Intermediary Questionnaire

**Producing Underwriters/**

**Intermediaries**

Please complete, sign and return together with the

attachments to:

Gemma Carracher

Genesis Risk Solutions Ltd

 2nd Floor Suite, The Maltings

Locks Hill

Rochford

Essex

SS4 1BB

Tel: 01702 209520

www.genesisrisk.co.uk gemma@genesisrisk.co.uk

In order to satisfy our legal and regulatory obligations Genesis are required to have up-to-date information relating to our trading partners. To achieve this we ask you please to complete the following questionnaire. PPlease be assured that the information is held in the strictest confidence.

If local regulations preclude the answering of any of the questions, please explain the circumstances within the form.

# Intermediary Details

# Full Legal Entity name:

# Trading name (if applicable):

# Operating address:

# Registered address:

# Telephone Number: Web address:

# Principle contact:

# Email address:

# Telephone number(s):

# Company registration number:

# VAT number:

# Date business established:

# Number of staff: Full time: Part time:

# Type of Corporation: Partnership[ ]  Sole trader[ ]  Other[ ]

# Details of group or parent company (if any). If part of a group, please supply a group structure chart.

# Is the entity a branch or subsidiary?

# During the past five years has the firm acquired / merged with another firm, or has the firm

# changed its name? [ ] Yes [ ] No

If **'YES'**, please provide details.

**15.** Please supply the names of all active Directors or Partners and Principal Officers.

# Regulatory Status

1. UK Intermediaries please provide your FCA reference number
2. If you are not a regulated organisation, please explain why not
3. Are you registered under the Consumer Credit Act 1974? (UK only) [ ] Yes [ ]  No
4. Do your permissions allow you to hold client monies? [ ] Yes [ ] No
5. Do you segregate client monies from the company's funds? [ ] Yes [ ] No

# Insurance Arrangements

1. Does the Company have Professional Indemnity insurance cover? [ ] Yes [ ] No

If **'YES'** Who is the carrier?

What is the maximum limit? What is the deductible or excess? What is the expiry date?

Please provide evidence of Cover

1. Do you maintain Fidelity Insurance for all officers and employees? [ ] Yes [ ] No

If **'YES'** Who is the carrier?

What is the maximum limit? What is the deductible or excess? What is the expiry date?

Please provide evidence of cover

1. Have you made a claim under your E&O/Fidelity/D&O Policies in the last 5 years? [ ]  Yes [ ]  No

If **'YES'**, please provide full details.

1. Have you ever made a professional negligence or dishonesty or are there any known circumstances that might give rise to a claim?

 [ ] Yes [ ]  No

If **'YES'**, please provide full details.

**Bank Account Details** (please provide a copy on headed paper)

Account Name:

Bank Name & Branch:

Address of Bank:

Account No

IBAN Number:

Sort Code (or other unique branch identifier:

If the bank details are for payment to a different account name to your legal name or to a bank account in different country to your operating or registered address, please provide an explanation why?

# Reputation and Standing

Has your company or have any of your principal personnel:

Been charged with or convicted of a criminal offence other than a minor motoring offence [ ] Yes [ ] No

Been subject to any application for liquidations, receiverships, bankruptcy or similar proceedings or been

subject to an administrative order [ ] Yes [ ] No

Had a licence or authorisation to conduct insurance business refused, suspended, withdrawn or not renewed [ ] Yes [ ] No

Been fined, disciplined, suspended or expelled by any insurance industry, trade association or regulatory body [ ] Yes [ ] No

If you have answered **'YES'**, to any of the above, please provide details below.

