

**Terms & Conditions  
applicable to use of  
the 21two1.co.uk  
website and  
web-based  
underwriting facility**



## The meanings of terms and abbreviations

### Authorisation

All necessary authorisation from the FCA pursuant to FSMA

### FCA

The Financial Conduct Authority and or any successor body and their officers and agents

### FSMA

The Financial Services and Markets Act 2000 and the rules and regulations made or having effect there under

### The Company/We/Us

21two1.co.uk is a trading style of Amwins Global Risks Limited – our registered address is 22 Bishopsgate, London EC2N 4BQ

### Intermediary/You/Your

An Insurance intermediary who has registered a user account at 21two1.co.uk

### Client/Insured

An individual or corporate body that you can show to be your existing and/or prospective customer

### Regulated Activities

All applicable statutes, statutory instruments, order regulations and codes of practice (whether or not having the force of law) in force from time to time and in particular but without limitation the requirements, FCA rules, regulations, guidance and codes of practice

### Underwriters

Means Lloyd's Syndicates, Lloyd's Managing Agents, Coverholders and/or Insurance Companies with whom We are authorised by agreement to bind insurance contracts

1. These terms and conditions govern the terms of business between 21two1.co.uk (The Company) and the Insurance Intermediary (whether sole trader, partnership or body corporate) who has registered a user account at 21two1.co.uk.
2. These terms and conditions are deemed to be accepted and in effect once the Insurance Intermediary (You) creates a user account at 21two1.co.uk.
3. Amwins Global Risks Limited is authorised and regulated by the FCA in accordance with the FSMA in the dealing with non-investment insurance contracts and has been granted the permissions necessary to carry out this business.
4. It is a condition precedent to and a continuing term of this Agreement that You continue to be registered with the FCA and have permission to undertake the Regulated Activities to be conducted under this Agreement.
5. For the purpose of this Agreement You are acting at all times as an agent of the Client and not of the Company and You have no authority to act on behalf of the Company. You are solely responsible for the advice You give to your Clients.



6. We will be responsible for the placement and transaction of the insurance business with Underwriters. The said insurance business having been introduced by You and We shall at all times conduct our activities and relationship with You with utmost good faith and integrity and in accordance with the Rules and Regulations of the FCA relating to the Regulated Activities for which We are authorised.
7. You undertake to conduct all activities forming part of Your relationship with Us in a professional and diligent manner and in accordance with the Rules and Regulations of the FCA relating to the Regulated Activities for which You are authorised.
8. Nothing this Agreement shall however require Us to accept any proposal for insurance or renewal of any existing insurance or to maintain cover in respect of any existing insurance if in Our sole discretion We decline to do so.
9. You undertake to advise Us of any material facts provided by the Client in respect of any insurance underwritten or proposed to be underwritten by Us on behalf of Underwriters and/or in the event of You becoming aware of any non-disclosure of information by the Client you undertake to inform us immediately.
10. You undertake to promptly provide to your Client all communications provided by Underwriters and particularly to ensure that your Client is provided with a copy of the coverage terms and conditions at or before inception where possible or as soon as possible thereafter
11. You undertake to ensure that you will make each Client aware of the of the nature, scope and extent of their insurance as well as their rights and obligations in respect of such insurance including without limitation:
  - i. the duty of utmost good faith and the obligations to disclose all circumstances material to the insurance effected or to be effected and the consequences of failure to disclose such facts to Insurers
  - ii. the responsibility to ensure that all answers or statements made in enabling You to obtain a quotation, completion of any proposal form or statement of fact, claim form or other material documents are true accurate and complete and that the inclusion of any incorrect information or omission of material fact may result in a claim being repudiated.
  - iii. their obligation concerning the timely payment of premiums and the Company's right to cancel insurances in the absence of such payment
12. You are responsible for ensuring that Clients are provided with the information prescribed in the FCA Insurance Conduct of Business rules, where applicable
13. You are responsible for diligently pursuing the payment of premiums on all new policies, amendments and renewals written by Us under this Agreement from the effective date of said new policy, amendment or renewal, and promptly remitting them to Us.
14. Premium payments shall be made net of commission properly due to You.
15. Your obligations to us shall be unaffected by any arrangement whereby You have allowed credit to the insured or your inability to obtain monies from the insured.



