

Mr Shama Shah Trading as Shama 3 Beverley Drive

Edgware HA8 5NQ

20th August 2014

Dear Mrs Shah

Re: Public Liability - OIMR\PL004643\PC Your Liability Insurance Policy

Thank you for your recent instructions to renew cover on your behalf for liability insurance. We are pleased to confirm that cover has been renewed with a panel of Insurers led by RSA with effect from 29/08/2014. Details of your new policy, including any requirements specified by your insurer, are now outlined for your attention:

#### Suitability

We have identified your demands and needs, and based the cover on your specific requirements relating to your trade which are shown in the business description. The covers that you require are detailed below:-

Cover Section	Sum Insured	Included
Public Liability	£2 Million	Yes
Employers Liability	£10 Million	Yes
Tools Cover	N/A	No
Couriers Transit Cover	N/A	No
Property All Risks - Contents	N/A	No
Property All Risks - Stock	N/A	No
Business Interruption	N/A	No
Contract Works Cover	N/A	No
Hired in Plant Cover	N/A	No
Own Plant Cover	N/A	No
Personal Accident Cover	N/A	No

We are pleased to confirm that your policy continues to meet your requirements. In addition, our recommendation takes into account the need to arrange cover at the most competitive premium available from our panel of insurers.

# **Premium Summary**

Insurer Premium£100.00Insurance Premium Tax£6.00Annual Policy Arrangement Charge£12.00

Total Annual Premium £118.00

3rd Floor, Frobisher House Nelson Gate Commercial Road Southampton SO15 1GX

Telephone: 0845 219 0453 Fax: 0845 219 0467

mydocs@oneinsurancesolution.co.uk www.oneinsurancesolution.co.uk Broker Ref: 3/SHSY05PL02

# ➤ What is Covered <

Business Description
Band

Trading Status sole trader

Insurer a panel of Insurers led by RSA

Effective Date 29/08/2014

➤ What to do Now <</p>

Tell us if you wish to change anything

Check the cover details are correct

Read the terms & conditions and familiarise yourself with any warranties or conditions of the policy

Let us know if you require any other insurance products or financial services





# The capacity in which we are acting

We act as your agent when sourcing insurance policies, placing cover and in the event of a claim.

# How we made our selection

We have carried out a 'fair analysis' of the market in order to identify a suitable product. This means that we have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select appropriate policies for you.

# **Awareness of Policy Terms**

A summary of cover detailing the main benefits and exclusions of the policy, is enclosed. We must point out this is an outline only. Please check this carefuly to ensure that the cover meets your requirements. Your attention is also drawn to the information about the services we offer and our Terms of Business. This includes important information about us, who we are regulated by, our complaints handling procedure and much more. If you have any questions about the enclosures you should contact us immediately.

# **Premium Payment**

You have selected to pay for your policy in full we have received the payment due of £118.00. Your card receipt is enclosed.

## **Enclosures**

You will find enclosed the following important documents in relation to your policy:-

- \* Proposal Form/Statement of Facts Disclosed
- \* Liability Scheme Policy Schedule
- \* Liability Scheme Policy Wording
- \* Certificate of Employers Liability Insurance
- \* Details about Our Insurance Services
- \* Our Terms of Business

If any information shown in the above documents is incorrect, please inform us immediately as it may affect the validity of your policy. Please pay particular attention to the Statement of Facts.

# **Our Remuneration**

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

# **Cancellation**

Please note that you are not entitled to a period of 14 days reflection under this policy.

# **Claims Notification**

Full details of how to make a claim can be found in your policy document.

We thank you for your valued custom and hope that you will consider us for any other insurance requirements you may have.

Yours sincerely

Joe Young

One Insurance Solution



# One Insurance Solutions Liability Scheme Policy Statement of Fact

Date of Issue: 29/08/2014 Policy Number: OIMR\PL004643\PC

# **IMPORTANT NOTICE**

Please read the following information carefully. It forms a record of information advised and constitutes the basis of your contract of Insurance.

# THIS IS AN IMPORTANT DOCUMENT. PLEASE KEEP IT IN A SAFE PLACE. IF THE DETAILS ARE CORRECT THEN THERE IS NO NEED TO RETURN IT TO US.