*We can confirm that: (i) to the best of our knowledge and belief the information contained in this questionnaire and any attachments related to it are correct; and (ii) we have read and agree to the Genesis Terms of Business attached to this questionnaire*

**Print Name:**  **Title:**

**Signature:**

**On Behalf of :**

**Date:**

# Checklist of additional information

#  The completed questionnaire should have the following documents attached Attached

#  A copy of your latest accounts and annual report [ ]

#  A copy of your current Professional Indemnity or Errors and Omissions certificate [ ]

#  A copy of any applicable current fidelity insurance [ ]

#  A copy of any applicable group structure chart [ ]

#  A copy of your Bank Details (on headed paper) [ ]

Jan 2022

Genesis Risk Solutions Limited is authorised and regulated by The Financial Conduct Authority. Registration Number 463687

Genesis Risk Solutions Limited - Company Number: 05638109

Operating Office:

2nd Floor, The Maltings

Locks Hill

Rochford, SS4 1BB

Registered Office:

Suite 2, Warren House

10 - 20, Main Road

Hockley, SS5 4QS

## Producing Intermediary Terms of Business ('the Terms")

**THIS AGREEMENT** will be effective from the date of execution and will replace any Sub-Agency Agreement signed by you with any trading division of Genesis Risk Solutions Limited prior to this date.

**BETWEEN**

**(1)** All trading names and trading offices and Appointed Representatives of **Genesis Risk Solutions Limited** whose trading office is Second Floor Suite, The Maltings, Locks Hill, Rochford, Essex, SS4 1BB (“the Underwriter”)

**(2)** All trading names and trading offices and Appointed Representatives of **The Agent, as listed on Page 2 of this document**

1. **Recitals**

* 1. This Agreement specifies the Terms under which the Agent will introduce business to the Underwriter on behalf of its clients, which it wishes to be placed by the Underwriter.
	2. In this agreement words importing the singular shall include the plural and vice versa.
	3. Headings are included for ease of reference and convenience only and shall not reflect the interpretation of the Agreement.
	4. This agreement does not, and is not intended to, confer or create any right enforceable by any person who is not a party to the contract.

2. **Definitions**

“Act” means the Financial Services and Markets Act 2000

“Agreement” means the terms and conditions contained in this document

“Client” means a client or potential client of the Agent

“Client Money” has the meaning it bears in the FCA Client Asset Sourcebook

“Commission” means any payment by us to you in consideration for placing Insurance Business

“Confidential Information” means all business and trade secrets, methods of doing business, and customer lists of any member of the Underwriter or Agent, excluding such information already in the public domain

“FCA” means the Financial Conduct Authority or any successor regulatory body

“General Insurance Business” means the scope of insurance business extended to you by the FCA on authorisation

“ICOBS” means the Insurance New Conduct of Business Sourcebook of the FCA

‘Insured’ shall include reinsured

“Insurance” shall include reinsurance

“Insurer” shall include reinsurer

“Intellectual Property Rights” means all intellectual and industrial property rights world wide, including without limitation any invention, patent, design or utility model rights, any copyright and trade marks, service marks, database rights, topography rights, trade names, domain names, commercial or Confidential Information, corporate symbol, logo and any other rights of similar nature

“Money Laundering Rules” means the Money Laundering Regulations 2007 and Proceeds of Crime Act 2002

“Rules” means the FCA Handbook of Rules, including regulations where applicable and amendments made from time to time

“Statement of Account” means your monthly or ad hoc statement of account produced in any format including but not limited to, disc, electronic mailing, Excel, Word or in writing

“Terms of Credit” means the terms of credit applied to your account by the Underwriter

3. **Regulatory Status of the Agent**

3.1 With effect from the date of execution of this Agreement both parties warrant and represent that they are fully authorised by the FCA to deal with General Insurance Business and that they will be able to fulfil their duties and obligations under this Agreement.

3.2 Both parties shall retain in force all FCA permissions necessary to enable them to transact in General Insurance Business and to meet their duties and obligations under this Agreement.

3.3 If it transpires that on or any time after the date of execution of this Agreement that either party is not duly authorised by the FCA, then this Agreement will be terminated with immediate effect.

3.4 Both parties warrant that they will immediately inform each other in writing if during any time that this Agreement is in force:

(i) their authorisation is suspended or withdrawn in full or in part by the FCA.

