

Commercial terms of business

Everybody benefits



Contents

1. What this document is for	3
2. Who we are.....	3
3. The services we offer	3
4. What we charge and how we're paid	4
5. Fees in lieu of commission	4
6. Your disclosure responsibilities	5
7. Cancelling or making mid-term changes to your insurance policy	5
8. Making a claim or reporting a potential claim against your insurance policy.....	6
9. Renewing your insurance policy	6
10. Receiving payments from clients	6
11. Use of personal data	6
12. Financial crime	7
13. Complaints and compensation	7
Lloyd's insurance policyholders	8
The Financial Ombudsman Service	8
Online purchases.....	8
14. Financial Services Compensation Scheme	8
15. Limitation/exclusion of liability.....	8
16. No waiver or amendments and our right to assign.....	9
17. Insurer solvency	9
18. Governing law	9

1. What this document is for

This document is an offer by us to provide services in setting up and managing insurance for you. We will refer to it as the **terms**.

We will assume you have accepted the terms unless you tell us you do not.

If you don't wish to be bound by these terms then you should not instruct us to set up, renew or otherwise deal with your insurance needs.

We recommend that you read these terms carefully for your own benefit and protection. It's a legal document, but we've tried to make it as easy to read as possible. Where we've had to use technical terms, we've put alternative words in brackets afterwards – these words are meant to help clarify what the technical term means and if there's any contradiction or confusion about which applies, the technical term takes precedence. If you don't understand any point, please ask us for further information.

These terms replace all proposals and prior discussions and representations, whether oral or written, between us relating to our appointment as your agent for the setting up and managing of your insurance.

In most cases, these terms will terminate and be of no further effect if you cancel or fail to renew your insurance. If we carry out any services post-cancellation/failure to renew, these terms might continue to apply.

2. Who we are

References to “we” or “us” are to Health and Protection Solutions Limited, trading as Everywhen. We're an independent insurance intermediary (agent). This means we work as the link between you and the insurer to set up your insurance – we're not associated with any insurance company, and we don't insure you. We're part of The Ardonagh Group (www.ardonagh.com), authorised and regulated by the Financial Conduct Authority (FCA), financial services register number 308189. Our details can be checked on the FCA Register at the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

Our FCA authorisations mean that we are allowed to:

- Recommend insurance policies
- Set up insurance
- Assist with the managing of insurance policies, all in connection with general insurance

The Ardonagh Group also includes business units that may have the authority to underwrite (guarantee), price, design or develop insurance policies on behalf of insurers. Such products may be marketed as products of The Ardonagh Group but will always be underwritten by an insurer outside of The Ardonagh Group.

3. The services we offer

Our services include:

- Advising you on your insurance needs
- Setting up insurance with insurers to meet your requirements
- Issuing policy documentation to you in a timely manner
- Helping you with any ongoing changes you wish to make to your insurance

- Helping you make a claim

We'll try to ensure the products or services we offer match your requirements. We will try to identify your insurance needs based upon information you provide to us. If we can't match your requirements, we'll explain the differences in the product or service we can offer and will aim to provide you with enough information so you can make an informed decision about your insurance. Where we're not providing advice or a recommendation, we may ask you some questions to narrow down the selection of products. You'll then need to make your own choice about how to proceed.

We'll explain the main features of the products and services we offer you, including details of the insurer, main details and benefits of cover, any unusual restrictions or exclusions, any significant conditions or obligations which you must meet, and the period of cover. If you need extra time to consider the products or services we've offered, we'll try to:

- Confirm how long you have to accept the insurance on the terms we have offered and/or
- Give you a written quote if you request one, including all the information we believe you need to make an informed decision and/or
- Provide you with a sample policy if you ask for one

We might provide some of the services through other members of The Ardonagh Group.

4. What we charge and how we're paid

Unless otherwise agreed with you, the payment we receive in respect of your insurance policy will be commission from insurers and in certain circumstances may be the fees we charge you for our service. Commission and fees are earned by us at the time we place your insurance.

Commission

Where we receive commission from insurers, this will be a percentage of your total annual premium. We'll be entitled to retain all payments we earn in relation to your insurance policy, including any commission resulting from any additional premium payable during your cover period.

Fees

We may charge a fee for our services when you buy or renew an insurance policy and will always inform you of any such charge before you purchase an insurance policy. Our fees are non-refundable even if you cancel your insurance policy.

You have a right to request information regarding any payment that we may have received for setting up and renewing each of your insurance policies.

5. Fees in lieu of commission

This section applies where we have agreed to charge fees in lieu (FIL) as an alternative to receiving commission. This means we'll charge you for our services instead of being paid by the insurer who we arrange your insurance policy with.

The services we will perform will be set out in a separate insurance broking services agreement ("service agreement"). If we do receive commission, which is directly connected with the insurance(s) placed by us on your behalf, it will be retained by us but may be used to reduce the amounts that become due and payable by you under these terms.