16. You will advise Us immediately you become aware of any potential premium payment issue that could result in a premium amount being received later than the permitted credit period (30 days).
17. In the absence of payment of premium for any specific insurance within the credit period (usually 30 days) stated on the relevant invoice, Underwriters reserve the right to cancel coverage from inception or a later date to be specified. You shall be informed of the effective date of cancellation.
18. The rate of commission is specified at the time you obtain a quotation for insurance. We, however, reserve the right to vary the rate of commission in any situation where it is deemed necessary being made quite clear at the time business is negotiated or re-negotiated.
19. Commission is calculated as a percentage of the premium and excludes Insurance Premium Tax and any additional charges as may be introduced by Us in addition to the premium.
20. Commission is payable to You only as long as You hold the authority of the Client to act on their behalf.
21. You must notify Clients at the onset of any charges You make which are in addition to the premium payable and of any administration charges/fees detailed within the quotation.
22. Commission payable to You by Us is subject to the right of set-off against monies due to Us.
23. This Agreement shall be construed according to English Law and each party agrees to submit to the exclusive jurisdiction of the English Courts as regards any dispute arising out of this Agreement.

## **Risk transfer**

Where you place business through 21two1.co.uk (a trading name of Amwins Global Risks Limited), insurers have agreed, and you agree to be bound by, the following;

You shall be deemed to be the agent of insurers for the collection, receipt and/or return of premiums and claims and the insurers will accept risk transfer in respect of such monies in accordance with FCA rules solely in respect of business placed through 21two1.co.uk. As a condition of the grant of such consent by the insurers you:

1. will have, and maintain, the appropriate FCA permissions to undertake the activities contemplated and fulfil your obligations under this agreement;
2. will hold monies due to underwriters in a statutory or non-statutory trust account that is in compliance with CASS 4 or 5;
3. will pay monies due to underwriters within the terms of trade agreed between us from time to time;
4. acknowledge that your sub-agency arrangement will be terminated immediately in the event that you become the subject of liquidation, insolvency, bankruptcy, winding-up, or similar proceedings;
5. acknowledge that your sub-agency arrangement will be terminated immediately upon cessation or revocation of your FCA registration and/or a variation of regulatory permissions



which precludes you from undertaking the regulated activities contemplated by this agreement;

6. not delegate this relationship to any other person or company

Insurers hereby consent to monies referred to under point 2 being co-mingled with Client monies held under CASS 4 or 5 where applicable. Furthermore Insurers consent to such monies being subordinated to those of your clients, not being insurance undertakings, in accordance with CASS 4 or 5, as applicable.

This agreement is effective from the start date of the first cover effected via 21two1.co.uk and will expire when current rules under CASS are replaced by any future agreements governing the treatment of monies.

In the event of the insolvency of your firm you will co-operate fully with the insurers and, where possible, assist insurers to fulfil their obligations to relevant policyholders under insurance business transacted.

The insurers may, at their discretion, require you to suspend or cease the introduction of insurance business.

You acknowledge the right of the insurers to audit and/or request balance and summaries of all monies held by you as their Agent at any point in time, either directly or through 21two1.co.uk (Amwins Global Risks), and that such summaries will be provided to us within a reasonable timescale.

The placing of any covers via the 21two1.co.uk facility is deemed to be your confirmation that you agree to these conditions.

## Claims

You undertake to advise Us immediately upon receipt of a notice of a claim or any circumstances which may give rise to a claim under a policy issued by Us on behalf of Underwriters.

You have no authority to act on Our behalf in respect of claims and in particular You are not authorised to commit Us in any way or to arrange a claims settlement.

You have no authority to give the Insured any instruction whatsoever in connection with any claim without Our consent.

You have no authority to vary any term or condition of any policy of insurance issued by Us on behalf of Underwriters or to make any representation or give explanation as to the effect thereof on Underwriters behalf.

## Cancellation

This Agreement may be terminated by either party at any time by mutual agreement or by either party on expiry of 14 days written notice delivered by registered or recorded delivery post.

This Agreement shall ipso facto be cancelled if

1. Receiving Order in Bankruptcy is made against You
2. You suspend payments or make arrangement or composition with creditors



3. being a company You go into liquidation or a Receiver is appointed
4. Permission for You to undertake the Regulated Activities to be conducted under this Agreement is withdrawn or suspended by the FCA

This Agreement may be cancelled by Us in accordance with 1. above if You are in breach of Your obligations under this Agreement and which breach shall in whole or in part prevent or hinder Us from properly performing our function in relation to the placement of insurances.

