#### parish clerk

**From:** parish clerk <parishclerk@melbournparishcouncil.gov.uk>

**Sent:** 06 November 2023 13:25

**To:** councillors@melbournparishcouncil.gov.uk

Cc: RFO Gov

**Subject:** RESPONSE REQUIRED: Email decision - Grinnel Hill Insurance renewal

Attachments: Grinnel Hill Insurance - November 2023\_Redacted.pdf

Thank you to all that responded to the email, six councillors replied in support, please note the resolution below:

It was RESOLVED to approve payment of £2,094.20 to renew Grinnel Hill insurance premium.

Many thanks for your attention.

Abi

Dear Councillors,

#### Grinnel Hill Insurance renewal – from precepted funds

Grinnel Hill have provided their insurance renewal details (due for payment 3 November 2023) at a cost of £2,094.20. Details attached.

Costs are included in precept under 'Finance and General Purpose / Grants Payable'.

This is an annual spend and payment is urgently requested though email consent, please indicate your response:

To consider the payment of £2,094.20 to renewal Grinnel Hill insurance premiums as required.

Many thanks

Abi & Alex

# **Abi Williams** & Alex Coxall Parish Clerk

Melbourn Parish Council Melbourn Community Hub 30 High Street Melbourn Cambridgeshire SG8 6DZ

Tel: 01763 263303 (option 3) parishclerk@melbournparishcouncil.gov.uk melbournparishcouncil.gov.uk

The Parish Office opening hours are 10am - 1pm / 2pm - 3pm Monday to Friday

You have received this email from Melbourn Parish Council. The content of this email is confidential, may be legally privileged and intended for the recipient(s) specified in the message only. It is strictly forbidden to share any part of this message with any third party, without written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

Melbourn Parish Council considers email security to be a high priority. Therefore, we have put efforts into ensuring that the message is error and virus-free. Unfortunately, full security of the email cannot be ensured as, despite our efforts, the data included in emails could be infected, intercepted, or corrupted. Therefore, the recipient should check the email for threats with proper software, as the sender does not accept liability for any damage inflicted by viewing the content of this email.

By Contacting Melbourn Parish Council you agree that your contact details may be held and processed for the purpose of corresponding.

You may request access to the information we hold on you: <a href="mailto:parishclerk@melbournparishcouncil.gov.uk">parishclerk@melbournparishcouncil.gov.uk</a>
You may request to be removed as a contact at any time: <a href="mailto:parishclerk@melbournparishcouncil.gov.uk">parishclerk@melbournparishcouncil.gov.uk</a>
To view Melbourn Parish Council's Privacy Notice please <a href="mailto:click here">click here</a>

# Mark Hayman Insurance Services Ltd

Sconicca

14 Hilltop Meadow Newton Abbot Devon TQ12 1FJ

Office: 01626 - 363376 Mobile: 07855 - 954092

mark@haymaninsurance.co.uk www.haymaninsurance.co.uk **3** @haymaninsurance

RELIABLE AND PERSONAL



Date: 13 October 2023 Invoice ref: 527743345 Client Ref: 38126887

Insured: Grinnel Hill BMX
Appointed Representative: Mark Hayman Insurance

Insurer Pol No.: PLON99/ 0096882

# Invoice

			Amounts (£)	Total (£)
Public Liability	Sportscover Europe Limited Policy Number: PLON99/ 0096882 Policy Term: 17/10/23 - 16/10/24	Premium Insurance Premium Tax (IPT) Processing Fee Insurer Fee Broker Fee	1,785.00 214.20 10.00 35.00 50.00	2,094.20
	TOTAL			2,094.20

Payment of this invoice is due by 3rd November 2023.

#### Payment Instruction

Our preferred method of payment is by BACS transfer, with our bank details being as follows: **TEn Insurance Services Limited, Sort Code 40-05-30, Account Number 54587499. Please use 527743345 as your payment reference.** 

Payment can also be made by cheque. Without exception, all cheques MUST be made payable to TEn Insurance Services Ltd and, in the interests of efficiency, posted to TEn Insurance Services Ltd, Hanover House, 30-32 Charlotte Street, Manchester, M1 4FD.