Unless otherwise agreed by us, the FIL will cover the period set out in the service agreement. The FIL is calculated by reference to the full term of the insurance policy or policies arranged for you. Unless we agree otherwise, no refund of any FIL or other remuneration shall be payable in the event that the actual period of insurance is less than the full term or you terminate these terms before the expiry of any policy arranged by us on your behalf.

If we're obliged to refund any commission which has been paid to us and retained by us in lieu of all or part of the FIL because your insurance is retained for less than the full term, or you terminate your policy/ies, we reserve the right to charge you for the amount of commission refunded.

We may charge fees in addition to the FIL where we provide services at your request that aren't included in the service agreement. We'll agree these additional charges with you before they're incurred, failing which, the additional fee will be calculated by reference to the hourly charge out rate which applies to the staff involved in providing such additional services. The hourly charge out rate for any additional services is subject to any applicable tax, which may be levied from time to time, and does not include travelling or other expenses where the additional services are performed other than at our offices.

Our fees will be based on our estimate of the work involved in delivering the agreed services, in combination with the cost and complexity of your insurance arrangements. All fees will be agreed in advance with you.

6. Your disclosure responsibilities

The law requires that you make a "fair presentation" of the risk to insurers. To do this you need to undertake a reasonable search for and disclose all information that may be material to the insurance, including by making specific enquiries of partners, directors and senior management involved in the business and its subsidiaries. You must also ask other people inside and outside your organisation who may have material information. You should also answer all the questions we ask you accurately and to the best of your knowledge and ability.

You must tell us of anything that may be relevant or important for insurers to know so that they can make decisions on whether to offer cover, the type of cover to offer, the terms to be applied and the required premium. If you don't do this and a relevant piece of information is missed, then your cover may be prejudiced or become void, you may be charged a higher premium, have claims reduced, or not paid at all.

For example, you should inform us of any different, special or any unusual aspects of your business activities in comparison to what would be considered 'typical' for your trade, business or profession. Also, if anything changes from what you have previously advised to us you should let us know so that your insurers can be advised.

7. Cancelling or making mid-term changes to your insurance policy

Please note that cancellation rights vary between insurers and you should check your policy documentation if you are considering cancelling your policy. To exercise your right of cancellation, contact us either by telephone, email or letter, within the time limits set out in your policy documentation. If you exercise your right to cancel, your policy your insurer will, as a minimum, charge you for the period during which you were covered, and other charges may be applied to cover the insurer's and our costs in arranging the cancelled policy.

Be aware that some insurers do not offer any refund of premiums for cancelled policies.

8. Making a claim or reporting a potential claim against your insurance policy

If you wish to make a claim or report a potential claim, please follow the instructions provided with your policy documentation, quoting your insurance policy number or other reference given to you.

If we need to be notified as well as, or instead of, your insurance company, we'll have provided you with details and a telephone number at the time we sold you your insurance policy and/or in the documentation you received from us.

It's essential that you notify your insurer promptly if you find out about something that may mean a claim is made against your insurance policy. If you don't tell your insurer straight away, your insurer might refuse to accept a claim.

9. Renewing your insurance policy

We'll write to you before the end of your insurance policy explaining what you need to do and, if we can renew your insurance policy, will arrange to send you details of the cost and terms.

We may automatically renew the insurance policy where you have given us authority to do this, to make sure you remain continuously insured.

If you don't tell us, or your insurer, that you don't want to renew your insurance policy, your insurer may assume - but has no obligation to - that you need them to renew the policy to protect your interests. If they do renew your insurance policy, you may be liable (responsible) to pay your insurer. In addition, if you pay for your insurance policy by direct debit or instalment payments, your insurer will continue to accept payment from you unless and until you notify your insurer that you wish to cancel your policy.

10. Receiving payments from clients

The Everywhen employee benefits team does not handle client monies. We never handle cash or accept a cheque made out to us unless it is a cheque in settlement of our charges or disbursements which we have previously disclosed to you (normally through a fee agreement). Crossed cheques should only be made payable directly to the insurance company and to the relevant third party for various ancillary fees.

You shouldn't give any money or write cheques payable personally to an individual adviser. Individuals that represent Everywhen aren't permitted to handle client money and any receipt by them personally of such a payment won't be regarded as being a transaction for which we have any responsibility.

11. Use of personal data

Everywhen, a trading name of Health and Protection Solutions Limited and Advisory Insurance Brokers Limited is the data controller for the personal information you provide, and we're committed to keeping your information safe and secure. We use your personal information to communicate with you and to provide you with the products and services you need or are of interest. We also share information with other companies, including insurers and finance

companies, to assess and obtain the quotes and covers you may need. We also share information with other organisations where we need to do so by law.

