

TERMS OF BUSINESS

V25 (web) – Effective 25 May 2021 / Page 1 of 2

1. Company Details	<ul style="list-style-type: none"> HJC Actuarial Consulting Limited (HJC Actuarial), formed in 2003 Registered in England & Wales: Number 04689945 / VAT GB 814 7718 17 / Data Protection Act: Z7996369 Registered Office: The Garden Studios, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, UK I am the sole Director and shareholder. I am a sole practitioner, there are no other actuaries or staff in the company.
2. Independence	I am independent of, and do not accept commission from, any insurance companies or insurance brokers
3. Professional Indemnity (PI)	My PI insurance complies with the IFOA rules; cover details (<i>and other insurances, e.g. PL</i>) are available upon request. No. of PI claims made/circumstances notified since 2003: None.
4. Professionalism	I will comply at all times with the requirements of the Actuaries Code and other Professional Standards (details available on request)
5. Conflicts of Interest	I will not carry out any work involving a conflict of interest with another client, unless both clients agree a suitable way forward.
6. Third Parties (TPs)	I accept no responsibility and shall have no liability in contract, tort or otherwise, directly or indirectly, to any third party whatsoever.
7. Draft Reports/Advice	Reports are initially issued in draft, for review/corrections etc; drafts are not suitable for decision-making, until finalised
8. Service Level Agreement (SLA)	Response to emails, phone messages etc.: within 2 working days
9. Verbal Advice	Verbal advice should not be relied upon, unless confirmed in writing.
10. Document Security & Retention	I will use reasonable security precautions to store all documents/data etc. supplied by you to me for (6) years from the report date.
11. Events beyond my/your Control	Neither I nor you shall be liable in any way for performance issues consequent on causes outside of our reasonable control.
12. Copyright and Intellectual Property (IP) Rights	I retain all copyright and IP rights in everything developed by me before or during the course of an engagement However, you have the full right to distribute freely copies of any materials within your own organisation. If you wish to distribute copies outside of your own organisation, this requires my written permission, which is not unreasonably withheld.
13. Availability of Data	I will form my results and conclusions based on the data you provide to me, together with my wider market knowledge. It is possible that, should additional data be available (and requested by me) but not provided, this would give different results.
14. Health & Safety Requirements	I will co-operate with your reasonable health and safety requirements whilst on your premises
15. Equal Opportunities	I will treat all employees, contractors, clients and job applicants equally without regard to any characteristic.
16. Contract Termination	Either party may terminate this contract with 5 working days' written notice (28 calendar days for all retainer [monthly] contracts).
17. Jurisdiction	These terms shall be governed by the laws of England and Wales; any disputes arising shall be subject to the English courts. The exception is work performed for clients located in Scotland, for which the laws of Scotland/the Scottish courts, will have jurisdiction.
18. Confidentiality	<p>I will treat everything which you provide to me (<i>including your company name and issues/project details</i>) as confidential. This means that:</p> <p>I will not disclose to any third party anything supplied to me by you, without your prior written consent, except information:</p> <ul style="list-style-type: none"> which is or becomes public knowledge (other than by a breach of an obligation of confidentiality), or which is or becomes known from other sources without restriction on disclosure, or which is required to be disclosed by law or by any professional or regulatory obligation <p>(<i>the obtaining and renewing of professional indemnity insurance usually requires disclosure by me of clients, projects, emails, reports etc. to professional indemnity insurers, as requested, on a strict basis of confidentiality</i>).</p> <p>Similarly you must treat anything which I provide to you as confidential. This means that:</p> <p>You will not disclose to any third party anything supplied to you by me, without my prior written consent, except information:</p> <ul style="list-style-type: none"> which is or becomes public knowledge (other than by a breach of an obligation of confidentiality), or which is or becomes known from other sources without restriction on disclosure, or which is required to be disclosed by law or by any professional or regulatory obligation (such as requests under the Freedom of Information (FoI) Acts or Data Protection Acts) or disclosure to your auditors.

TERMS OF BUSINESS

V25 (web) – Effective 25 May 2021 / Page 2 of 2

<p>19. Regulation</p>	<p>HJC Actuarial is authorised and regulated by the Institute & Faculty of Actuaries (IFOA) to provide Insurance Distribution Activities to business clients where these are complementary to or arise out of the professional services I am providing to the client. <i>(Such activities include negotiation with insurers of premiums and terms for specific policy purchases/policy commutations/loss portfolio transfers or selection/recommendation of insurance products (or their selective cancellation) to meet your needs.)</i></p> <p>HJC Actuarial is not authorised by the Financial Conduct Authority (the FCA). However, we are included on the register maintained by the FCA so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the IFOA. The register can be accessed via the FCA website https://register.fca.org.uk/s/ (<i>"Exempt Professional Firms": This type of firm (such as solicitors, accountants and chartered surveyors) can provide some regulated products and services as part of their normal professional services, without being authorised or an agent of an authorised firm</i>)</p> <p>In the unlikely event that my professional indemnity insurance coverage (and my firm's other financial resources) is insufficient to meet claims against me, you will not have access to any FCA compensation scheme.</p> <p>However, a condition of IFOA licences is that the IFOA can impose compensation and/or fines against licensed (regulated) firms.</p>
<p>20. Complaints Procedure</p>	<p>If at any time you are dissatisfied with my service, you should inform me in writing.</p> <p>I will look into any complaint carefully and promptly and do all I can to explain the position to you.</p> <p>I will aim to provide a full response within 5 working days, unless the matter is complicated, such as where other organisations need to be contacted (in which case I will let you know what action is being taken and when I expect to provide you with a full response, including any remedial measures).</p> <p>If you are still not satisfied after I have attempted to put things right, you may complain to my professional institute:</p> <p>The Institute and Faculty of Actuaries (IFOA), 7th Floor, Holborn Gate, 326 - 330 High Holborn, LONDON, WC1V 7PP, UK www.actuaries.org.uk</p> <p>My personal actuarial reference number (Member number) is 001610 My firm's IFOA DPB reference number is 000117; My firm's Financial Conduct Authority DPB reference number is IoA 22277</p> <p>Number of complaints made since 2003: Nil; number resolved: nil; number unresolved: nil</p>
<p>21. Limitation of Liability</p>	<p>My firm's liability in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this engagement shall be limited in total to £2,000,000 (i.e. two million pounds sterling).</p> <p>This covers claims of any sort whatsoever (including interest & costs) arising out of or in connection with this engagement.</p> <p>It is not applicable to claims for:</p> <ul style="list-style-type: none">• any liability for death or personal injury• any other liability for which exclusion or restriction is prohibited by law• or liability arising as a result of fraud on my part <p>Subject always to the limit of liability above, my firm's liability to you arising out of or in connection with any work shall be limited to</p> <ul style="list-style-type: none">• that proportion of the loss or damage (including interest and costs) suffered by you• which it is just and equitable for me to assume• having regard to the extent of my responsibility for the loss and damage in question.

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