It is imperative that full payment is received within the credit terms stated.

Please ignore the above if you have already arranged to pay the premium by a premium finance arrangement.

Please note, any payment made directly to an Appointed Representative cannot be deemed to have been received by TEn.





# Certificate of Employer's 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 Number	PAR-23-0000707	
Name of Policy Holder	Grinnel Hill BMX	
Date of Inception	17/10/2023	
Date of Expiry	16/10/2024	

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 £5million(c); or (b) The cover provided under this policy relates to claims in excess of [£] but not exceeding [£].

Jan Man

Signed on behalf of

ALLIANZ GLOBAL CORPORATE & SPECIALTY

(Authorised Insurer)

#### 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 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.

This document is sufficient evidence to your Principal of the existence of the above Insurance Arrangements.

# **Renewal Policy Schedule**

Policy Number: PAR-23-0000707



#### **General Information**

The Insured Grinnel Hill BMX

Correspondence Address

Risk Address LONDON WAY, MELBOURN, ROYSTON, HERTS, SG8 6BW, UNITED KINGDOM

Broker Underwriter

Broker's Address 2ND FLOOR, 153 FENCHURCH STREET, LONDON, EC3M 6BL, UNITED KINGDOM

Business Description BM

Sports BMX

Period of Insurance From 17/10/2023 to 16/10/2024, both days inclusive.

#### Public and Products Liability & Professional Indemnity

UNDERWRITTEN BY Sportscover Europe Ltd on behalf of Allianz Global Corporate & Specialty SE under contract number GBT002257210W.

Public and Products Liability Limit of £5,000,000 any one Occurrence, but limited to £5,000,000 in the aggregate in respect of Products Liability.

Professional Indemnity Limit of

£1,000,000 any one Claims, but limited to £1,000,000 in the aggregate.

Indemnity

Excess £250

Territorial Limits United Kingdom

Jurisdiction United Kingdom

Retroactive Date 17/10/2020

Participants per Sessions 100

Number of Sessions per Week 4

Length of Sessions 1

#### **Employer's Liability**

UNDERWRITTEN BY Sportscover Europe Ltd on behalf of Allianz Global Corporate & Specialty SE under contract number GBT002257210W.

Limit of Indemnity £10,000,000 any one Occurrence.

Excess £Nil

Territorial Limits United Kingdom

Description Wageroll

Number Of Volunteers 1-10

#### Conditions and/or Endorsements

#### COACHING CONDITION

In respect of sports coaching; all coaches must be suitably qualified to coach the sport in question in accordance with the relevant recognised national governing body requirements, or where such a formal qualification does not exists, coaches must possess a minimum of three years' practical coaching experience for the sport in question.

#### COACHING - BASIS OF COVER CONDITION

This insurance is based upon the details declared by The Insured in the written information supplied and provides cover for BMX coaching for up to a maximum of:

4 sessions per week, each session lasting no longer than 1 hours, with a maximum number of 100 members per session;

The Insured shall give immediate notice in writing should the details shown above be incorrect or require amending and agree to pay any such additional premium as may be required by the Company.

In the event of a claim made against the Insured and the number of sessions being greater than the number declared then the Insured shall be considered to be their own insurer for the difference and shall bear a rateable share of the claim accordingly

**Premium Summary** 

Combined Gross Premium	£2,034.20
Administration Fee	£35.00
IPT (12%)	£214.20
Combined Net Premium	£1,785.00
Employers' Liability	£175.00
Public and Products Liability & Professional Indemnity	£1,610.00

# **Policy Statement Of Facts**

Policy Number: PAR-23-0000707



#### Fair Presentation Of Risk

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

#### **Important Notice**

This document is a record of the statements that you made when applying for this insurance either yourself or through your insurance advisor. The Insurers have used the information supplied to determine the terms of the insurance and the premium they require. It is important that you carefully check this document to ensure that the information provided is honest and to the best of your knowledge and belief, it is accurate, and you have made a fair presentation of the risk. If you don't, your Policy may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid. If you are in any doubt, you should speak to your insurance adviser. Should any of the information you have provided to us, and which is recorded on the Statement of Facts change during the period of insurance, you must tell us immediately. We may then amend the terms of this Policy and the premium charged.

