

As part of our service, we may occasionally offer promotions or discounts. Sometimes, these apply to all potential or current customers, and sometimes, these are for a subset of customers. In all cases, promotions are made available entirely at our discretion. We reserve the right to end promotions for any reason or to restrict them to specific customers or groups of customers. If we feel that any customer is in any way abusing any of our promotions, we have the right to deal with that customer in such a way as we deem appropriate, which in extreme cases, may be that we initiate the cancellation of their insurance.

Unless otherwise stated in a separate set of terms specific to those promotions, these Terms of Business will apply to all promotions.

19. Changes to our service

We reserve the right to change our service at any time, including discontinuing or excluding certain services. We can do this for any reason, including if we believe any service element doesn't meet applicable industry standards or if we feel that there is insufficient demand for the service.

It may be necessary for us to transfer your insurance over to a different insurance product or insurer from time to time. If this is the case, we'll provide you with a minimum of 30 days' notice. If there are any changes to your insurance coverage as a result, we will give you a summary of the coverage provided. If you don't agree to the transfer, you may cancel your insurance following these Terms of Business.

20. Indemnity

You agree to indemnify and defend us and hold us, our shareholders, affiliates, employees, agents, successors, officers, and assigns harmless from any suits, losses, claims, demands, liabilities, costs and expenses (including legal and accounting fees) that we may sustain or incur arising from any of the following:

- a. your use of our website and service, which we reasonably determine is wrong and inappropriate
- b. your failure to comply with any applicable laws and regulations
- c. your use of the content available through our service which breaches these Terms of Business
- d. any loss suffered by or harm to any property or person relating to or caused in whole or in part by your use of our website or services
- e. any taxes attributable to the services or due on the purchase or sale of our services
- f. any dispute between you and a third party arising out of a transaction initiated on or through our service
- g. alleged errors, omissions or misrepresentations in the information provided by you to us.

You agree not to settle any action, claim or demand on our behalf without our prior written consent. We'll have the right to conduct any litigation, with counsel of our choice, at your cost in this instance.

21. Limited liability

We, our shareholders and affiliates, won't be liable for any loss of business, loss of data or use of data, interruption of business, lost profits or goodwill, or indirect, special, incidental, exemplary or consequential damages of any kind arising out of your relationship with us. We are not responsible for errors or omissions by third parties, such as non-affiliated co-brokers and sub-agents. Vicarious liability is, therefore, entirely excluded.

You agree that any claim or cause of action arising out of, or related to, use of the services provided under these Terms of Business must be filed within one (1) year after such claim or cause of action arose. The claim won't be valid after this time. Any recovery from us will be limited to the amount of fees or payments you made to us within the six months before the event or action that resulted in your loss unless the law requires this six-month period to be extended.

We are not liable for the consequences of your providing incomplete, untimely, or inaccurate information.

If we take over management of your insurance from another intermediary, we won't be liable for any errors or omissions committed by the other intermediary or defects with your insurance coverage existing prior to the date we take over management.

We may check insurers' solvency when arranging your insurance, but we won't be liable if an insurer proves to be insolvent.

Nothing in these Terms of Business excludes a party's liability for death or personal injury or anything which the law does not allow to be excluded.

22. General

Any waiver of any right or provision of these Terms of Business will be effective only if we confirm in writing. If we don't enforce any term or condition, this doesn't constitute a waiver of this right or provision now or in future.

If a court of competent jurisdiction finds any provision of these Terms of Business to be invalid, you and we agree that the court should give effect to the parties' intentions as reflected in the provision, and the other provisions of this agreement will remain in full force and effect.

The rights and limitations in these Terms of Business are for the benefit of you and us, and a person who is not a party to these Terms of Business has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce them. You aren't permitted to assign any of your rights under this agreement without our prior written consent.

You and we are independent parties. So, no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and us is intended or created by these Terms of Business.

23. Law and jurisdiction

These Terms of Business are governed by English law, and any dispute arising from them will come under the exclusive jurisdiction of the English courts.