(ii) are subject to disciplinary action or are under investigation by the FCA or other regulatory authority.

(iii) are or become aware of an actual (including suspected) breach with the Rules or their inability to comply with them.

4. **Compliance**

4.1 You will hold, maintain and meet your own cost of Professional Indemnity Insurance of sufficient level in accordance with the requirements of the FCA and produce a copy of the cover note and or insurance contract on demand.

4.2 You shall inform the Underwriter immediately in writing if your Professional Indemnity Insurance is cancelled, voided, not renewed, or is deemed to be insufficient to meet your business needs or scale of your operations.

4.3 You warrant and represent that you have the requisite controls and systems in place to meet the requirements of the Money Laundering Rules and that you undertake to fully comply with the Money Laundering Rules applicable to your business.

4.4 You agree to inform the Underwriter immediately and confirm in writing if any of the following occur:

(i) there is a change to your ownership.

(ii) you change your trading name.

(iii) you become insolvent, appoint a receiver, administrator or manager over any part of their undertaking or assets, seek Liquidation or any analogous proceeding in any jurisdiction, or if any of their Principals become bankrupt.

(iv) the principal, owners, partners or directors of either party are subject to now, or become in the future subject to disciplinary proceeding instituted by a professional or regulatory entity and if the same are convicted of any criminal offence (excluding a motoring offence).

5. **Obligations**

5.1 The Agent’s duty to act in the best interests of his client shall be paramount.

5.2 This Agreement is personal to the parties hereto and shall not be assignable by either of them.

5.3 Nothing in this Agreement shall place the Underwriter under any obligation to accept any proposal or new business or the renewal of existing business put to it by the Agent, nor shall the Agent be under any obligation to accept on behalf of his client the terms put to him by the Underwriter in respect of any such proposal.

5.4 The Agent shall acquaint his client fully with the terms of this Agreement which affect the client’s rights, benefits or liabilities and the Underwriter shall only accept business under this Agreement on the basis that any client of the Agent has full knowledge of and accepts the terms of this Agreement in so far as they apply to the client.

6. **Instructions**

6.1 The Underwriter agrees to assimilate all underwriting information relating to the placement and/or claims collection for presentation to the insurance market.

6.2 The Underwriter agrees to prepare the broking slips or such other documentation as is required by the insurer(s) for the acceptance of the placement and or claims collection and shall ensure that such broking slips or documentation shall acknowledge the Underwriter’s appointment, if required.

6.3 The Underwriter agrees to advise the Agent of the warranties and conditions particularly any premium payment warranty or condition before instructions to bind cover are given.

6.4 The Underwriter will agree with the Agent, the insurer(s) or market(s) to be used prior to inception and that the Agent will be kept informed of the progress of the work carried out by the Underwriter.

6.5 The Underwriter agrees to present quotations to the Agent only on the terms quoted to the Underwriter by the insurer(s) quoting the gross premium, without amendment or alteration unless previously agreed by the Agent on behalf of the client and confirmed in writing to the Underwriter.

6.6 The Underwriter will not confirm the order to the insurer(s) or market(s) until a written instruction is received from the Agent on behalf of the client to commence cover.

6.7 The Underwriter agrees to obey the instructions of the Agent as are necessary for the Agent to comply with the FCA Rules.

6.8 The Underwriter agrees to immediately inform the Agent of any notice of cancellation, avoidance, or reservation of rights by the insurer(s) or market(s).

6.9 The Underwriter shall accept no liability whether to the Agent or the client for any error, omission, negligent act or defective advice or any loss or damage arising therefrom suffered by the Agent or his client as a result of the Underwriter acting in accordance with such instructions.

7. **Presentation & Renewal**

7.1 The Agent shall exercise the due skill, care and diligence required of him by the FCA. It is the duty of the Agent and his client to ensure that all matters material to the risk are accurately and completely disclosed to the Underwriter, to make the Underwriter aware of any material changes affecting the risk during the currency of the insurance contract and to ensure that all requirements of the Insurer(s) regarding additional information, declarations subsequently required and the like are complied with in a full and expeditious manner.