If any of the facts in this statement are incorrect you must notify us as soon as possible and, in all circumstances, within seven days from the date of inception of the policy. Failure to advise that the facts in this statement are wrong could result in the invalidation of the policy.

Upon payment of the premium requested and subject to the Statement of Fact not being rejected by you, you are accepting the Insurance offered on the terms contained in the Statement of Fact, the Certificate Schedule and the Certificate Document, which are attached.

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Name of Insured:	Mrs Shama Shah Trading as Shama
Trading Name:	Mrs Shama Shah Trading as Shama
Status of the Insured:	sole trader
Correspondence Address:	3 Beverley Drive
	Edgware
	HA8 5NQ
Primary Trade or Business:	Band
Has the proposer, any director or partner of	
the Trade or Business:	
had any convictions for any criminal offence or	No
any pending prosecution involving dishonesty,	
arson, theft or any wilful damage?	
ever been declared bankrupt or insolvent or	No
been the subject of bankruptcy proceedings?	
ever had a proposal refused or declined, or had	No
an insurance cancelled, renewal refused or had	
special terms imposed by an insurer?	
sustained any loss or incurred any liability	No
whether insured or not in the last five years?	
Whomas moured or not in the last into years.	
Does the Trade or Business:	
involve the use of asbestos, chemicals or other	No
substances that could be harmful to health,	
other than chemicals and other substances that	
are normal for the trade?	
dispose of fumes, effluent or other harmful	No
waste?	140
waste:	
The Majority of the work of the Trade or	
Business is undertaken in:	
England, Scotland, Wales, Isle of Man and the	Yes
Channel Islands'	1 C3
The number of working proprietors or	1
partners:	
The maximum number of employees,	
including any working directors, engaged	
solely in clerical work:	7
in manual work:	7
s there any use of woodworking	No
machinery?	
Is cover required for Employers Liability?	Yes
Is cover included for Temporary Employees?	Yes

Public Liability Limit of Indemnity:	£2 Million
Tools & Transit Section:	Not Insured
Property All Risks Section	Not Insured
Business Interruption Section:	Not Insured
Couriers Transit Section	Not Insured
Personal Accident Section	Not Insured

# **Data Protection**

For Data Protection Act purposes your personal data will be held and processed for insurance administration. For this purpose the information may also be passed to selected third parties including other insurers, credit reference agencies and reinsurers. By entering into this contract of insurance your insurance advisor who arranged this contract of insurance on your behalf to the processing of that data by Your Insurers.

You have the right to access (subject to limited exceptions) and if necessary to rectify the information that we hold.

Insurers pass information to the Claims and Underwriting Exchange register and the Motor Insurance Anti-Fraud and Theft Register. These registers have been established to help check the information provided and also to reduce fraudulent claims. These registers may be searched when dealing with any request for insurance. Under the conditions of the policy, all incidents must be declared whether or not they may result in a claim. The information may be passed to the registers.

# **Complaints Procedure**

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-.

Brightside Insurance Services Limited trading as One Insurance Solution 3rd Floor Frobisher House Nelson Gate, Commercial Road Southampton Hampshire SO15 1GX

Telephone: 0845 2190453 Facsimile: 0845 2190467

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint guickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR Telephone: 0800 0234567 (for landline users) Telephone:0300 1239123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

# **DECLARATION**

Please read the Declaration carefully, sign below and return to us (showing the correct information) if any information shown in this Statement of Fact is incorrect. If there is more than one Proposer then all should sign.

I/We have read the Statement of Fact and the Certificate Schedule supplied.

I/We understand that any material fact, which is information that may influence the Company in the acceptance and terms provided, has been disclosed and recorded.

I/We declare that to my/our knowledge and belief the answers and particulars given on the Statement of Fact made by me/us are true and complete, and that I/We have not withheld any material information. Failure to disclose such information may result in claims not being met.