In the event of Your death if You are a sole trader, or a change of control if you are a company this Agreement may remain in force between Us and such other persons as may be permitted Us and with Our agreement in writing provided that all other terms of this Agreement are adhered to and provided that such persons agree in writing to be bound thereby. Unless otherwise agreed the Agreement shall be terminated forthwith.

Upon termination of this Agreement, We shall prepare a statement of account and, subject to the Risk Transfer provisions above, settlement of such account shall be by way of immediate payment by either party of the net balance due to the other party as shown on the statement of account. Payment shall also be made of all known premiums not included in the statement of account.

In the event of termination we will continue to meet our servicing obligations and you will not unreasonably withhold information or assistance to ensure that Underwriters regulatory, fulfilment, or other obligations can continue to be discharged in an expeditious manner.

## Complaints

Each of the parties involved acknowledges their obligation to respond appropriately and deal promptly to resolve any issues the policyholder may have with their respective contractual and servicing obligations to the client and further acknowledges that they will each be responsible for any costs including but not limited to awards by the Financial Ombudsman Service in respect of those respective obligations.

You agree to advise us promptly should you become aware of any actual, potential, or pending legal or regulatory action, or matter referred to the FCA or Financial Ombudsman Service

We intend to provide a high level of service to You and/or Your Clients under this Agreement but, in the event that you wish to make a complaint you may contact us at:

Amwins Global Risks Limited  
22 Bishopsgate  
London  
EC2N 4BQ  
United Kingdom

Tel: 020 7469 0100

E-mail: [ndidomenico@amwingslobalrisks.com](mailto:ndidomenico@amwingslobalrisks.com)

## The Financial Ombudsman Service (FOS)

Should you be dissatisfied with the outcome of your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect your right to take legal action.



The FOS's contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone: +44 (0)30 0123 9123

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## The European Commission Online Dispute Resolution Platform (ODR)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

This platform will direct insurance complaints to the Financial Ombudsman Service. However, you may contact the FOS directly if you prefer, using the details as shown above.

## Legal information and intellectual property

All copyright and other intellectual property rights in any material (including text, photographs and other images and sound) contained in this web site are owned by 21two1.co.uk / Amwins Global Risks Limited or have been licensed to Amwins Global Risks by the rights owner(s) so that Amwins Global Risks can use this material as part of this web site. You are only allowed to use this web site and the material contained in the web site as set out below. If you wish to do anything else with any of the material you must obtain the written permission of Amwins Global Risks or the owner of the rights in that material.

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## What you are allowed to do:

You may access any part of the web site to which access is open to all users

Access to some parts of the Web site is only possible by password. You may only access these parts of the Web site if you have a valid password

Obtain and purchase insurance quotations and policies

If not for the express purpose of facilitating the placement of insurance via the website You may only print off one copy only of any individual page for your own personal use, as long as you do not do any of the things set out under "what you are not allowed to do"



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### **What you are not allowed to do:**

You are not allowed to copy (whether by printing off on to paper, storing on disk or in any other way), distribute (including distributing copies), alter or tamper with in any way or otherwise use any material contained in the web site except as set out under "What You Are Allowed to Do"

You are not allowed to copy or use any material from the web site for any commercial purpose at all, unless agreed expressly with Amwins Global Risks

You are not allowed to remove any copyright, trademark or other intellectual property notices contained in the original material from any material copied or printed off from the web site

### **Disclaimer**

It is a condition of using this site or trading with Amwins Global Risks that Amwins Global Risks bears no responsibility for any loss suffered by you, through our website or telecommunications becoming unavailable for any reason, but in particular because of faults with our telecommunications providers, Internet Service Providers or faults suffered by other

infrastructure providers elsewhere on the Internet.

### **Changes to terms and conditions and disclaimer**

Amwins Global Risks may change the web terms and conditions and disclaimer set out above from time to time. By browsing this web site you are accepting that you are bound by the current web terms and conditions and disclaimer and so you should check these each time you revisit the site.