7.2 Information is material if: it would have an effect on the mind of a prudent Insurer in estimating the risk, or if it would affect the judgement of the Insurer in that the misrepresentation/non-disclosure induced the Insurer to enter into the contract of insurance on the relevant terms.

7.3 There is no duty on the Insurer to make enquiries and the burden falls upon the Agent as agent to the Insured.

7.4 If any material information is omitted or misrepresented, Insurers have the right to void the insurance contract and return any premium paid. The effect of this is that there is no longer an insurance contract in force and no claims will be paid. It is therefore extremely important that attention is paid to the information that is provided to enable the Insurers to consider the risk and to the accuracy and completeness of that information.

7.5 The Agent shall present all information to the Underwriter using such forms and / or proposal forms specified by the Underwriter or in such other manner as may be agreed between the Agent and the Underwriter. The Agent shall provide all further information required by the Underwriter to permit it to broke the Insurance.

7.6 The Underwriter reserves the right to decline to act on behalf of the Agent and his client.

7.7 Upon the Underwriter providing a quotation, the Agent, if he wishes to present such quotation to his client, shall present it on the exact same terms as those quoted to him by the Underwriter.

7.8 The Underwriter shall not be bound to incept the Insurance on behalf of the Agent, or his client, until written instructions are received from the Agent to commence such cover.

7.9 The renewal of the Client’s Business shall be the Agent’s responsibility, who will liaise with the Underwriter in accordance with the relevant ICOBS for either Retail Consumers, or Commercial Customers to allow for the proper and timely interchange of information and the subsequent consideration of renewal terms.

7.10 All documentation regarding the proposed contract of insurance required by the FCA under the provision of ICOBS shall be drafted in good time to permit compliance with the FCA requirements and once agreed shall be sent to the client by the Agent.

8. **Client Contact**

Without the prior consent of the Agent, the Underwriter will not contact the client directly, except in the case of clause 13.6, but including for the purposes of making a status disclosure under clause 9 below and any duty placed on the Underwriter by our Regulators.

9. **Status Disclosure**

If so required by the FCA under the provisions of ICOBS each party is responsible for making its own status disclosure to the client.

10. **Commission, Costs and Remuneration**

10.1 The Underwriter will allow to the Agent a proportion of its commission where received. Such proportion will be agreed and confirmed at the time of the placement unless there already exists an agreed rate of commission between the Underwriter and the Agent for a specific class of business.

10.2 The Underwriter will:

(i) provide details of the premium costs of each of the insurances offered. Not impose any fees or charges in addition to the premium required by the Insurer, without first disclosing the amount and purpose of the charge. The Underwriter does reserve the right to charge for insurance contract amendments, claims handling or cancellations.

(ii) be remunerated for arranging the insurance in the form of commission or Brokerage paid to the Underwriter by the Insurer(s) underwriting the insurance, unless the arrangement, which the Underwriter has with you, is that our services will be provided in return for an agreed fee.

(iii) in addition to such Brokerage, commission, or an agreed fee basis of remuneration as appropriate, the Underwriter will be entitled to benefit from and retain for its sole purpose:

- additional remuneration, which the Underwriter is able to generate from certain market(s) and its underwriting performance, which are not identifiable to any specific account.

- additional remuneration, which the Underwriter is able to generate from certain finance houses, which are not identifiable to any specific account.

- earnings, which the Underwriter is able to generate through management of cash balances, held on behalf of Insurers and clients.

10.3 In the normal course of operating as an insurance Underwriter, the Underwriter sometimes ask other Underwriters to assist us in responding to your instructions where the Underwriter believes this is to your benefit. Unless a fee arrangement has been agreed, these Underwriters will usually be remunerated by Brokerage, which will be included in the premiums charged.