#### What You Need To Do Next

Firstly, you should check this document and if any of the statements are incorrect, or if there are any other facts you feel should be disclosed under your requirement to make a fair presentation of the risk, you should advise your insurance advisor of the changes required. If there are changes to the information shown it may result in amendments to your terms or conditions, or refusal of cover. Failure to inform us could invalidate your policy or result in a claim being repudiated or not paid in full.

Secondly if all the information contained in this Statement of Facts is correct, then you should retain this document with your other Policy documents.

#### **Key Facts**

A Key Facts document should have been provided to you, if you have not received this document they are available upon request. If you wish to know more about the policy, a specimen of the policy wording is also available upon request.

#### **Your Business Details**

Client's Name

Grinnel Hill BMX

Client Classification

Retail

Company Legal Status

Sole Trader

Do you currently hold the business?

Yes

Is your client currently insured?

Yes

Insurance Company Name

Sportscover Europe Ltd

Sports

**BMX** 

Client Correspondence Address

Client Risk Address

LONDON WAY, MELBOURN, ROYSTON, HERTS, SG8

6BW, UNITED KINGDOM

Business Description (including activities

**BMX** 

undertaken)

**Business Trading Duration** 

More than 3 years

### Your Liability Details

## **Public and Products Liability & Professional Indemnity**

Limit of Indemnity required?

£5,000,000

Public Liability Excess amount

£250

Jurisdiction Territorial Limit United Kingdom United Kingdom

Retroactive Date

17/10/2020

Professional Indemnity coverage limit

£1,000,000

Professional Indemnity excess

£250

Cover Required

Coaching Risks

How many participants per session are there?

100

How many sessions per week do you undertake?

4

What is the Total length of all sessions (hours)?

1

#### **Employers Liability**

Limit of Indemnity required?

£10,000,000

Territorial Limit

**United Kingdom** 

How many Volunteers do you have?

1-10

## **Insurance Consent**

# Have you, your Directors, Partners involved with the business or any other business ever :

Had a proposal for insurance declined, cancelled or refused?	No
Had any renewal refused?	No
Had any special terms or conditions imposed?	No
Been convicted or charged (but not tried) or been given an Office Policy Caution, in respect of any criminal offense?	No
Been the subject of any County Court Judgement or Sheriff Court Decrees?	No
Been declared bankrupt or insolvent or been disqualified from being a company director or been involved as owner Director or partner with any company which went into receivership, administration or liquidation?	No
Been a UK resident for the past 12 months?	Yes

Authorised and regulated by the Financial Conduct Authority No. 308372

# Mark Hayman

Insurance Services Ltd

Sconicca 14 Hilltop Meadow Newton Abbot Devon TQ12 1FJ

Office: 01626 - 363376 Mobile: 07855 - 954092

mark@haymaninsurance.co.uk www.haymaninsurance.co.uk

@haymaninsurance

RELIABLE AND PERSONAL

Grinnel Hill BMX

13th October 2023

Reference: 38126887

Dear Andrew,

#### Your Insurance Policy

Policy Type: Policy Number:

**Public Liability** PLON99/0096882

Insurer:

**Sportscover Europe Limited** 

Thank you for choosing Mark Hayman Insurance to arrange your Public Liability insurance policy. We are pleased to confirm that your cover will be incepted effective from 17th October 2023 with Sportscover Europe Limited at an annual amount of £2,094.20 inclusive of premium, tax, and fees and have pleasure in attaching your policy documentation.

Please ensure you check the documentation carefully to ensure it meets with your requirements. You should particularly refer to the terms, conditions and exclusions referred to therein. All documentation should be kept in a safe place.

