



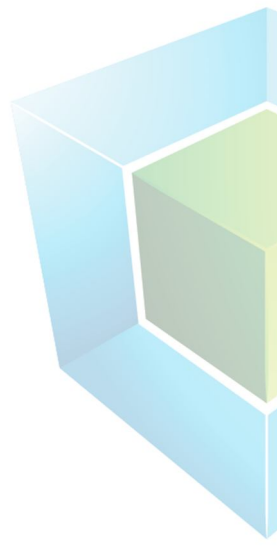
# Business Protocols

## Our Knowledge, Your Power

For over 20 years, we have been a provider of renewable energy insurance services offering comprehensive property and liability coverage for utility scale projects around the globe. Our policies are well regarded for comprehensive transit, construction and operational all risks coverage for a renewable energy project's life cycle from the development throughout commercial operations. We understand the unique exposures for renewable energy projects and partner with our clients to identify, quantify and mitigate risk efficiently and as cost effectively as possible.

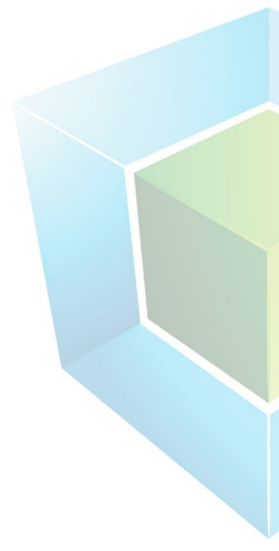
GCube Underwriting Ltd. 155 Fenchurch Street London EC3M 6AL +44 (0) 20 7977 0200  
[www.gcube-insurance.com](http://www.gcube-insurance.com)

GCube Underwriting Limited.  
Authorised and Regulated by the Financial Conduct Authority.  
Registered Office: 155 Fenchurch Street, London, EC3M 6AL.  
Registered in England No 06245947. VAT No. 244 2517 79



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## 1. Introduction and Scope

GCube Underwriting Limited is an insurance intermediary that specialises in renewable energy insurance, whose principal place of business is 155 Fenchurch Street, London EC3M 6AL, registered in England No. 06245947 and VAT No. 24423196. We mainly act as an underwriting agency, underwriting risks and handling claims for Insurers under facilities known as delegated binding authorities.

When we underwrite your risk under a delegated binding authority, we will be the agent of the Insurers on that binding authority and can only offer one choice of policy for each class of business we underwrite. When we place business outside the terms of our delegated binding authorities (for instance, when we place business with insurers who do not participate on those binding authorities), we will usually be acting as broker on your behalf. In all circumstances, we will advise you who we are acting for.

We are authorised and regulated in the United Kingdom by the Financial Conduct Authority (FCA), details of which can be confirmed on the Financial Services Register by visiting the FCA's Website <https://register.fca.org.uk> or by telephoning the FCA on 0800 111 6768 or 0300 500 8082 (from within the UK) or +44 20 7066 1000 (from outside the UK).

Our intention in issuing these Business Protocols is to establish clearly and concisely with you the basis on and extent to which we will provide you with services in relation to each insurance risk which we underwrite on behalf of Insurers, or place on your behalf, unless there is a more specific agreement in writing between us (which shall prevail to the extent of any conflict). However, it is understood and agreed that no other agreement shall override the provisions of clause 11 of these Protocols. This document also highlights certain important insurance practices and procedures that apply when we underwrite or place insurance, and provides you with more general information regarding our services.

We are required by our Regulator to give you this document. We would therefore urge you to read this document carefully, and use the information to decide if our services are right for you.

In transacting business with us, you will be deemed to accept the terms of these Business Protocols (as applicable) (including (without limitation) the provisions of the sections entitled Confidentiality and Security Information and Conflicts of Interest in connection with the handling of your data) together with and subject to any specific agreement between us and you. If you do not wish our relationship to be governed in such a manner, you need to advise us in writing before we proceed to underwrite or place the risk.

To satisfy our obligations with regard to global financial crime legislation we run certain checks to confirm there is no prohibition against us working for you.

## 2. Terminology

In order to avoid repetition of words used in this document:

"the Insurance" means each contract of insurance or reinsurance which we underwrite on behalf of Insurers or place on your behalf;



“insurance” includes reinsurance, contracts of surety or guarantee and other risk transfer products;

“Insured(s)” includes any insured or reinsured;

“Insurer(s)” includes any insurer, reinsurer or other category of risk bearer;

“Claim” includes any claim or incident which may give rise to a claim, as appropriate to the Insurance;

References to “you” and “your” are references to you and, if you act as a producing broker, agent or professional adviser, your client as the context requires.