10.4 Requests by clients for disclosure of commissions, fees and other aspects of remuneration are to be complied with by the parties and they will provide a prompt and accurate response in accordance with the FCA Rules.

11. **Claims**

11.1 It is essential that claims or circumstances that could give rise to a claim are notified immediately. Such notification should include all material facts concerning the claim. The insurance contract wordings will describe in detail the procedures and conditions attached to making a claim.

11.2 Where agreed, the Underwriter will provide a claims handling service for as long as the Agent remains a customer and the Underwriter will:

- if you require us to do so, give the Agent guidance in pursuing a claim under the insurance contract.

- handle claims fairly and promptly and keep the Agent informed of their progress.

- inform the Agent in writing if the Underwriter is unable to deal with any part of a claim.

- account to the Agent, without avoidable delay, once a claim has been agreed and settled.

11.3 The Underwriter reserves the right to charge a reasonable fee for our services if, for whatever reason, the Agent ceases to be a customer but wishes us to handle claims on the Agent’s behalf and if the Underwriter agrees to handle such claims.

11.4 Claims settlement will be dependent upon collection from the Insurer(s). Part payments may be made during the collection process and the Underwriter cannot be responsible for the wrongful non-payment or delay in payment by the Insurer(s) of any claim.

12. **Client Monies**

12.1 Both parties warrant and represent that they will hold all regulated client monies and where permitted insurer monies in accordance with the FCA Rules.

12.2 The Underwriter will confirm to the Agent, as required, when client monies have been paid to insurers *in order to satisfy CASS 5.5.81(4),* but only where risk transfer has not been accepted by an Insurer.

13. **Credit & Accounting**

13.1 Unless otherwise agreed our Terms of Credit are strictly 30 days from each policy inception date, unless otherwise agreed.

13.2 The Underwriter will be responsible for the preparation of a Statement of Account, which may take the form of but not limited to paper, disk, tape, electronic mailing, Excel and Word documents and this statement, unless otherwise agreed, will be the basis of accounting transactions between us.

13.3 The Statement of Account will be rendered to the Agent on a monthly basis by the Underwriter. Payment of all monies due net of commission, but inclusive of insurance premium tax must be settled on or before the 21st day of the month following the month in which the entries are debited/credited, other than when the Insurer(s) stipulates that payment must be made outside of these standard terms of credit.

13.4 Failure to settle accounts in accordance with clause 13.3 shall be seen as a material breach of this Agreement and will be treated as such.

13.5 Settlements shall be made in accordance with clause 13.3, but for the avoidance of doubt, your obligations shall be unaffected:

(i) if you have without prior consent allowed credit to your client.

(ii) if you have obtained extended deferment periods from any premium finance house.

(iii) if you have delays within your own accounting systems.

13.6 Without releasing the Agent from his obligation to make payment to the Underwriter for any premiums which are due, the Underwriter may, after providing at least 7 days written notice of its intention to do so, approach the client directly to obtain payment of any outstanding sums due for payment to the Underwriter in accordance with this Agreement.

14. **Responsibility for Premiums**

14.1 For the avoidance of doubt, the Underwriter has no obligation to fund any premiums, duties, fees and taxes on behalf of the Agent or the insured and has no responsibility for any loss which the Agent and/or the insured may suffer as a result of Insurers cancelling the insurance contract or taking any other prejudicial steps, as a result of the late payment of such sums if such delay is attributable to either the Agent or the insured.

14.2 Once the Underwriter has received confirmation of the acceptance of the terms, or variation thereof of the Agent’s client’s insurance, as applicable, the Agent shall be liable to the Underwriter for the payment of all premiums, which may be or may become due at any time relating to the insurance.

14.3 In the event of the failure of the Agent to collect payment of the premium from his client by reason of the client’s bankruptcy, liquidation, creditor arrangement, insolvency or any analogous proceeding in any jurisdiction, but not by virtue of any dispute between the Agent and his client, the Underwriter will use its best endeavours to recover the largest return premiums possible from insurers in order to mitigate the loss of the Agent.