Only where you've given us consent to do so, we may also from use your information to provide you with details of offers relating to additional products and services from The Ardonagh Group.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices. Our fair processing notice can be found on our website <https://www.everywhen.co.uk/employee-benefits/fair-processing-notice> that explains in more detail how we use and share your personal information and informs you of certain rights you have regarding your personal information. If you're unable to access this website, we can send the fair processing notice to you at no cost.

You can also contact us for general data protection queries by email to advisorydataprotection@everywhen.co.uk or in writing to:

The Data Protection Officer, care of the office of the Chief Information Officer
The Octagon
Colchester
CO1 1TG

Please provide as much detail as possible to help us comply with your request.

12. Financial crime

In providing our services to you, we'll not engage in any activity which would breach any applicable financial crime law, statute or regulation. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering and/or combatting the financing of terrorism.

We'll not arrange any insurance, benefit or pay any claim which may result in us breaching any such laws, statutes or regulations. Where we reasonably believe that it's necessary or desirable, we may take certain actions including, but not limited to, ceasing to provide services to you, freezing funds held on behalf of you or a third party and/or passing on your details to relevant authorities or regulators. Where we reasonably believe that we're prohibited from doing so, we'll not disclose the fact that we have taken such actions against you.

13. Complaints and compensation

Our aim is to always provide a high standard of service to you. However, we recognise that things can go wrong occasionally and if this happens, we're committed to resolving matters promptly and fairly.

If you wish to complain please contact us in any of the following ways:

By email: haps-compliance@everywhen.co.uk (Please mark your correspondence as 'Complaint')

In writing:

Everywhen
West Park House
23 Cumberland Place
Southampton

SO15 2BB (Please mark your correspondence as 'Complaint')

By telephone: 023 8063 2880

In all cases, please quote your insurance policy number or any other reference we have given you.

Our complaints procedure is available on request.

Lloyd's insurance policyholders

If your insurance is provided by underwriters at Lloyd's, we'll confirm this to you when acknowledging your complaint. If you're unhappy with our response to your complaint, you may be entitled to refer the matter to the complaints team at Lloyd's. Lloyd's will investigate the matter and provide a final response. Full details of Lloyd's complaints procedures are available at www.lloyds.com/complaints

The Financial Ombudsman Service

If you're unhappy with our decision, or one provided by Lloyd's where applicable, or if we don't complete our investigation within eight weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS).

FOS is an independent and free service for settling disputes between businesses providing financial services and their customers. Further information on FOS and whether you would be eligible to refer your complaint to them can be found at www.financial-ombudsman.org.uk.

If you live outside the United Kingdom or if you prefer not to deal directly with FOS, you may be able to refer your complaint to a local dispute resolution provider.

Online purchases

For purchases made online, the European Commission (EC) has established an online dispute resolution platform. The platform can be found on the EC's main website (<https://ec.europa.eu/>) and will direct you to an alternative dispute resolution provider to help resolve your complaint. In the UK, it will be FOS.

14. Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we or your insurer can't meet our or its obligations, depending on the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk.

15. Limitation/exclusion of liability

Our liability (responsibility) for losses suffered by you, as a consequence of us performing of our services negligently, is limited **in all circumstances to £1,300,000 per claim**.

For any other claim arising out of our performance or non-performance of the services, our liability is limited to the amount of commission and fees which we received for setting up the insurance policy under which the claim is made, during the policy period in which the incident that gave rise to the claim took place.

We won't be liable for any indirect losses or for any loss of profit, loss of business, loss of data, loss of anticipated savings, fines, compensation or additional borrowing, whether such losses are direct or indirect. Nothing in this paragraph will exclude or limit our liability for death or personal injury caused by our negligence or for loss caused by our fraud, wilful misrepresentation or breach of the regulatory obligations we owe to you.

You're welcome to contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above, however, an additional charge and other terms may apply.

16. No waiver or amendments and our right to assign

Any delay on our part in enforcing (pursuing) any of our rights under these terms, either in whole or in part, will not be deemed to be a waiver by us of such rights.

Neither we nor you may amend these terms at any time during the period of your insurance unless we both agree to any such changes, or unless they are required to reflect a change of applicable law or regulation, in which case we may make amendments to these terms, and they'll be deemed to be accepted by you. Whenever possible, we will provide at least one month's written notice to you before any such changes take effect.

We may freely assign (transfer) or delegate all or any part of these terms and/or the services provided under these terms to any third party. In the event that we assign or delegate all, or any part, of these terms to a third party your rights under these terms will not be adversely affected.

17. Insurer solvency

We monitor insurer solvency on an ongoing basis and endeavour to place business with insurers with adequate levels of financial solvency. However, we can't guarantee the solvency of any insurer and shan't be liable (responsible) for losses suffered by you in the event of the insolvency of an insurer.

18. Governing law

These terms are governed by the laws of England and Wales and if there is any dispute about these terms or the services we provide under them, we both agree to the jurisdiction of the English courts (they should be decided by English courts).



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www.everywhen.co.uk

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