References to “we”, “us” and “our” are references to GCube Underwriting Limited.

In this Protocols document, unless otherwise expressly provided, any reference to words importing the singular shall include the plural and vice versa, as relevant.

### **3. Management and Service Standards**

#### Quality and Standard of Service

In providing you with the services described in this document, we will do so in a professional and expeditious manner.

As a firm authorised and regulated by the FCA, we are required to follow its rules in so far as they are applicable to the activities that are described in this document.

#### Managing Your Requirements

We will assign one or more senior members of staff to take responsibility for the provision of the services which are described in this document. Such person(s) will be your primary point(s) of contact in relation to the services we undertake for you and will ensure, in so far as is reasonably possible, continuity of and accountability for the services which we provide. The assigned person will be supported by other employees to assist in the provision of the services.

#### Managing Our Business

Our aim is to provide insurance cover that satisfies your requirements, effectively and efficiently. To achieve this, GCube Underwriting Limited has adopted a simple management approach that promotes communication, teamwork and service.

### **4. Insurance Services**

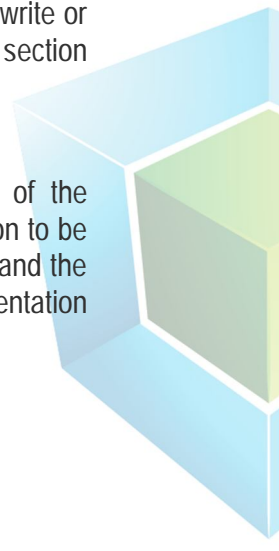
#### Establishing Your Demands and Needs

In good time, we will seek to establish your insurance requirements and will endeavour to provide you with a quotation, however this can only be done if all the relevant information required to underwrite or place the risk is provided to us in the appropriate time frame. We draw your attention to the section entitled Duty of Disclosure.

#### Evidence of Cover/Documentation

We will advise you by email, letter, facsimile or other agreed means of communication of the completion of the Insurance arrangement(s). We will then arrange for appropriate documentation to be forwarded to you, which will provide you with formal confirmation or evidence of the Insurance and the amount of premium payable in respect thereof. We advise you to check the following documentation

GCube Underwriting Ltd. 155 Fenchurch Street London EC3M 6AL +44 (0) 20 7977 0200  
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when you receive it:

- A Premium Debit Note / Invoice which will indicate the gross premium charged by us for the Insurance, any deductions allowed for you and the net amount of premium payable to us.
- A Certificate of Insurance which will set out comprehensively the terms of the Insurance and replaces any earlier evidence of cover.

#### Taxes, Duties & Other Charges

Any insurance premium tax, duty or other charge which is payable in addition to the premium (for which the policyholder is responsible) and which needs to be remitted to the appropriate authority by the Insurer or which is allowed by the Insurer to be deducted from the premium payable, will be indicated on the premium debit note or invoice. If a tax, duty or other charge is allowed to be deducted by you from the premium payable, it is your responsibility to ensure that it is remitted to the appropriate authority.

#### Foreign Account Tax Compliance Act (FATCA)

In relation to US situs risks, throughout the placement process and at the time we send your Evidence of Cover documentation we will advise you if any of your Insurers are not FATCA compliant or exempt from FATCA. This will enable identification of what, if any, proportion of the premium due to an Insurer needs to be withheld.

#### Amendments

If you require a subsequent amendment to the terms of the Insurance, you should advise us in writing at the earliest opportunity, specifying the required change(s) and enclosing any relevant supporting information. As noted under the section of this document entitled Duty of Disclosure, if your policy is governed by the laws of England and Wales, Scotland or Northern Ireland, the duty to disclose material circumstances 'resurrects' itself when amendments to the insurance are proposed.

We will then confirm to you in writing when the amendment has been effected, or of any inability to effect the required amendment.

An addendum or endorsement to the policy or certificate of insurance, together with a debit note or credit note indicating respectively any additional or return premium due, will be issued to you where necessary. Any return premiums will be credited to you net of our brokerage commission.

#### Payment Terms

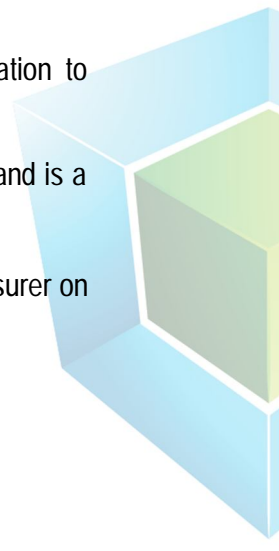
Premium should be paid within the timeframe stipulated on the debit note or if no payment date is stipulated within 30 (thirty) days of the date of the debit note. Failure to pay on time may lead to the cancellation or ineffectiveness of the insurance(s). We will advise you of any other special premium payment condition or warranty.

