clear
insurance management

Terms of Business for Commercial Clients

Thank you for inviting Clear Insurance Management Limited to assist you with your insurance requirements. We undertake to use our skill and care to provide you with the ability to survive the insurable events for which you have asked us to provide cover.

This document sets out the terms on which we agree to act for you and contains details of our regulatory and statutory responsibilities as well as your obligations. It supersedes all versions previously issued by us.

We ask that you carefully read the content and contact us immediately should you require further clarification. These terms become effective as soon as we start exchanging information about your insurance requirements.

ABOUT US
Clear Insurance Management Limited (Clear) is an independent insurance broker, authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance and consumer credit business.Clear Private Clients, Clear Employee Benefits, Clear Risk Management, ClearLi, Inspire Credit Management, Clear Self Build, Clear Real Estate, Rycroft Associates, Clear Councils, Pi-Property Insurance, Marketline, LawSure, LawSure Insurance Brokers, Assured Indemnities, Techinsure, Arborplan, Covermarque, Toogoods, Shire Insurance Services, David Upshall Insurance Services, Pristine and British Activity Holiday Insurance Services (BAHIS) are trading names of Clear Insurance Management Limited. Our Financial Services Register number is 307982. You can check this information on the Financial Services Register by visiting the FCA's website at https://register.fca.org.uk/ or by contacting the FCA on 0800 111 6768 (Freephone) or 0300 500 8082 from the UK, or +44 207 066 1000 from abroad.

We are members of the British Insurance Brokers' Association (BIBA) and the Brokerbility network of independent insurance brokers.

OUR PRODUCTS AND SERVICES
As an independent insurance broker, we have access to a wide range of insurance products from many leading insurance companies and Lloyd's underwriters.

Unless otherwise advised, the services we provide (the 'Services') are as follows:

- Acting on your behalf when sourcing and placing your insurance and with any claims made on policies we have arranged
- Providing advice on your risk exposure and insurance needs, based on a fair analysis of the market
- Arranging cover to meet your demands and needs
- Helping with ongoing changes

Clear is not under a contractual obligation to conduct insurance distribution exclusively with one or more insurance undertakings and does not provide personal recommendations. Clear provides advice on the basis of a fair analysis of the market unless we specifically state otherwise.

Unless you tell us otherwise, we will act on the understanding that we have your authority to agree to insurance policy wordings on your behalf.

METHODS OF COMMUNICATION
We will normally communicate with you by post, telephone and where available email, in addition to any meetings we may have with you. Other formats are available on request.

Please let us know if you would prefer not to receive communications by any particular medium.

Please note that telephone calls may be recorded for training and monitoring purposes.

INSURER SECURITY
Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

RISK INFORMATION
The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

As a commercial customer, or someone buying insurance mainly for purposes related to your trade, business or profession, you have a duty to give a 'fair presentation' of the risk to insurers. This means that you must clearly disclose every material circumstance which you, your senior management or persons responsible for arranging your insurance, know or ought to know following a reasonable search, before your cover is placed, when it is renewed and throughout the life of the policy. A material circumstance is anything that may influence an insurer's judgement over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material, you are advised to disclose it. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable, and in some cases your cover could be invalidated which would mean that a claim would not be paid. You are advised to keep copies of any correspondence you send to us or direct to your insurers.

OUR REMUNERATION
Remuneration for our services is normally in the form of commission (or brokerage) which is a percentage of your insurance premium and payable by the insurer, a fee, as agreed with you, or a combination of the two.

The work associated with administering your insurance policies varies in proportion to the size and complexity of the policy being arranged. The Policy Administration Fees charged by Clear Insurance Management vary dependent on the policy premium applicable, in reflection of this variance in administration workload between different policies. If you require additional details of Clear's Policy Administration fee structure, please contact us

We may receive an Insurance Service Brokerage (ISB) payment from an insurer in connection with the services we provide in arranging and administering your insurance. Where applicable, the basis of any ISB will be disclosed to you before you enter into the relevant contract.

We may also receive income from providers of premium financing facilities where, with your agreement, we have made such arrangements on your behalf.

We may sometimes also earn income for the provision of other services to you, which will be agreed with you on an individual basis.

In the event of a policy being cancelled mid-term, and not replaced by another policy, we reserve the right to retain the commission and any fees earned on the original transaction.

For each insurance policy, including any subsequent renewal, you have a right to request information regarding any remuneration that we have received as a result of placing your insurance business.

CHARGES
An Administration Fee of £20 may be levied if a cheque payment for premiums due fails to clear through the banking system.

If you make any changes to your policy after the inception or renewal date, we will charge a £25.00 Administration Fee in addition to any premium decrease/increase applied by your insurer.