14.4 Notwithstanding any action taken by either party, in the event of any premium not being paid to the Underwriter by the Agent or his client within the terms of this Agreement, the insurance cover to which such premium relates may be cancelled by Insurers. Such notices of cancellation being given in accordance with the insurance contract or certificate wording.

15. **Termination**

15.1 This Agreement may be terminated by mutual agreement between both parties on giving written confirmation to each other or by either party giving not less than 60 days written notice to the other of their wish to terminate the Agreement.

or

15.2. Forthwith by either party, in the event of the Underwriter or Agent becoming insolvent, appointing a Receiver or Manager, seeking Liquidation or any analogous proceeding in any jurisdiction or any of its Principals becoming bankrupt.

15.3 In the event of termination nothing in this Agreement shall affect the right of action of the Underwriter as detailed in this Agreement or its rights to recover premium from the Agent, its clients or any of them, or to apply any return premiums received from Insurers against any monies which may be owed to it by the Agent or its client.

15.4 In the event that our services are terminated by the Agent other than at the expiry of the relevant insurance contract period or at renewal, the Underwriter will be entitled to retain any or all fees or Brokerage payable (whether or not the same has been received by the Underwriter and including for the avoidance of doubt, any such sum due in respect of any outstanding instalment(s) of premium or in respect of any premium payable in respect of any subsequent annual period forming part of an insurance agreed for a period in excess of one year) in relation to the relevant insurance contract/contracts (or any amendment thereto) placed by the Underwriter prior to the date of termination.

15.5 In addition to the above the Underwriter shall be entitled to immediately terminate this Agreement should the Agent be in breach of any of the events as set out in clause 3.1 or clauses 3.4 (i) to 3.4 (iii).

15.6 Either party to this Agreement shall be entitled to terminate the Agreement on written notice if:

(i) the other party is in material breach under the terms of this Agreement and that such breach cannot be rectified within 30 days of said breach being notified.

(ii) the other party is in persistent material breach of this Agreement.

16. **Confidentiality**

Both parties will treat information received from the other relating to this Agreement and to the insured’s business as confidential information and will not disclose it to any other person not entitled to receive it, except as may be necessary to fulfil their respective obligations in the conduct of the business and except as may be required by law or regulatory authority.

17. **Intellectual Property Rights**

Both parties will retain ownership of all their respective rights, including intellectual property rights, in the products, data, databases, computer programs, documents, materials, ideas or other information or any compilation thereof used in the performance of the services. The Parties agree to do whatever is reasonably necessary to confirm or give effect to such ownership to the extent that any products, data, databases, documents, materials, ideas or other information constitute an original item developed by either party as a consequence of performing the services. Each Party agrees to do whatever is reasonably necessary to confirm or give effect to such rights vesting in the developing party. Unless first agreed otherwise, each party has the right to use any jointly developed intellectual property for any purpose whatsoever.

18. **Force Majeure**

Neither party will be liable or deemed to be in default for any failure in performance or delay in respect of this Agreement, if such failure or delay is caused by circumstances or conditions beyond its reasonable control, including but not limited to Acts of God, insurrections and wars.

19. **Enforceability**

If in the event that any provision of this Agreement is found to be illegal, invalid or unenforceable, then such provision will be deemed to be deleted from the Agreement, but the remainder will remain in full force and effect.

20. **Governing Law**

In respect of insurance contracts issued in England and Wales, these Terms of Agreement will be governed by, and construed in accordance with, the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales. In respect of insurance contracts issued in Scotland, these Terms of Agreement will be governed by, and construed in accordance with, the Laws of Scotland and the parties submit to the exclusive jurisdiction of the Courts of Scotland.

21. **Annual Accounts**

The Underwriter reserves the right to request a copy of the Agents annual audited accounts.