### 5. Duty of Disclosure

You must be aware of the duty of fair presentation, which is the duty of disclosure in relation to insurance, and the potentially severe consequences of its breach.

The duty of fair presentation under the laws of England and Wales, Scotland and Northern Ireland is a duty to provide to the Insurers:

- disclosure of every material circumstance which the Insured knows or ought to know, or
- failing that, disclosure which gives the Insurers sufficient information to put a prudent insurer on



notice that it needs to make further enquiries for the purposes of revealing those material circumstances,

in a manner which would be reasonably clear and accessible to a prudent insurer. This means that careful thought must be given to the manner in which information is presented. You should also ensure that every material representation as to a matter of fact is substantially correct, and that every material representation as to a matter of expectation or belief is made in good faith.

A material circumstance is one which would influence the judgment of a prudent insurer (not necessarily the Insurer in question) in determining whether to take the risk and, if so, on what terms. Examples of such circumstances could be the detail of any previous claims, whether related to this business or any previous businesses you have owned or been responsible for; changes in the materials used in the construction of your premises; or any changes in the nature of the security measures you employ. Please note that these examples are for illustrative purposes only and are by no means exhaustive or conclusive.

It is important to understand who in your business has “knowledge” for the purposes of this duty:

- If you are an individual, you will be presumed to know what you actually know and what is known by the individuals responsible for your Insurance (such as your broker);
- If you are a corporate entity, you will be presumed to know what is known by the business’s “senior management” and the individuals responsible for its Insurance (such as your risk management team and your broker).

Please note that you will be treated as knowing:

- material circumstances of which you (or the relevant persons identified above) have actual knowledge;
- material circumstances which you suspect but you have deliberately refrained from confirming or enquiring about; and
- material circumstances about which you ought to know (i.e. circumstances which should reasonably have been revealed by a reasonable search of information available to you).

This means that in some circumstances the responsible individuals will be required to make enquiries, and the information (and therefore the scope of those enquiries) may not necessarily be limited to that held by the business. If you are uncertain as to your obligations in this respect, please liaise with your primary point of contact at GCube Underwriting Limited.

The duty of fair presentation continues up until the Insurance has been concluded and ‘resurrects’ in the event of any amendment to the risk during the policy period or extension/renewal. It may also be that the terms of the policy include specific ongoing disclosure conditions or warranties which effectively extend certain disclosure obligations post inception of the policy.

In completing a proposal or claim form or any other material document relating to an insurance policy and in providing information to or for Insurers, the accuracy and completeness of all answers, statements and/or information is the policyholder’s own responsibility and it is of paramount importance that all relevant information is provided and that it is accurate.

In the event that there is a breach of the duty of fair presentation, the Insurers are generally limited to “proportionate remedies”, linked to what they would have done if the risk had been fairly presented. This may result in the imposition of different terms, or the proportionate reduction of Claims where a



higher premium would have been charged. In circumstances where the Insurer would not have entered into the contract on any terms it can avoid the contract and refuse all Claims, but must return the premium. If the breach is deliberate or reckless the Insurer can avoid the policy, refuse all Claims and keep the premium.

The duty of disclosure and the consequences of its breach may vary from that stated above, dependent upon the law(s) of which country is applicable to the Insurance. If you have instructed us to place cover governed by the laws of a country other than England, Wales, Scotland or Northern Ireland we recommend that you obtain advice as to your obligations under the relevant law. If you are not sure about which law applies to your chosen policy, please refer to your normal contact.

If you are in any doubt as to the ambit of the duty of disclosure or whether a piece of information ought to be disclosed, please do not hesitate to contact us.

### **Warranties & Subjectivities relating to your Insurance**

You should familiarise yourself with all terms of any Insurance that you purchase. All warranties should be treated seriously and strictly complied with. Failure to do so may entitle the Insurer to decline a claim under your Insurance. If you discover that you are in breach of a warranty, then you should keep a record of the breach and when it was remedied. You should endeavour to remedy a breach as quickly as possible. If it is not possible to remedy the breach, you should advise us promptly. If you have any concerns or doubts, please contact us.

Where cover is subject to fulfilment of a particular requirement (known as a subjectivity) and that subjectivity is not fulfilled, then your Insurance may be invalidated. So, it is very important that you promptly satisfy all subjectivities so that they can be removed.

## **6. Data Protection, Confidentiality and Security of Information**

Where we act as your broker

When we place business outside the terms of our delegated binding authorities and accordingly act as your broker, we collect and use information about data subjects such as names and contact details, which may also include special categories of personal data (e.g. about their health) and information relating to criminal convictions and offences.