Dated:	Proposers Signature(s)



# TRADESMANS LIABILITY INSURANCE - CERTIFICATE SCHEDULE

Certificate Number: OIMR\PL004643\PC

**Insured Name and Address** 

Mrs Shama Shah Trading as Shama

3 Beverley Drive

Edgware

HA8 5NQ

**Business** 

Band

**Period of Insurance** 29/08/2014 to 29/08/2015

(Both dates inclusive at Local Standard Time)

Limits of Liability/Sum Insured

Section 1:Public/Products Liability

**GBP** 2,000,000

any one event/unlimited in the period of insurance but in

all for products

**Section 2:Employers Liability** 

GBP 10,000,000 any one event but

GBP 5,000,000 any one event in respect of ASBESTOS and

**TERRORISM** 

**Section 3:Personal Accident** 

Not Included

**PREMIUM BREAKDOWN** 

Premium: GBP 106.00

Excess: GBP 250

Operative Memoranda: Please see following pages

THIS IS TO CERTIFY that in accordance with the authority granted to us UNDER CONTRACT No OIMCC140063, which will be supplied on application, the said Insurers are hereby bound in accordance with the terms and conditions as attached hereto or as entered hereon.

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Endorsements applicable in respect of the TRADE or BUSINESS of Band

# **Identity of Insurers**

# Royal & Sun Alliance Insurance plc.

Royal & Sun Alliance Insurance plc (No.93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

# AIG Europe Limited.

AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

# **Aviva Insurance Limited**

Aviva Insurance Limited. Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

# Covea Insurance plc

Covea Insurance plc, Registered in England and Wales No.613259.

Registered office, Norman Place, Reading, RG1 8DA

All Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



# "CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

Policy No. OIMR\PL004643\PC Reference No. SHSY05PL02

1. Name of policyholder. Mr Shama Shah Trading as Shama

2. Date of commencement

of insurance policy. 29/08/2014

3. Date of expiry of

Insurance policy. 29/08/2015

We hereby certify that subject to paragraph 2:-

- 1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b); and
- 2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c).

Signed on behalf of Royal & Sun Alliance Insurance plc and other insurers as defined in the Policy (Authorised Insurers)

A P Brown

UK Chief Executive

Royal & Sun Alliance Insurance plc

# Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries,
- or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy." paragraph 2(b) does not apply and is deleted.

# THIS IS YOUR CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE.

# A copy of the certificate must be displayed at all places where you employ persons covered by the policy.

THE EMPLOYERS' LIABILITY (COMPULSORY INSURANCE) (AMENDMENT) REGULATIONS 2008 permits the display of this certificate in an electronic form, provided persons covered by this policy have reasonable access to it.

The employer is strongly encouraged to retain all records related to this insurance.

Name and address of issuing intermediary:

Brightside Insurance Services Limited trading as One Insurance Solution MMT Centre, Aust, Bristol, BS35 4BL

UKC0 10079 October 2008



# about our insurance services

## **One Insurance Solution**

3rd Floor, Frobisher House Nelson Gate, Commercial Road Southampton SO15 1GX

# 1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services and insurance. It requires us to give you this document. Use this information to decide if our services are right for you.

#### 2. Whose Products do we offer?

-> We offer products from a range of insurers for commercial vehicle and business insurance.	We only offer uninsured loss
recovery, legal expenses from Albany Assistance and breakdown cover from Liverpool Victoria.	
Ask us for a list of Insurers we offer insurance from.	
☐ We only offer products from a limited number of Insurers	

# $\square$ We only offer products from a single Insurer

3. Which services will we provide you with?

-> We will advise and make a recommendation after we have assessed your needs.

☐ You will not receive advice or a recommendation from us. We may ask you some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

#### 4. What will you have to pay us for our services?

->	A Fee
	No Fee

An annual policy arrangement charge will be made for arranging insurance on your behalf; the amount will be detailed on your quotation. We also make a charge for altering a policy, issuing a duplicate document and for cancelling cover. Full details will be provided before you enter into a contract of insurance arranged by us.

#### 5. Who regulates us?

Brightside Insurance Services Limited trading as One Insurance Solution Ltd, 3rd Floor, Frobisher House, Nelson Gate, Commercial Road, Southampton, SO15 1GX is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number is 302216.

Our permitted business is arranging general insurance contracts.

You can check this on the FCA's Register by visiting the FCA's website <a href="www.fca.org.uk">www.fca.org.uk</a> or by contacting the FCA directly on 0800 111 6768.