There is a continuing obligation to notify us of any material change in risk or circumstances during the currency of the policy in order that we notify insurers and ensure the appropriate changes to the policy are

We trust you will find all in order. If you require any alterations or amendments, please do not hesitate to contact us.

Yours sincerely

Mark Hayman Director

Tel:01626 363 376 Mobile: 07855 954 092

Email: mark@haymaninsurance.co.uk

#### **Your Insurance Quotation**

Policy Holder: Grinnel Hill Renewal Date: 17th October 2023
BMX

We have considered your needs based on the information available to us. These are outlined in the various attachments, including a "Demands and Needs" statement. If there are any material changes to your circumstances, please let us know immediately.

This year we recommend maintaining cover with your existing insurer Sportscover Europe Limited as they continue to meet your "Demands and Needs" at a competitive price.

Policy Type:

**Public Liability** 

**Insurer Name:** 

**Sportscover Europe Limited** 

This Insurer has been selected on the basis of a fair analysis of the market using our available panel of Insurers.

You may ask for a list of the insurers with whom we deal with and/or select products.

#### **Your Premium Summary**

Total Amount Payable	£2,094.20
Insurer Fee	£35.00
Admin Fee	£50.00
Processing Fee	£10.00
Insurance Premium Tax	£214.20
Annual Premium	£1,785.00

The premium is quoted on the basis of an annual contract and is valid for 30 days from 13<sup>th</sup> October 2023. If your circumstances change within that period, you are still required to notify the Insurer, via us, in order that a revised quotation may be calculated. You may ask for a list of the Insurers we deal with and/or select products.

#### What to do next

Please read the attached documentation and either retain or complete where appropriate. If you agree that the details provided match your insurance requirements, please instruct us to renew your cover. Please act immediately to ensure continuation of cover.

#### **Documents Enclosed**

✓ Your "Demands and Needs" Statement – Please study this carefully to ensure it meets your needs. If there are any changes required, please let us know immediately.

✓ Our "Terms of Business Agreement" – As an appointed Representative of TEn Insurance Services Ltd and in accordance with the requirements and directives of the Financial Conduct Authority, we have included a copy of our Terms of Business Agreement for your information.

#### **Demands and Needs Statement**

Your Name:

Grinnel Hill BMX

Your Reference:

38126887/122692666

Your Advisor:

Mark Hayman

Date of Recommendation

13th October 2023

#### **General Information**

To enable us to make a recommendation for your insurance requirements, we have obtained information about you, your insurance needs and your previous insurance policies. The information is either captured by proposal form, statement of fact or risk presentation.

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Any changes during the period of insurance that could affect cover offered should be advised as soon as possible. You should ensure we have understood your requirements and our recommendations meet your needs. If they differ, please contact us immediately.

We will act as your agent in sourcing a suitable policy, placing the insurance and in the event of a claim.

## **Demands and Needs Summary/Cover Requests**

You have requested an insurance product to meet your needs. In particular you have highlighted the need to consider:

#### Client Needs

£5 million Public Liability for London Way, Melbourn, SG8 6DJ

#### **Our Recommendation**

This recommendation, in our opinion meets your demands and needs. We have selected the product and insurer representing the closest match to your requirements.

It provides a good and fair balance between price, cover, service delivery, claims handling record and security/reputation of the Insurer in meeting your needs. We have considered your demands and needs and are happy to select Sportscover Europe Limited as being suitable for your Public Liability insurance.

#### Basis of Recommendation

The above requirements that you have requested are covered within this policy that we have put in place and this is a competitive premium. All figures quoted above are limits of indemnity and sums insured and always please refer to your policy schedule supplied by your Insurance Company. Should there be any cause for concern or you feel the cover is not sufficient to cover your needs then please say immediately.

# Significant or Unusual Exclusions and Limitations

The following endorsements have been discussed and agreed with you and you have confirmed that you are in a position to and do accept them.