The purposes for which we use personal data may include arranging and providing insurance cover and handling claims. More information about our use of personal data is set out in our Fair Processing Notice <http://www.gcube-insurance.com/privacy-statement/>

You hereby agree to comply with all applicable data protection laws and further, shall provide a copy of the Fair Processing Notice to data subjects ensuring at all times that the data subjects they have the necessary information about how their information is processed and how they may exercise their rights as data subjects.

You shall not provide us with personal data or other information which may be used to identify any individual other than such personal data that is necessary for us to perform the services. The personal data you provide to us shall be accurate. We may pass personal data (which may include special categories of data) to third parties such as other (re)insurance brokers, (re)insurers, loss adjusters, professional advisers, agents, partners, sub-contractors, our affiliates and to certain regulatory bodies who may require personal data for the purposes described in the Fair Processing Notice



<http://www.gcube-insurance.com/privacy-statement/>

In certain circumstances, we may be required to collect, use and process special categories of personal data. You shall be responsible for ensuring that all necessary and appropriate consents have been obtained by data subjects to enable us to process such special categories of data which is necessary for the performance of the services. You acknowledge and agree that we shall rely wholly on the consents obtained by you and at our request, you shall promptly provide us with evidence of such written consent.

We shall notify each other without undue delay and in any event within twenty four (24) hours upon each of us becoming aware of any personal data breach relating to the data subjects and shall provide reasonable co-operation upon request. Such notification by either party is not an acknowledgement by that party of any fault or liability with respect to the personal data breach.

At times, the provision of our services may necessitate the transfer of personal data outside the UK and the European Economic Area (EEA) to countries that have less robust data protection laws. Any such transfer, including transfers to you if you are located outside the EEA, will be made with appropriate safeguards as stipulated by the applicable data protection laws.

Where we act as agent of the Insurers

Where we underwrite your risk under a delegated binding authority, we will be the agent of the Insurers on that binding authority and accordingly, we will provide you with a copy of the Insurers' Fair Processing Notice when we collect information about data subjects from you.

Certain insurance documentation, in the London Market, is lodged on, or communicated by, or through the Insurers' Market Repository in accordance with current market practice; we will take all reasonable care to ensure documentation added onto the Repository is true, fair and complete.

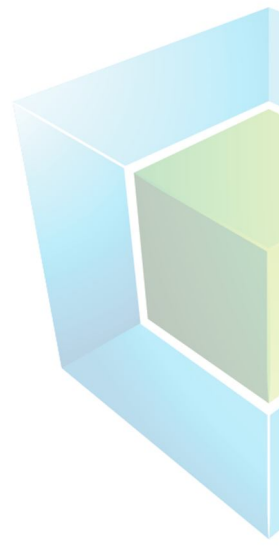
Both we and Insurers undertake to keep confidential all information disclosed by either of us to the other in relation to our business affairs and those of our clients and to use such information strictly in respect of the services save where (i) such disclosure is required by law; or (ii) the receiving party has obtained written consent from the disclosing party; or (iii) the disclosure is to either parties' employees, agents, service providers or professional advisers who have a need to know.

Corresponding by Email Securely

In the course of servicing our clients, we may receive information that may be considered either personal or sensitive and therefore require protecting to ensure no third party can accidentally receive the information in a readable state. We are therefore encouraging all our partners to utilise encryption solutions for the sending/receiving of email. We are utilising Transport Layer System (TLS) as an encryption tool, which is a certificate simply applied to the e-mail server. Should you wish to understand more about TLS and its usage please contact us and we can forward further information to you.

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## Use of Data

GCube Underwriting Limited and other members of the GCube Group collect data about their clients and the insurances we place on their behalf. This may include, but is not limited to, policy types, premium, limits, industry codes and policy expiry dates, together with information about the insurance companies with which we deal. GCUBE Group members have developed one or more databases to hold this information. Such information, which may include personal data, is used by the GCube Group for benchmarking and other analytical purposes, and may also be used to assist insurers and reinsurers to strengthen and tailor their value proposition to clients. Where we disclose any information to third parties outside the GCUBE Group, it will always be anonymised and in an aggregated form so that individual clients are not capable of identification.

Information contained in databases developed by any entity in the GCUBE Group may be shared with other GCUBE Group members for purposes including the provision of consulting, (re)insurance, employee benefits, analytics or other services for clients or potential clients, for which services GCube Group members may be remunerated.

Where a client is insured under a facility, binder or lineslip arrangement, we may share information about that client's insurance with existing and potential future insurers of such facility, binder or lineslip on a confidential basis.

