



INSURANCE BROKERS
11 Cheshire Street, Market Drayton,
Shropshire, TF9 1PD

Tel: 01630 658455
Email: insure@meadons.co.uk
www.meadons.co.uk

Gary McHolland-Pilcher
ADO Services CIC
126 Upper Wickham Lane
Welling
Kent
DA16 3DP

Policy Number
AFS/LS/00908/2020/

Contact
Tel:01630-658455

Reference
HOPX08CL02

Date
04/03/2022

Dear Mr McHolland-Pilcher,

Thank you for renewing your Combined Liability policy with Yutree, your cover is in force for 12 months with effect from 12/02/2022.

Confirmation of your Price is detailed below:

Premium:	£3,920.00	inc 12% IPT
Service Charge:	£65.00	
Underwriter Fee:	£75.00	
Buildings added :	£342.00	
TOTAL COST:	£4,402.00	

See overleaf for further details of your cover, including your Statement of Demands and Needs and your payment details.

Please take the time to read your enclosed documentation. We ask that you check these documents carefully to ensure that the details we hold for you are accurate and that adequate cover is in place.

Should you have any questions regarding your documentation, please contact us on Tel:01630-658455.

Yours sincerely,

Lesley Prior
Meadons Insurance

Combined Liability Policy

DUTY OF FAIR PRESENTATION

If you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business or profession), the business has a duty to make a fair presentation of the risk to the insurer. This entails disclosing to the insurer every material circumstance which you know or ought to know. You should conduct a reasonable search to ascertain all material facts within your organisation, making enquiries to senior management and other relevant individuals where necessary.

You must make accessible to us, members of your senior management (or the most appropriate persons) to provide accurate, complete and timely information to enable us to fulfil our obligations to make a fair presentation of your risk to insurers.

The disclosure should be made in a clear and accessible way.

This duty to make a fair presentation applies before your cover is placed, when it is renewed and any time that it is varied. Your policy wording may also provide that this duty continues for the duration of the policy.

A circumstance is material if it would influence an insurer's judgment in determining whether to accept the risk, or the terms of the insurance (including premium). If you are in any doubt whether a circumstance is material, we recommend that it should be disclosed.

Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In some circumstances an insurer will be entitled to void the policy from inception and in this event any claims under the policy would not be paid.

IMPORTANT DOCUMENTS



Please familiarise yourself with your policy booklet and the following documents as these contain details of terms and conditions you need to take. Failure to comply with these actions may affect a future claim being paid.

Your **Renewal Notice**, including details of any changes applicable to your policy from renewal

A **Statement of Demands and Needs** for each policy included in your quotation. These provide summaries of the information on which your quotations are based.

Our **Terms of Business**, please read this carefully as it sets out the terms and conditions on which we agree to act for you and contains details of our respective responsibilities.

Covid 19 Clause

Covid 19 has had a major effect on the insurance industry and many insurers, have now included a new clause or exclusion to clarify how your cover will respond in the event of any pandemic in the future. **Please refer to your policy documents for details of any clause and how it may affect you.**

In most instances the insurance companies have maintained that cover was not previously in force, but they are now moving to state unequivocally that your insurance will not cover any losses arising from a pandemic. **Should you have any queries or concerns please contact the branch.**

PAYMENT DETAILS

Your instalment agreement has been renewed with Premium credit, they will contact you with regards to your monthly Installments

CLAIMS PROCEDURE

Your policy document details all the claims conditions and we would recommend that you familiarise yourself with these. One of the conditions is the requirement to notify any losses promptly, as failure to do so may invalidate your policy. Certain claims e.g. theft, loss of money or malicious acts must be immediately reported to the Police and you will be provided with a Police incident reference.

When you become aware of an incident that might give rise to a claim, it is important that you either inform us as your broker or your insurer via their Claims Helpline Number as soon as practically possible.

SERVICE CHARGES

In addition to the premium charged by your insurer, we may make the following charges to cover the administration of your insurance. These charges are non-refundable

Product	Commercial Premium	Commercial Premium	Hire and Reward
	Under £5000	Over £5000	
New Business	£65	£110	£175
Renewal	£65	£110	£175
Midterm Change	£30	£30	£75
Cancellation	See Below*	See Below*	£100
Lost Documents	£10	£10	£10

*Commercial cancellation of a policy – we will retain the proportion of the refund that relates to commission earned (Minimum £50)

Policies voided or cancelled from inception by insurers will be treated as a cancellation and we will retain any fees before returning the net premium to you, if applicable.

In addition to the administration fees, a Broker Fee may be made for more complex risks to reflect the additional work required. The specific charge and purpose of any additional charges will always be advised to you in advance.