22. **Variation**

Any variation to the terms of this Agreement must be confirmed in writing and signed by both parties hereto including provision for clause 19.

23. **Security**

We do not guarantee the solvency of any Insurer we place business with. However, Genesis Risk Solutions Limited has a strict security policy when selecting Insurers with whom to place business. If we are unable to place insurance that satisfies your clients specific needs with an Insurer that meets our security criterion, we will advise you.

In the event that an Insurer with whom we have placed your client’s policy ceases to trade or becomes insolvent, we will use our best endeavours to assist both you and your client. However, where the affected Insurer has granted Risk Transfer to us, premiums held by us awaiting payment to the Insurer are deemed to have been paid to that Insurer and therefore cannot be claimed back by clients. Equally, any claims payments settled to us by the Insurer will be considered as forming part of their assets or that of their Liquidators. A liability for the premium, whether in full or pro rata, may arise under policies where a participating Insurer becomes insolvent.

24 **Anti Bribery, Corrupt Payments and Inducements**

Genesis Risk Solutions Limited does not accept that bribery (including the influencing of public officials) is a legitimate means of winning business and will not condone any involvement by staff, or business associates in any form of bribery. It is the policy of Genesis Risk Solutions Limited to take all reasonable and proportionate measures to avoid involvement in bribery, corrupt payments and inducements in the conduct of its business and in order to satisfy its obligations in this regard, Genesis Risk Solutions Limited, or its subsidiary companies may ask its trading partners for additional details regarding transactions undertaken.

25. **International Sanctions**

In relation to the application of laws, regulations, edicts, sanctions, prohibitions or restrictions (hereinafter referred to as sanctions) upon various countries, entities and persons by among others the United Kingdom, the European Union, the United States of America and the United Nations and the consequences of breaching those sanctions Genesis Risk Solutions Limited will take reasonable steps to adhere to the sanctions but will not be liable for any act, or lack of action, which would expose Genesis Risk Solutions Limited to the punitive effects of any such sanctions. In relation to claims, should a breach lead to refusal by an insurer or reinsurer to pay out for a claim under any policy Genesis Risk Solutions Limited accepts no liability relative to such claim or for any associated costs claims fees or other expenses.

Please therefore ensure when approaching Genesis Risk Solutions Limited in the course of insurance mediation activity or otherwise that there is nothing within the subject matter under discussion which could cause a breach of any such sanctions and which may expose Genesis Risk Solutions Limited or its employees to a risk of prosecution.

26. **Changes in Law and or Regulation**

In the event of a change in law or regulation (including the FCA Rules), which affect any of the parties’ obligations under this Agreement, the parties will co-operate in good faith to agree any necessary amendment(s) or variation(s) to the Agreement.

## Please contact us immediately if there is anything in these Terms that you do not understand or with which you disagree, or if you have any questions.

**If we receive from you an instruction or confirmation of an order to arrange cover, this will in any event be deemed acceptance by you of these Terms in full and without amendment.**

**Schedule 1 - Data Protection Information Notice**

Genesis Risk Solutions Limited is committed to protecting the privacy and security of your personal data.

As an intermediary providing regulated insurance broking services, Genesis is required under data protection laws (including the General Data Protection Regulation) to notify you of the information contained in this privacy notice.

We may use your personal data in our role as an insurance intermediary. This may include for the purposes of Quotation / Inception, Policy Administration, Claims Processing, Renewals, Marketing and other purposes necessary for the provision of insurance throughout the insurance lifecycle. We may transfer, store and process the data that we collect from you at a destination outside the European Economic Area.

For more information about:

* how the insurance market works;
* what information we may collect about you; where we might collect your information from;
* why we collect this information and what we do with it; how we protect your information;
* who we might share your information with;
* how long we keep hold of your information; and
* the rights you have in relation to the information we hold about you and how you can exercise them;

please review our full Privacy Notice available on our website at: <https://genesisrisk.co.uk/privacy-policy/>