By instructing us to provide services to you, you consent to the use by GCube Group members of your data as set out in this clause

## 7. Claims Services

We will assess and settle Claims in relation to the business we underwrite up to the limit of our authority under the relevant delegated binding authority. Once this point is reached we will pass the necessary information to the lead Insurer(s) to enable them to assess the Claim.

### Notification & Assessment

Details of Claims (irrespective of quantum) which are notifiable under the terms of the Insurance should be advised to us without delay. Upon our receipt of a claim notice from you, we will undertake an assessment of that Claim acting on behalf of the Insurers under the relevant delegated binding authority. You should observe all conditions in the policy relating to the reporting and handling of Claims – failure to do so may lead to your Claim not being paid.

## 8. Maintenance of Records

We will make, maintain and keep a record of all material particulars relating to the underwriting of the Insurance, including the processing and resolution of any Claims under the policy. Such records may be kept in paper based format, electronic format or any other medium we consider appropriate provided that they are either in a legible form or capable of being reproduced in a legible form.

Subject to any lien which we may be legally entitled to exercise, we will reproduce and forward to you (or to any other party you request) copies of the documents and records to which you as our client are legally entitled, but we reserve the right to charge you for the reasonable costs of reproduction and forwarding and to retain copies for our own internal requirements.

If you act as a producing broker, agent or professional adviser (together a "Commercial Professional") in transacting business (the "Business") with us, then you agree to cooperate in any regulatory or similar investigations relating to the Business and we similarly require you to:

- maintain records in connection with such Business in accordance with the requirements of, and for at least the minimum period required by, law or any applicable regulatory body with jurisdiction over your Business;
- reproduce and forward to us on reasonable notice copies of such records which are not privileged or otherwise precluded from production to us by law (including documentation relating to receipt of premium and payment of claims, proposal forms, slips, endorsements, addenda, bordereaux or similar documentation); and
- make such records available for inspection by your auditors or any applicable regulatory body.

## 9. Conflicts of Interest

In performing our services we will seek to avoid any conflicts of interest. Should a situation arise where our own interests conflict with any duty we owe to you, we will not proceed until such time as you have been appraised of the position and you have provided your informed consent on the manner in which we will proceed.

## 10. Remuneration and Other Income

You should be aware that as a result of our activities, whether acting as an underwriting agent under a delegated binding authority or as your broker, we may receive income from the following sources:

- Profit commissions or profit shares paid by Insurers on specific facilities and arrangements in a predetermined period;
- Commissions, being a proportion of the premium paid, that may be paid or allowed to us by Insurers;
- Interest earned on insurance monies passing through our insurer money bank accounts;
- Administrative service fees or specific commissions which may be paid or allowed by Insurers for limited specific and generally administrative services we provide as part of the underwriting or claims process, and from which Insurers and policyholders derive a collective benefit.

We will deal with you openly and, when requested, we will disclose the amount of our income (or where that is not feasible, a reasonable estimate of our income and its basis of calculation) from the above and any other sources which we may receive in relation to Insurance we underwrite or place for you.

## 11. Insurer Money

We are not authorised by the FCA to hold client money. Any monies we hold, generally premium, premium refunds and claims monies, are held on behalf of Insurers.

## 12. Financial Crime

### Bribery and Corruption

As an organisation we have in place strict anti-bribery and corruption policies and procedures in accordance with applicable regulatory requirements, rules, laws and regulations (from time to time in force) including, in the United Kingdom, the Bribery Act 2010. We will only trade with other persons who similarly adhere to all applicable regulatory requirements, rules, laws and regulations ("Bribery Laws"). In this regard, please refer to Section 13, Code of Ethical Conduct.

When you are doing business with us, it is imperative and integral to our relationship with you, that

each party to the relationship (you and us) should not (and should ensure that its agents do not) engage in any acts of bribery or corruption contrary to Bribery Laws.

We require any organisation with whom we deal to have appropriate policies and procedures in place to ensure that no such acts of bribery and corruption take place.

Any breach of Bribery Laws by any party with whom we transact business will entitle us to serve immediate notice of termination of our agreement (including these Business Protocols) with such party.

### **Sanctions and Embargoes**

In today's trading climate, we are increasingly seeing governments imposing sanctions and/or embargoes and/or banks electing not to handle insurance transaction monies ("Measures") in respect of various countries or persons in such countries in relation to the provision of goods and services, including insurance. These Measures may restrict the provision of insurance or reinsurance cover or movement of monies and services under such cover. Such Measures may require us to:

- investigate not only the Insured or reinsured or the goods, property and/or interests which they insure or reinsure but also any indirect beneficial ownership of relevant parties or property;
- suspend any movement of funds until a relevant governmental body confirms that no Measures are being breached and/or a licence can be issued; and
- advise you that our bank(s) have elected not to handle monies relating to your transaction which will prevent the provision of cover and related services.