### **Changes to operation of web site**

Amwins Global Risks may change the format and content of this web site (or of any insurance products or services offered via this web site) at any time.

Amwins Global Risks may suspend the operation of this web site (or suspend provision of any insurance products or services offered via this web site) for support or maintenance work, in order to update the content or for any other reason.

Amwins Global Risks reserves the right to terminate access to this web site (and to products and services offered via the web site) at any time and without notice.





## Data protection

Personal details provided to Amwins Global Risks through this web site will only be used in accordance with our privacy policy. Please read this carefully before proceeding. By providing your personal details to us you are consenting to its use in accordance with our privacy policy.

## Privacy Statement

### Data protection

Amwins Global Risks Group Limited is committed to protecting all personal data it holds irrespective of where it is located.

We recognise that the lawful and correct treatment of personal data is very important to successful operations and to maintaining our customers' confidence. Collect, record or use in any way whether it is held on paper, on computer or other media will have appropriate safeguards applied to it to ensure that we comply with the General Data Protection Regulation (GDPR) (EU) 2016/679

Amwins Global Risks Group Limited uses a self-assessment approach to assure compliance with the GDPR and will periodically verify that this Privacy Notice is accurate, comprehensive for the information intended to be covered, prominently displayed, and is completely implemented and accessible.

### What will we do with your information?

Personal data will not be used for purposes other than those for which it was collected, except where required by law. Personal data will be retained only if necessary for the fulfilment of those purposes.

### Direct Marketing

We have a responsible marketing policy and do not give details of our customers or related individuals to any other company. We may contact customers by mail, e-mail or telephone with details of products and services offered by Amwins Global Risks Group Limited.

### Our commitment to you

Amwins Global Risks Group Limited commits to answer any queries about your privacy and its collection or use of your Personal Information and encourages interested persons to raise any concerns using the contact details below.

### UK and Europe:

Data Protection Office  
Amwins Global Risks Group Limited  
22 Bishopsgate  
London  
EC2N 4BQ

[dpo@amwingslobalrisks.com](mailto:dpo@amwingslobalrisks.com)



## Europe & GDPR

In Europe and the UK, the lawful basis for Amwins Global Risks Group Limited processing your personal data is legitimate interest and adheres to the 6 principles of data protection as set out in GDPR. These principles state that personal data must be:

1. processed lawfully, fairly and in a transparent manner in relation to individuals;
2. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be incompatible with the initial purposes;
3. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
4. accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
5. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and
6. processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

Our purpose for holding personal data and a general description of the categories of people and organisations to whom we may disclose it are listed in the Data Protection register. Special Category data is held under the following conditions as per article 9(2) of the GDPR:

*Where we process and store special categories of data, we will take appropriate steps to evidence consent and it is held under the follow basis;*

*processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject*

*in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law*

*or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;*

*and or*

*processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment*



*or the management of health or social care systems and services based on Union or Member State law or pursuant to contract with a health professional and subject to the conditions and safeguards referred to in paragraph 3;*

Further details of GDPR regulations can be found at the Information Commissioner's Office website <https://ico.org.uk/>

Amwins Global Risks Group Limited will:

- ensure the quality of personal data used
- apply strict checks to determine the length of time personal data is held
- ensure that the rights of individuals about whom the personal data is held, can be fully exercised
- take appropriate security measures to safeguard personal data
- ensure that personal data is not transferred abroad without suitable safeguards.

### **Privacy & Cookies**

When using the public parts of our website you are not required to provide us with any personal information, except when you expressly submit such information, for example to send a job application form to us. We do not monitor or collect any personally identifiable information from you on your use of the public parts of our website: our monitoring may track the number of visits to the site or a particular page but this tracking will not identify an individual user.

### **Access to your information**

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, or would like to correct or remove information you believe is inaccurate, please email or write to us (see "Our commitment to you" above).

### **Cookies**

Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track visitor use of the website and to compile statistical reports on website activity. For further information visit <http://www.allaboutcookies.org>.

You can set your browser not to accept cookies, however in a few cases some of our website features may not function as a result.

### **Changes to our privacy statement**

We keep our privacy statement under review and will place any updates on this web page. This statement was last reviewed in January 2021.

Amwins Global Risks Group Limited is registered in England and Wales, company registration number 1514749. Registered office 22 Bishopsgate, London EC2N 4BQ.