Please refer to the specific terms, conditions and exclusions in the schedule at the end of this

letter for policy excesses and endorsements and contact me if you are unsure of any of the wordings or more importantly restrictions mentioned.

Significant or unusual exclusions are detailed in the policy summary attached/already sent. You should always refer to the policy documentation and summary of cover for details of endorsements, policy restrictions and excesses.

Whilst we have considered and matched your demands and needs and identified specific cover requests, you must always refer to the insurance schedule and policy documentation including the Key Facts Statement to ensure this represents your requirements. This will identify the basis of cover, key exclusions, excesses, and conditions associated with your policy.

**Public Liability** 

**POLICYHOLDER** 

Grinnel Hill BMX

**INSURER** 

Sportscover Europe Limited

**POLICY NUMBER** 

PLON99/0096882

PERIOD OF INSURANCE

17/10/2023 to 16/10/2024

Indemnity against legal liability for injury to third parties or loss of or damage to third party property arising out of the business.

**Limits of Indemnity** 

Public Liability any one occurrence (£):

5,000,000

**Excesses** 

£ 250

Excess

liability excess - £250.00

### Main Exclusions

Communicable disease exclusion

This exclusion is applicable to the public and products liability section only.

It is understood and agreed that this policy does not cover any loss caused directly or indirectly, contributed to, by, or attributable to a communicable disease or fear or threat of a communicable disease.

Communicable disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

# Conditions Precedent

Sub-contractors condition

All\_sub contractors engaged by you shall have in force and effect public liability insurance for third party bodily injury or damage to property with a minimum limit of indemnity of £5,000,000 throughout the duration of their contract with you.

You shall undertake to obtain and retain documentary evidence of the said insurances, prior to the commencement of any contract.

Coaching condition

In\_respect of sports coaching; all coaches must be suitable qualified to coach the sport in question in accordance with the relevant recognised national governing body requirements, or where such formal qualification does not exist, coaches must possess a minimum of three years' practical coaching experience for the sport in question.

# **Terms of Business Agreement**

The following Terms of Business Agreement sets out the basis on which Mark Hayman Insurance will provide business services to you as a commercial client of the firm.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

## YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

Contact us: Mark Hayman Insurance Sconicca 14 Hilltop Meadow Newton Abbot Devon TQ12 1FJ

T: 01626 363 376

E: mark@haymaninsurance.co.uk

#### **About us**

Mark Hayman Insurance is an appointed representative of TEn Insurance Services Ltd which is authorised and regulated by the Financial Conduct Authority. Their Firm Registration Number is 446479. We are permitted to arrange, advise on, deal as an agent of insurers and clients, assist in claims handling, in respect of noninvestment insurance policies.

You can check these details online using the Financial Services Register at: -

https://register.fca.org.uk/s/ or by contacting the FCA Consumer Helpline on 0800 111 6768.

We are also authorised by the FCA for credit broking when arranging insurance premium finance, through Close Premium Finance Limited.

Our scope of service

We offer a wide range of insurance products and have access to leading insurers in the market. When we arrange your insurance, we'll inform you of the nature of the service we provide. This will usually be one of the following: -

- (a) a personal recommendation to buy the policy, based on a fair and personal analysis of the market.
- (b) a personal recommendation to buy a policy we select from one or more insurance undertakings (not based on a fair and personal analysis of the market) in which case we will provide the names of those insurance undertakings.
- (c) information about a policy from one or more insurance undertakings without giving you advice or a personal recommendation, in which case we will provide the names of those insurance undertakings.
- (d) advice only, with or without a personal recommendation

We generally act on your behalf in arranging your insurance, but we'll make clear at the outset whether we are acting for you or, for the insurer, in a specific circumstance.

#### Your duty of disclosure

#### Consumers

You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate.

If you deliberately or carelessly misinform the insurers, this could mean that part of or all a claim may not be paid.

#### **Non-consumer customers**

Where we arrange insurance wholly or mainly for purposes related to your trade, business, or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know.

Alternatively, you must disclose enough information which would put the insurer on notice that they need to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

#### How to cancel

Please contact us immediately if you wish to cancel any insurance policy, we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer).