In addition, some Insurers or reinsurers may seek to cancel cover if they believe that it has become illegal because of the imposition of a particular Measure.

We will, of course, use reasonable endeavours to warn you should we become aware that any Measures may impact upon any Insurance we underwrite or restrict the payment of any premiums or Claims.

### **Criminal Finances Act 2017**

Each of us agrees that it shall at all times comply with the Criminal Finances Act 2017 ("CFA"), and it shall indemnify the other to the extent that it is responsible for causing liability to the other under the CFA. Provided always that it is understood and agreed that any such liability, when aggregated with all other liabilities under these protocols howsoever formulated or arising against the liable party shall not (unless applicable law or regulation requires otherwise) exceed £25 million.

### **13. GCube Group's Ethical Code**

The GCube Group is committed to ensuring the prevention of bribery in all part of its business and to conducting all of its activities in an honest manner. We expect all of the business counterparties who we work with to share this commitment and to promote the same high standards with their own suppliers and partners. Our Code of Ethical Conduct (the "Code") sets out in detail how we expect to handle business and what to do if confronted with issues of bribery or corruption. The Code is based on statutory requirements.

#### **The Code**

The Code covers commitments against corrupt practices and commitments to ethical standards. In conducting business we:



- work to the highest standards of professional competence and integrity;
- refuse to accept or give gifts, hospitality or entertainment which might affect, or which are intended to affect, business judgement;
- accept hospitality offered in a business context only, and only if offered on a reciprocal basis;
- commit to complying with all applicable anti-bribery and anti-corruption laws;
- ensure that staff do not offer or make any bribe, unorthodox or unauthorised payment or inducement of any kind to anyone;
- maintain a working environment where staff can make reports of breaches of the Code in confidence and without fear of reprisals;
- act with integrity and without thought or actions involving bribery and corruption and will, where appropriate, include clauses to this effect in contracts offered to any suppliers and partners;
- ensure that every employee may report allegations of bribery or corruption without fear of retaliation;
- do not make direct or indirect contributions to political parties, organisations or individuals engaged in politics, as a way of obtaining advantage in business transactions;
- ensure that charitable contributions and sponsorships are not used as a subterfuge for bribery;
- ensure that no employee will suffer demotion, penalty, or other adverse consequences for refusing to pay bribes, even if such refusal may result in loss of business;
- establish and maintain an effective system of internal controls to counter bribery, comprising financial and organisational checks and balances over accounting and record keeping practices and other business processes related to the Code; and
- establish feedback mechanisms and other internal processes supporting the continuous improvement of the Code.

### **Modern Slavery**

In performing its obligations under these protocols GCube shall comply with all applicable anti-slavery and human trafficking laws and regulations from time to time in force including but not limited to the Modern Slavery Act 2015; have, maintain and comply with its own anti-slavery policies and procedures; and not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

### **14. Methods of Payment**

#### **Wire Transfer**

Payments to us should be made preferably by wire transfer to our appropriate bank account, unless specifically requested otherwise, together with a remittance advice transmitted promptly to us showing the item(s), our transaction no(s) and the amount(s) being paid. Wire transfers should be made payable to GCube Underwriting Limited and the relevant bank and account number quoted. When settling premium to us, it is not permissible to make deductions of any kind (e.g. return premium or Claims) without our prior written consent.

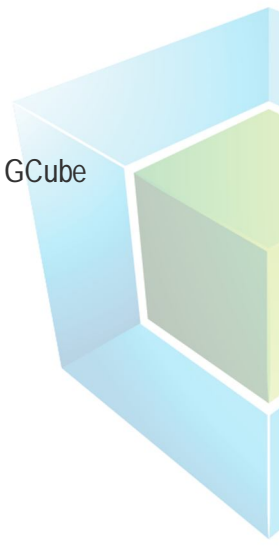
#### **Please refer to your usual account manager for our bank account details**

#### **Cheques or Bankers' Drafts**

Where wire transfer is not appropriate or available, a cheque or bankers draft, made payable to GCube Underwriting Ltd, should be sent to:

GCube Underwriting Limited 155 Fenchurch Street London EC3M 6AL United Kingdom.

GCube Underwriting Ltd. 155 Fenchurch Street London EC3M 6AL +44 (0) 20 7977 0200  
[www.gcube-insurance.com](http://www.gcube-insurance.com)



Cheques or bankers' drafts should be accompanied by written remittance details on the same basis as stated for wire transfers.

## 15. Communications by Email

We recognise that communicating by email on a 'desk-to-desk' basis is a very desirable and easy method of conducting business.

