

LONG TERM RENEWAL AGREEMENT

between

BLAGROVE UNDERWRITING AGENCY LIMITED (BUA) (us/we/our) and

*Policyholders name****
(you/your)

You have entered into a **policy** with us, *Pol No: **** (the **policy**), commencing on the *Date ****. **You** have agreed to renew the **policy** for a further **period of insurance** (a **renewal**), subject to and in accordance with the provisions of this agreement and the conditions overleaf (together the **agreement**). The **agreement** shall be fully and effectively binding with immediate effect from the date that each party has signed the **agreement**.

You grant **us** the option to renew the **policy** with effect from the date of **renewal** for a further **period of insurance** on the terms and conditions applicable at expiry of the preceding **period of insurance**, as may be amended to reflect any changes in legislation or other laws, regulatory or market requirements. If **we** exercise **our** option to renew the **policy**, **you** agree that the **policy** shall renew and in consideration:

At renewal date within which this agreement applies **BUA** will undertake to offer renewal on the following basis:

Loss Ratio below 40%: No increase in premium rate per vehicle

Loss Ratio 41% - 50%: 5% increase in premium rate per vehicle

Loss Ratio 51% - 60%: 10% increase in premium rate per vehicle

Loss Ratio 61% - 65%: 15% increase in premium rate per vehicle

Loss Ratio 66% or higher: You are not obligated to accept an increase of more than 25% in the premium rate per vehicle.

Changes in exposure will apply in addition and **you** shall pay the applicable premium.

For the avoidance of doubt, if at **renewal we** request any increase in the premium rates and/or vary, restrict, or limit the terms of cover under the **policy** in circumstances other than those set out above, **renewal** of the **policy** shall be subject to **your** prior agreement. If **you** do not accept the revised terms, conditions or rates offered by **us**, the **policy** shall expire in accordance with its terms and conditions at the end of the current **period of insurance** and the **agreement** shall terminate on the same date.

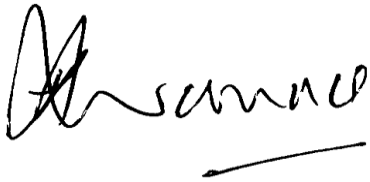
You agree that each **renewal** shall be for the full **period of insurance** applicable under the **policy**, although nothing in this **agreement** shall prejudice the right of either party to cancel the **policy** or **policies** in accordance with any cancellation condition which may be included in the **policy** or **policies**.

If **you** fail to renew at the **renewal date**, other than as a result of **us** electing not to exercise **our** option to renew, or as a result of the **agreement** terminating in circumstances described above, **you** shall be liable to pay to **us** upon written demand a sum equal to 25% of the **premium** calculated from the **inception date** and any renewal of that **policy** during the term of this agreement.

If you fail to renew at the renewal date, **we** may seek enforcement of **your** undertakings detailed in the **agreement** and **you** shall be liable for any costs incurred by **us** as a result thereof.

Signed by

Signed by



.....

.....

Name: A.J.L'E. Wallace

Name:

Date:

Date:

For and on behalf of
Blagrove Underwriting Agency Limited

For and on behalf of
Policy holder name***

Conditions attaching to Long Term Renewal Agreement

1. Interpretation

Each time a word appears in the **agreement** in bold type face, whether with a capital first letter or not, it shall have the meaning ascribed to that word in either the main body of the **agreement** or, in the case of the following words, the meaning set opposite to them below:

- Inception date** ***
- Premium** means the annual premium, excluding Insurance Premium Tax relating to the period from ***
- Claims paid** means the total of claims paid and outstanding reserves incurred by **us** (including fees as calculated by **us** in accordance with **our** reserving policy in place from time to time).
- Loss ratio** means the percentage of **claims paid** compared to the proportion of **premium** paid in respect of the **period** from ***, assessed at *** for the **period of insurance**.
- Period of insurance** means the period of cover under each **policy** as more specifically defined in the **policy**, with the first **period of insurance** commencing on the **inception date** and each subsequent period commencing on the date of **renewal** shall include any extension of the period of cover agreed between each of the parties.

2. Warranty

Each party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform the **agreement**.

3. Variation

No amendment or variation of the **agreement** shall be effective unless it is in writing and signed by or on behalf of each of the parties.

4. No Waiver

No failure or delay by a party to exercise any right or remedy provided under the **agreement** or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. Severability

If any provision or part of a provision of the **agreement** is found to be invalid, illegal or unenforceable, that provision or part thereof shall be deemed to be deleted from the **agreement** and the remaining provisions of the **agreement** shall continue in full force and effect. If any such provision or part provision is invalid, illegal or unenforceable the parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid, legal and enforceable, and which gives effect to the spirit and intent of the **agreement**.

6. Entire agreement

6.1. The **agreement** constitutes the entire understanding and agreement between the parties in relation to the subject matter of the **agreement**.

6.2. Each party acknowledges that it has not entered into the **agreement** in reliance wholly or partly on any representation or warranty made by or on behalf of the other party (whether orally or in writing) other than as expressly set out in the **agreement**.

7. Counterparts

The **agreement** may be signed in counterparts, each of which, when signed, shall be an original and all of which together evidence the same agreement.

8. Governing law and jurisdiction

The **agreement** shall be governed by, and construed in accordance with, the law of England and Wales. Any dispute arising out of or in connection with, or concerning the carrying into effect of, the **agreement** shall be subject to the exclusive jurisdiction of the courts of England.