# 6. What to do if you have a complaint

If you wish to register a complaint, please write to the Managing Director at the following address:

One Insurance Solution 3rd Floor, Frobisher House Nelson Gate, Commercial Road Southampton SO15 1GX

Telephone: 0845 219 0453 Facsimile: 0845 219 0467

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

#### 7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging cover is covered for 90% of the whole of the claim, with no upper limit. Compulsory insurances are covered for 100% of the claim with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

OBIS/N140906R140906

One Insurance Solution 3rd Floor Frobisher House, Nelson Gate Southampton SO15 1GX

Tel: 0845 219 0466 Fax: 0845 219 0467

# **Our Terms of Business**

#### Our Status and the services provided

We are an insurance broker who arrange policies through a panel of leading insurers and intermediaries. Please note that for certain products we use only one insurance company. Our service includes advising you on your insurance needs, arranging your insurance cover and helping you with ongoing changes. We can also assist you with making a claim.

# The capacity in which we are acting

We act as your agent when sourcing a suitable policy, placing the insurance and in the event of a claim, unless the insurance is arranged under a delegated binding authority where we act as an agent of the insurer when placing the insurance.

#### Disclosure of Information

It is your responsibility to provide complete and accurate information to your Insurers when you take out your insurance policy, throughout the lifetime of the policy and when you renew your insurance. Any information which might influence your insurer to accept, amend or decline your insurance proposal or renewal, must be disclosed. If you are unsure about disclosing any matter please contact us for guidance. Failure to disclose any material information to your insurers or any inaccuracies in the information given could invalidate your insurance cover and mean that part or all of your claim may not be paid. Any advice we offer will be based on the details you provide. Always keep copies of correspondence sent or received concerning your insurance.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as "spent".

#### **Proposal Forms**

It is important that you ensure that all statements that you make on a proposal form are full and accurate. All answers on proposal forms and statements made to Insurers, either in your handwriting or pre-printed, are your responsibility. When a policy is taken out we will send you a copy of your proposal form or statement of fact, which shows the information you have supplied. If you ask us to amend any answer or add additional information we will send you a copy of the revisions. You will have the opportunity to correct ammendments. Sample policy wordings are available on request.

# **Awareness of Policy Terms**

You should read your policy carefully. The document, schedule and any certificate of insurance are the basis of the cover you have purchased. Please make sure that you understand them and are able to follow their requirements. Breach of any terms, conditions or warranties may enable your Insurer to terminate your policy or repudiate any claim under your poicy.

#### Road Traffic Act

Customers are reminded that it is their personal responsibility under Road Traffic Act legislation to ensure that before using or permitting the use of a vehicle on the public highway, they are in possession of a current valid Certificate of Insurance or cover note. You must immediately notify the Company if your Certificate of Insurance or cover note expires as no cover will exist until written or documentary confirmation has been received by you.

# **Data Protection Act**

Any information we hold about you, whether on our computer system or on paper files will be treated as private and confidential. We will use and disclose the information we have in the normal course of administering cover on our insurance policy. We may also, on occasion, use the details we hold about you within our associated companies or pass them to Third Parties so that we may tell you of new products and services, which we think may interest you by telephone, e-mail or post. If you do not wish to receive any maketing information please write to us and we will mark our records accordingly. Under the Data Protection Act 1998 you have rights of access to any personal information we hold about you in our records. If you have any queries in respect of confidentiality and data protection please contact us.

# Motor and Home Insurance Anti-Fraud Registers

Insurers share information with each other via the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, to aid

the prevention of fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the registers.

#### **Motor Insurance Information Centre (MIIC)**

Insurers are legally required to provide details of motor insurance cover policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database, to which the police and other government agencies have access. This helps the persuance of claims following accidents and aid the detection of those who are in contravention of the law by not taking out insurance.

#### **Service Standards**

It is our intention to provide you with a high level of service at all times. In the unlikely event that you should have cause for complaint, you should write to the Managing Director at the address shown above. We will acknowledge receipt of your complaint in writing, within 5 working days and provide you with a full written response within 20 working days, or explain the current position and provide you with a timescale for a full response. We will endeavour to provide you with a final response within 8 weeks.