SETTLEMENT TERMS
You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. Unless otherwise advised, premiums and related fees are due prior to renewal or inception of the policy.

We have no obligation to fund any premiums on your behalf and reserve the right to cancel or lapse your Insurance Policy or cover if you fail to make any payment as it falls due. We cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

You shall pay all amounts due in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counter claim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set-off any amount owing to us against any amount payable by us to you. In the event of late payment, you may be required to pay statutory interest from the due date until the date it is paid.

All amounts payable by you are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amount in respect of VAT as is chargeable at the same time as payment is due.

METHODS OF PAYMENT
We normally accept payments by cheque, credit or debit card or by bank transfer.

Payment by instalments can be arranged with specialist premium finance providers (please note that we act independently of any particular provider). We will give full information about premium payment options when we provide quotations and at renewal. We act as Credit Broker and not the lender.

In the absence of your instructions to the contrary before expiry date, we will automatically renew your policy if payment is usually made by direct debit.

PERSONAL CREDIT CHECKS
To comply with Consumer Credit legislation, providers of personal credit are required to carry out affordability assessments before making advances of credit. This means that whenever we are asked to arrange personal premium finance, we will pass your name, address and date of birth to the finance provider, to enable it to carry out an assessment. In assessing your application, the provider may search information held by a credit reference agency.

Please note the credit reference agency will add details of the search and your application to their records, whether or not your application proceeds, whilst a record of the search will be added to your credit record, we are advised this will not have any detrimental effect on your credit rating or history.

CREDIT AGREEMENT PAYMENT DEFAULTS
If any direct debit or other payment due in respect of a credit agreement entered into with our suggested provider of premium finance to pay insurance premiums, associated fees and charges is not met when presented for payment, or if you end or do not complete such credit agreement, you acknowledge and agree that it may be necessary for us or the premium finance provider to cancel on your behalf the insurance policies being paid by the said agreement, unless you immediately make other arrangements to pay the remaining balance of the insurance premiums. After cancellation, you agree that you will be responsible for any time on risk charge still outstanding and the finance provider's reasonable costs after application of any refunds allowed by the insurers. You will be responsible for putting in place any alternative insurance arrangements you need, unless you have been able to satisfy the requirements we may have in such a situation to provide an alternative solution.

HANDLING CLIENT AND INSURER MONEY
We hold money received for premiums, return premiums and claims under a non- statutory trust in accordance with the FCA Client Money rules.

1. The Non-Statutory Trust permits us to hold client money as Designated Investments. Any shortfall attributable to falls in market value of client money held as a designated investment in accordance with CASS 5.5.14R will be met by us.
2. The Non-Statutory Trust Deed permits us to use client money held to make advances of credit to our clients in order to fund premiums and facilitate prompt refund and claim payments, subject to strict controls.

In dealing with us you agree to our holding client money in this way. A copy of the Trust Deed is available on request.

In most cases under the terms of our agencies, such money is held on behalf of the insurer at the risk of the insurer who permits their money to be mingled with client money whilst subordinating their own rights to the rights of the clients. Otherwise, monies are held on behalf of the client until the insurer is paid. In some cases, client money is passed to other authorised intermediaries for onward payment to insurers.

Returns earned on client money and designed investments will be retained by Clear for its own use.

MANAGING YOUR DATA
At Clear we take the protection of our customers' data seriously.

In sourcing, arranging and administering your insurance policies we will need to collect personal information and keep it up to date. We also need to share information with other parties such as insurers, loss adjustors and claims handling companies.

We may also use the data we hold about you to provide you with information about other products and services which we feel are appropriate.

Our Customer Privacy Notice provides details of how we use and share your information as well as your rights and how to exercise them. You can access it at www.thecleargroup.com/privacy-policy or contact us if you would like us to send you a copy.

QUOTATIONS
Unless stated otherwise in our documentation, all quotations provided for new insurances are valid only for a period of 30 days from the date of issue.

You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

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CHANGES TO YOUR COVER
We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required, we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you. Refunds of less than £25 may be held to your credit and offset against future premium payments unless you specifically request otherwise.

RECEIPT OF INSTRUCTIONS
We do not consider instructions to arrange or change cover which are sent to us by post, electronic mail or facsimile, or left on voicemail, to have been received until they reach the relevant personnel in our offices. We do not consider instructions sent by text message to have been received until we have responded to the specific message.

We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

DOCUMENTATION
Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty, we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided.

You should check all policy documentation to ensure that the details are correct, and the cover provided meets with your requirements. Any errors should be notified to us immediately.