However, communication by email raises the following concerns:

- **Integrity & Receipt:** we may use ordinary email to communicate with you and to send to you documents. If you agree by specific agreement or by your general conduct to engage in email communications with us, then you acknowledge that communications sent by email are not secure. Whilst email communications are now common in the insurance market, there is no certainty of the completeness, accuracy or even the receipt by the intended recipient of a message or data file sent by email. In arranging your Insurance we are concerned that using email as part of a contractual process might still in certain jurisdictions create an exposure for our clients and ourselves (e.g. in such areas as misrepresentation or non-disclosure of information, where corruption of data during transmission or missing data file attachments may not be immediately obvious to the recipient, and may adversely affect the offer and acceptance process of insurance contract terms). We accept no responsibility if information sent by you to us by email is incomplete or corrupted. We will also be entitled to act upon any instruction from you received by email which reasonably appears to have been sent by you. For important messages, we may ask for a confirmation of receipt and we will acknowledge or respond to those messages that we receive. Hard copies of messages may also be requested or sent where considered appropriate.
- **Confidentiality:** by unavoidably having to use third party service providers to 'deliver' emails, confidentiality may be outside of the sender's control.
- **Appropriateness:** where receipt of a message by a given time/ date is critical or the subject matter is of an important nature, such message may be better communicated by courier to ensure that it is received and can then be acted upon. Many insurance policies have provisions which require notice in writing in order to ensure compliance, particularly in relation to claims advices. The use of email in such circumstances may be inappropriate, unless the policy in question specifically allows for email to be used.
- **Legality:** in the absence of any formal contract setting out the terms of communicating by email, it may be questioned in certain jurisdictions as to whether such communications are or will be legally admissible as evidence in any dispute, without considerable supporting evidence as to checks having been made as to receipt, security and integrity of the communication.
- **Viruses:** although we regularly carry out virus checks on our computer systems and on data and communications received electronically, we accept no responsibility for viruses which may enter your system or data by these or other means.

We have a standard form contract which deals with the above issues more formally than this document. If you would like any email exchanges between us to be governed in a more formal way and we have not already done so, we would be happy to send you a signed copy of the contract for counter-signature.

We are unable to communicate with you or accept instructions from you by means of text



messages or email messages received other than via our corporate email addresses, and any information sent by these means will be ignored.

## **16. Complaints and Redress / Feedback**

If you have a complaint regarding our practices or performance which you are unable to resolve to your satisfaction with the person(s) we have assigned to manage your account, please contact:

Operations Manager  
GCube Underwriting Limited  
155 Fenchurch Street  
London EC3M 6AL  
United Kingdom

Please provide details of the nature and underlying circumstances of your complaint.

We will investigate the matter fully, respond to you in detail and, where it considers the complaint reasonable, endeavour to ensure that necessary actions are taken to resolve your complaint.

Alternatively, or if your complaint remains unresolved following the review and response by our Compliance Department, you can request from us details of regulatory bodies, Ombudsman, or other independent dispute remediation bodies to whom complaints can be forwarded directly.

Making a complaint against us is in addition to and does not replace your right to seek legal redress against us.

In addition to the above we would welcome any comments that you have with regard to our service.

### **Financial Ombudsman Service (FOS)**

We are a member of the Financial Ombudsman Service (FOS). Certain personal and small business clients are eligible to pursue unresolved complaints with the FOS. We can advise you whether you are eligible to complain to FOS or you can contact them directly at:

Financial Ombudsman Service  
Exchange Tower  
Exchange Square  
London E14 9GE  
United Kingdom

Telephone: 020 7964 1000 (in the UK) or +44 20 7964 1000 (from outside the UK).

Or enquiries and consumer helpline: 0800 023 4567 or 0300 123 9123

Websites: <http://www.financial-ombudsman.org.uk>

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

### **Financial Services Compensation Scheme (FSCS)**

GCube Underwriting Ltd. 155 Fenchurch Street London EC3M 6AL +44 (0) 20 7977 0200  
[www.gcube-insurance.com](http://www.gcube-insurance.com)

GCube Underwriting Limited.  
Authorised and Regulated by the Financial Conduct Authority.  
Registered Office: 155 Fenchurch Street, London, EC3M 6AL.  
Registered in England No 06245947. VAT No. 244 2517 79





We are also members of the Financial Services Compensation Scheme (FSCS). Certain personal and small business policyholders are entitled to compensation from the FSCS if we cannot meet our obligations.