If you remain dissatisfied with our response to your complaint you may be able to refer the matter to the Financial Ombudsman's Service. To use their service you must be *eligible* and your complaint must be sent to them within 6 months of our final response letter. Full details of our complaints handling procedures are available upon request.

#### Claims

We have no authority to handle claims on behalf of your Insurers. In the event of an accident occuring, which may give rise to a claim under your policy, you should notify your Insurer direct as soon as possible using the contact details in your policy schedule/document.

If there is any conflict of interest, we will only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent and that you have given that consent. We will forward any payments we receive from Insurers in respect of any claim, without delay.

# **Administrative Charges**

In addition to the premiums charged by insurers, we make charges to cover the administration of your insurance.

- \* Mid-term alterations- Up to £75.00
- \* Duplicate documents- Up to £20.00
- Cancellations Up to £75.00
- \* Annual policy arrangement charges Up to 25% of Insurers annual premium

We reserve the right to amend the level of charges at any time. You should also note that we will not be responsible for any fines or costs that you incur resulting from late delivery of, or incorrect information on, any documentation relating to your insurance.

## **Cancellation of Insurance Policies**

(1) Where cancellation rights exist

If you are an individual or sole trader (including a partnership in England and Wales) buying or renewing a policy which provides cover for you in both a private **and** business capacity, you have the right to cancel your policy during a period of 14 days either from the date of purchase of the contract or the day on which you receive your policy documentation, whichever the later. When renewing an existing policy, the period applies from the date you renew the policy or the day on which you receive the policy documentation, whichever the later. If you exercise this right and the cover has not yet commenced, you will be entitled to a full refund of the premium paid. If the insurance has commenced and provided that you have not made a claim, you will be entitled to a refund of the premium paid, subject to a deduction for any time that you have been on cover (calculated as a proportion of the annual premium) and a deduction of a proportion of the arrangement charge sufficient to cover our costs.

To exercise your right to cancel, please contact this office at the address shown. You will be required to return any certificate of motor insurance, immediately.

(2) When cancellation rights do not exist.

Unless otherwise stated, insurance policies are arranged for a period of 12 months and you are required to pay the full amount stated. If you cancel the insurance before the expiry date, (other than in accordance with paragraph (1) above) and there have been no claims, you may be charged short period rates in accordance with the scale of charges detailed by insurers terms and conditions, shown in your policy document. We do not refund commission or charges as this was earned for arranging the policy. Policyholders may cancel annual policies on return of the policy and/or Certificate of Insurance. The cost of add-on products that you purchase (e.g. Legal Expenses) will be non-refundable (other than in accordance with paragraph (1) above). If there are any unpaid monies when the policy is cancelled, we may withold documents such as any no claims bonus to which you are entitled, until full payment is made. If you paid the premium by instalments the credit charges made by the premium finance provider will not be refunded.

#### **No Claims Bonus**

If you are unable to supply your previous insurers name, policy number and expiry date during the sale of your policy, you must provide written evidence within 14 days. Failure to provide evidence within this period will result in insurers issuing the policy at the gross premium (i.e. without the benefit of the discount) or the policy being cancelled. You will be immediately responsible for the balance of premium payable and any subsequent cancellation will be calculated on the gross premium and subject to short period rates and charges detailed above.

#### **Payment of Premiums and Refunds**

Unless otherwise agreed and formalised by a premium instalment plan, all premiums are due on the day cover is arranged, the date the policy is due for renewal or the date of any mid-term adjustment.

If we arrange an instalment plan for you an administration charge will apply as follows:

- \* £25.00 if 10 monthly payment option is selected
- \* £30.00 if 2 monthly payment option is selected

We will pay the premium to the insurer and you will be responsible for paying the instalments as they fall due. In the event of any due payment not being made, you will be sent a seven day cancellation letter by recorded delivery. If the monies are not received within this timescale the policy will be cancelled and all cover will cease. Any refund provided by the insurer, after deduction of the charges shown above, will be used against any outstanding balance on your instalment plan.

We may keep certain documents such as your insurance policy documents or certificate whilst we await full payment of the premiums. In these circumstances, we will ensure that you receive full details of your insurers cover and we will provide you with any document you are required to have by law.