All policies contain conditions and exclusions, and some contain warranties and excesses. It is your responsibility to examine the documentation to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate or suspend the cover if it is not complied with precisely. If you do not fully understand any of your policy terms and conditions or exclusions, please contact the office for a fuller explanation.

We recommend that you keep policy documents for as long as a claim is possible under the policy. If your policy includes Employers' Liability insurance, it is prudent to keep a copy of all Employers' Liability Certificates issued.

TRANSFERRED BUSINESS
If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection.

Please contact us without delay should any aspect of a policy, which has been transferred to us cause you concern or if you need an immediate review. Otherwise, we will endeavour to review all transferred policies as they fall due for renewal.

MAKING A CLAIM
Many insurers provide a 24-hour Helpline in respect of claims, and you should consult your policy documentation for contact details.

You must report all incidents that could give rise to a claim as soon as you become aware of them, either by contacting your insurer on their helpline or by telephoning our office. You will be advised if you need to complete a claim form or produce documentation to support your claim.

Claim payments will be made in favour of the name shown on the policy. If payment is required to a third party, a signed mandate instruction is required for the insurer to make payment to a specific payee along with a brief explanation for the request.

In certain circumstances late notification may result in your claim being rejected.

If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until we or your insurers advise that you can.

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident, without prior reference to your insurers or us, may prejudice your cover.

You should be aware that a claim arising after renewal of the policy has been invited, may affect the assessment and acceptance of renewal by your insurers.

CONFLICTS OF INTEREST

We aim at all times to treat you fairly. We will not deliberately put ourselves in a position where our interests, or our duties to another party, prevent us from discharging our duty to you. We maintain internal procedures and controls to identify and manage any potential conflicts so that at all times the interests of our customers are reasonably protected.

Where potential conflicts are particularly complex or difficult to manage, we will seek to agree with you the best way to protect your interests and may ask you to confirm that you are happy to proceed on that basis.

COMPLAINTS PROCEDURE
We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner.

If you wish to register a complaint or request a copy of our complaint procedures, please contact us:

- In writing, addressed to Complaints at the address shown at the end of this document;
- By telephone to 020 7280 3450
- By email to complaints@thecleargroup.com
- If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). You can find out more about this by visiting the FOS web site at www.financial-ombudsman.org.uk.

If you are not eligible for referral to the FOS, Clear has an appeal process that ensures that your complaint is reviewed by a senior manager not involved in the original Complaint handling.

A copy of our procedures for dealing with complaints is available on request.

FINANCIAL SERVICES COMPENSATION SCHEME
We are included in the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further details about compensation scheme arrangements are available from the FSCS.

TERMINATION OF AUTHORITY
You may terminate our authority to act on your behalf with 14 days' written notice or as otherwise agreed. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination. At the point of termination of authority, all claims previously notified and any new claims will become the responsibility of the new broker unless otherwise previously agreed in writing.

CANCELLATION OF POLICIES
If you wish to cancel your policy, you may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover. Additionally, you should note the following:

- Insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged
- Cancellation may not be possible until you return your certificate of insurance to us or your insurers
- Cancellation of a direct debit does not necessarily cancel a policy, and any balance of premium owing may be requested by the insurers.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.

LIMITATION OF LIABILITY
We do not accept any responsibility or liability to you under any circumstances for any:

a) Special, indirect or consequential loss or damage or any loss of profit, income, anticipated savings, production or accruals; or
b) Loss following declinature of a claim, or reduction of any claim indemnity payment or avoidance of your policy by an insurer which results from your:

    i) failure to provide complete and/or accurate information which we or your insurer have requested from you in quoting for any risk we place on your behalf;
    ii) breach of any terms, conditions or warranties within your policy of insurance; or

iii) failure to comply with any of the claims conditions in your policy of insurance.

Sub-clauses ii) and iii) above do not apply where such breach or failure was caused as a direct result of a breach of duty in the provision of professional services.

Unless otherwise agreed in writing, our total aggregate liability to you in respect of any one claim or series of related claims shall not exceed £10,000,000 (Ten Million Pounds Sterling).

Our liability to you shall also be limited the extent of our responsibility for any loss, taking into account the responsibility of other parties, including you and any sub-broker or placing broker. You agree that our liability shall not be increased by your inability to recover from such other person or party, or your decision not to recover from any other person or party.

Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, or for any fraud, fraudulent misrepresentation or breach of any regulatory obligation.

FORCE MAJEURE
We shall not be liable to you if we are unable to perform our service as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.

LAW AND JURISDICTION
These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the exclusive jurisdiction of the English courts.

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Company Reg. No: 3712209

Commercial Terms of Business v1.25
November 2026