Full details and further information on the scheme are available from the FSCS as detailed below:

#### Financial Services Compensation Scheme (FSCS)

10th Floor Beaufort House  
15 St Botolph Street  
London EC3A 7QU

Telephone: 020 7741 4100 or 0800 678 1100 (in the UK) or +44 20 7741 4100 (from outside the UK)

Website: <http://www.fscs.org.uk>

Email: [enquires@fscs.org.uk](mailto:enquires@fscs.org.uk)

### **17. Assignment**

For the purposes of this section, "Group" has the meaning given to it either in section 421 of the Financial Services and Markets Act 2000 or section 474 of the Companies Act 2006.

Neither party shall sell, assign, novate or otherwise dispose of or transfer rights or obligations hereunder save that you agree that we may on 21 days' written notice transfer our rights and obligations under these Protocols to any other company in our Group which is able to perform the services in accordance with these Protocols.

### **18. Governing Law and Jurisdiction**

Subject to any agreement in writing or otherwise or any provision of law providing otherwise, these Protocols shall be governed by and construed in accordance with English Law and subject to the jurisdiction of the English courts save to the extent that we have already agreed otherwise in writing with you or may in the future agree otherwise in writing.

Save as may otherwise be agreed in writing or as may be more particularly provided in these Protocols, a person who is not a party to these Protocols has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Protocols. However, this provision shall not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

### **19. Enforceability**

In the event any portion of these Protocols is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **20. Limitation of Liability**

This section shall apply to all Services (as defined below) which we provide to you pursuant to these

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Protocols.

“Services” means, any and all services provided to you or your Affiliates by us or any of our Affiliates under these Protocols and includes any additional services and any amendments or variations to those services whether expressly or impliedly agreed;

“Affiliate” means, in relation to a company, its subsidiaries and subsidiary undertakings, its holding companies and any subsidiaries and subsidiary undertakings of any such holding companies. As it applies to you “Affiliate” also includes your partners, directors, officers, co-insureds or other associates to whom we or any of our Affiliates may assume a responsibility by reason of providing the Services or any ancillary services.

If we or any of our Affiliates are liable to you in respect of any losses, liabilities, damages, costs, expenses or claims arising out of or in connection with the Services (collectively “Losses”) and (subject to the following paragraph) any other person is liable to you in respect of some or all of the same Losses (on any basis), our liability and that of our Affiliates in respect of such Losses shall be limited so as to be proportionate to the relative contribution of ourselves and our Affiliates having regard to the extent of responsibility of such other person for those Losses.

In determining the existence and extent of the responsibility of such other person for Losses for the purposes of the preceding paragraph, no account should be taken of any agreement limiting the amount of damages payable by such person or of any actual or possible shortfall in recovery of this amount (whether this is due to settling or limiting claims, or any other reason).

To the extent permissible under applicable laws, regulations or rules, the aggregate liability of ourselves and our Affiliates to you and your Affiliates in respect of all Losses however caused, including arising as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty shall be limited to £25 million, or such other amount in US \$ or any other currency that is specifically agreed with you in writing.

Notwithstanding the preceding paragraph, we and our Affiliates shall not be liable to you, whether as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty, for any loss of profit or any special, indirect or consequential Losses arising under or in connection with the Services provided.

You agree that we and our Affiliates have a legitimate interest in limiting the exposure of our and our Affiliates’ directors, officers and employees to litigation and that you will not bring or assist in bringing any claim against any of our or our Affiliates’ directors, officers or employees in their personal capacity arising out of or in connection with the Services provided.

The limitations of liability and exclusions contained in this section shall not apply to:

- any Losses or liabilities arising as a result of (a) fraud, wilful default or gross negligence by us or any of our Affiliates; or (b) death or personal injury, in each case in jurisdictions where such limitations or exclusions would not be permitted under applicable laws, regulations or rules; or
- any of our (or our Affiliates’) Losses or liabilities to the extent that the limitation or exclusion of such Losses or liabilities would not otherwise be permissible under applicable laws, regulations or rules.





For the avoidance of doubt this section shall be for the benefit of ourselves and our Affiliates and any of our or their respective directors, officers, employees or consultants involved in the provision of the Services. Any such person shall be entitled to rely upon and enforce its terms.

## **21. Further Information**

Further information in relation to GCube Underwriting Limited can be found on our website at [www.gcube-insurance.com](http://www.gcube-insurance.com).

If you would like information on the FCA, it is available on its website at <http://www.fca.org.uk>. Alternatively, you can write to the FCA at its registered office, 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom.

*GCube Underwriting Limited*

*155 Fenchurch Street, London EC3M 6AL.*

*Tel +44 (0)2079770200*

*[www.gcube-insurance.com](http://www.gcube-insurance.com)*

*Authorised and regulated by the Financial Conduct Authority.*

*May 2019*