We will not accept responsibility for cancellation of insurance by insurers due to late or non-payment of premium by customers. Instalment deposits, legal expenses and breakdown or associated policies are non-refundable. All refunded premiums will be made by cheque, payable to the policyholder.

# Quotations

When a quotation is provided the premium is only valid for the period advised to you. Quotations provided by the company do not constitute offers. All proposals and requests for insurance are subject to acceptance by Insurers, premiums and terms are quoted subject to confirmation and agreement by insurers. Your Insurer has the right to decline your risk, increase the premium or restrict the policy if any errors or omissions are found on the proposal or statement of fact.

# Withholding Documents

We reserve the right to retain certain documents until all payments due have been made and any cheques cleared. We will provide any documents you are required to have by law.

# Risk Transfer

Premiums that we collect from you are held in an insurance broking bank account specifically for the purpose of holding client money. By virtue of agreements held with insurers, we collect premiums as agents of the insurer. Therefore, once we have collected the premium from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to insurer. We will remit premiums to insurers in accordance with the terms of our agreements with insurers.

# Renewal of Policies

We will contact you when your policy is due for renewal and how to continue with your cover. In order to protect your interests, where insurers are willing to renew the policy and payment is made through an instalment plan we arranged, we reserve the right to automatically renew your policy and to arrange continuation of the instalment facility unless you specifically notify us

in writing that you wish to cancel your policy, prior to renewal date. Where (in the absence of instructions to the contrary) we renew the policy on your behalf you may be liable to make payment to us and/or your insurance company.

#### Client Money Segregation (Statutory or Non Statutory)

Premiums that we collect from you will be segregated into and held in either a Statutory or Non-Statutory Insurance Broking Trust Bank Account. We will hold money as trustee for the insurer. The Client Money Bank Account is set up as a trust governed by our agreements with our insurers. This means that once client money is segregated into the trust account it falls into our legal ownership but remains for the beneficial ownership of insurers. If we become insolvent, the terms of the trust dictate that insurers will have prior claim on the money in the account according to their respective interests. Where insurers permit use of a Non-Statutory Trust we may agree to extend credit to other customers using money from the Client Money Bank Account. We will have in place and maintain, systems and controls to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of this trust arrangement.

#### **Earning Interest on Customer Premiums**

We hold premiums that you pay us in a Client Money Bank Account. Under Financial Conduct Authority (FCA) Regulations we have to inform you that we may earn interest from money held in our Client Money Bank Account, which may exceed £20.00 for any one transaction that you make with us. Interest earned will not be held for the benefit of customers. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

#### **Customer Money Passed to Another Person**

In accordance with FCA Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium, to another intermediary. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

# **Customer Money Passed to Another Person Outside the UK**

In managing and/or arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium, to another insurance intermediary operating outside of the United Kingdom. Unless you notify us that you do not wish your premiums to be transfered in the manner outlined, by accepting these Terms of Business you are giving your consent for us to act in the manner described. You should note that the legal and regulatory regime applying to the insurance intermediary may differ from that in the United Kingdom and consequently, if the intermediary fails, the premium may be treated in a different manner from that which would apply if the premium was held by an insurance intermediary in the United Kingdom.

# Segregation of Investments

We hold premiums that you pay us in a Client Money Bank Account. We may invest these premiums in a range of permitted designated investments as prescribed by FCA Regulations. In the event that there is any shortfall in our client money resource attributable to falls in the market value of any of these permitted designated investments, we shall make provision for, and bear the cost of, any such shortfall. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

#### Other Taxes or Costs

Please note that there is a possibility that other taxes and/or costs may exist in respect of products and services offered by us, which are not paid through or imposed by us.

#### Our Remuneration

If you are regarded as a commercial customer (your policy has been purchased for your trade or profession) you are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

## **Governing Law**

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

#### Variations

No variations to these Terms are held to be valid unless in writing and signed by an authorised officer of the company. The company's staff are not authorised to agree any variation of these Terms of Business but they may be varied by the company from time to time.

# **Statutory Rights**

Agreement to our Terms of Business does not affect your normal Statutory Rights.