Please refer to your policy summary or your policy document for further details. If you cancel within this initial cancellation period (where this applies) you will receive a proportionate refund of premium from the insurer.

However, insurers are entitled to make an administrative charge. In addition, we may also charge an amount which reflects the administrative costs of arranging and cancelling the policy.

If you choose to cancel other than within the initial cancellation period, you may not receive a pro-rata return of premium, depending upon the practice of the insurer. Your policy wording will state the return premium that will be granted.

Upon cancellation of the policy, all fees charged by us or third parties for inception, renewal or mid-term adjustments remain payable in full, if not already paid.

All commission earned by us prior to cancellation of the policy is retained.

Details of all the amounts we charge will have been provided to you before you agreed to accept the policy or at the time you cancel the policy.

#### **Protecting your information**

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully which can be found at our website at www.privacynotice.co.uk and contact us immediately if you have any queries.

Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and on-going performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent, or trade your data under any circumstances.

All the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

If we have asked you for driving licence numbers when arranging motor insurance, we will also have obtained your explicit consent to their use.

#### How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim please contact us.

Fees and charges

We may charge you for the work incurred in handling your insurances. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation or other work on your behalf. Any additional charges, if applicable, will always be agreed in advance of them becoming due.

If you pay your premium by instalments, we shall inform you of any additional fees, charges, or interest as part of your credit arrangements.

Our earnings

In return for placing business with insurers or underwriters or other product providers, we receive a commission from them which is a percentage of the annual premium that you are charged.

When we sell you a policy the insurer pays us a percentage commission from the total premium that you are charged with. If the type of policy we sell reaches specific profit targets, the insurer may also pay us an additional bonus. In some cases we do not receive any commission and will charge a fee for the services provided.

You are entitled, at any time, to request information regarding any commission which we may have received because of placing your insurance business or arranging premium finance.

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

**Block transfers** 

In respect of some classes of insurance, we may operate block insurance arrangements to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers.

On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

**Protecting your money** 

Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we generally hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer.

If we are not acting as an agent of the insurer when we receive your premium, we shall hold it as client money in trust for you within a client bank account with an approved bank. Our client bank account(s) may contain other clients' money and money we hold as an agent of insurers. In line with strict FCA rules, our client bank account(s) is/are rigorously monitored to segregate and safeguard client money. We reserve the right to retain interest earned on our client bank accounts.

We are permitted to advance credit to other customers from monies we hold in a non-statutory trust client bank account. A copy of the trust deed under which our non-statutory client bank account has been established is available on request. You must notify us if you do not wish your money to be handled in this way.

We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction.

By accepting this Terms of Business Agreement, you are giving us your consent to treat your money in this way. Please notify us immediately if you have any objection or query.

**Complaints** 

It is our intention to provide a high level of service. However, if you have reason to make a complaint about our service you should contact us immediately using the contact details on the first page above, or the contact details at our Principal Firm, Ten Insurance Services Ltd.

You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 023 4567 or online and further information is available at http://www.financial-ombudsman.org.uk/. If you do decide to refer any matter to the Financial Ombudsman Service, your legal rights will not be affected.

We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

**Compensation arrangements** 

We are covered by the Financial Services Compensation Scheme. 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 is covered for 90% of the claim, without any upper limit.

For compulsory classes of insurance, insurance advising, and arranging is covered for 100% of the claim, also without any upper limit. The compensation scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on: -

0800 678 1100 or 020 7741 4100 or by visiting https://register.fca.org.uk/s/

Money laundering/Proceeds of crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Adequacy of insurance values

It is the responsibility of the policyholder to ensure that all sums insured, and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits, we cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable. Under-insurance in the event of a loss may lead to the claim not being met fully.

**Conflicts of interest/Customers best interests** 

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly, and professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to insurers and/or other parties.

Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation and the options available to you before we proceed.

**Insurer security** 

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

#### **Termination**

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary.

Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.