CONTACT US

Telephone: **Tel:01630-658455**
Website: **www.countyins.com**
Email: **insure@meadons.co.uk**

To renew, amend or discuss your policy, please contact the office and we will be happy to assist you.

STATEMENT OF DEMANDS & NEEDS prepared for Gary McHolland-Pilcher - Policy Reference HOPX08CL02

Based on our knowledge of your circumstances and the information provided by you, we have established that you are a Commercial Customer with a requirement for Combined Liability insurance.

This policy will meet the demands and needs of a business owner who requires insurance protection for all or any of the following core covers:

- Public Liability
- Products Liability
- Employers Liability

A combined liability policy may provide protection for other covers (in addition to the above) and will be tailored to only include the sections you have selected. Your Renewal Notice will confirm the full range of cover provided to you by this policy. Full policy wording is detailed in the Policy Document.

The risk details on which this personal recommendation is made is recorded in the attached:

- Statement of Fact
- Renewal Declaration
- Renewal Notice
- Policy Schedule
- Renewal Letter
- Summary of Cover

Please take a moment to ensure that all details we hold about you are correct. If any details are incorrect or you feel that the scope and/or levels of cover are inadequate, please contact us immediately. You have a duty to make a fair presentation of the risk to the Insurer. This entails disclosing to the Insurer every material circumstance which you know or ought to know after conducting a reasonable search. This duty exists before your cover is placed, when it is renewed and at any time it is varied. Failure to do so may affect your policy. Full information and possible consequences of failing to make a fair presentation are detailed in our Terms of Business attached.

DETAILS OF COVER

Key details of the cover, including any significant exclusions, terms and conditions, warranties or conditions are set out in the documents attached. It is very important that you read the full policy carefully and if you are unsure of or are unable to comply with any of the stated provisions, please contact us immediately.

In particular the following terms/warranties apply to your policy – please refer to your policy documentation for the full wording:

- Material Fact Statement
- General Policy Conditions

- Bushcraft and Open Fires Condition
- Equipment Condition
- Farm Attractions Condition

Please note the following covers are not insured under this policy:

- Genreal Policy Exclusions
- Equestrian Exclusion

HOW WE HAVE SOURCED YOUR POLICY

In obtaining a suitable policy for you we have opted to use a specialist scheme with .

OUR RECOMMENDATION

Your policy is currently placed with Yutree as based on your existing details the cover provided satisfies your demands and needs, they provide consistent levels of customer/claims service and the premium is competitive. Please note the underlying security for your policy is provided by Yutree.

In particular you asked us to consider:

- Bespoke Insurance Policy

Please note we have recommended the following cover(s) which you have chosen not to insure on this occasion:

- Not Applicable

Please note this policy does not meet all your requirements. In particular we have been unable to provide cover for:

- Not Applicable

Optional Additional Products - Combined Liability

Any Value Added Products you opted to insure last year are included in the Premium Summary on your covering letter. These covers are optional and you can choose not to take them. If you choose not to take them, this will not have any effect on your main policy however please be aware you may have less cover.

OUR EARNINGS

Full details of payment for our services can be found in our Terms of Business attached. You can ask us at any time for full details of the income earned by us in handling your insurance. In respect of this policy:

- We receive commission from the insurer which is a percentage of the annual premium
- When taking out a policy with us, we will charge you a service charge (as noted in your premium summary). We will also make a service charge when changes are made to your policy mid-term – full details of all charges can be found in our table of Service Charges

- If you pay your premium by monthly instalments we receive a payment from the finance provider for introducing you which is a percentage of the amount financed

OTHER INFORMATION

We attach our Terms of Business which provides important information on the following:

Your duty of disclosure and consequences of non-disclosure

How to make a claim

How to make a complaint

How we use your data

We may contact you by SMS, email, post and telephone for our legitimate marketing purposes in order to renew your policy and to let you know about other products and services.

If you would like to opt-out of receiving marketing correspondence of any kind, you can let us know at any time by writing to us, by calling us on 01270 506991 or email to dataprotection@countyins.com. We do not sell or pass on your details to any third parties for the purpose of marketing their own products or services.

TERMS OF BUSINESS

Accepting our Terms of Business

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you and contains details of our respective responsibilities. By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. This document will supersede any Terms of Business previously in force. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

References to “We” and “Us” means County Insurance Consultants Ltd and our trading names. References to “you” means the insured and/or their appointed agent.

The Financial Conduct Authority

County Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority with FCA Register number FRN 305560.

We are an Insurance Intermediary and our permitted business is arranging, advising, dealing as agent, making arrangements and assisting in the administration and performance of general insurance contracts and pure protection contracts. We are also authorised to undertake the following consumer credit activities: Credit Broking; Debt Administration; Debt Collecting. You can check this on the FCA’s register by visiting the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

Our Service

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

- (a) a personal recommendation to buy a policy (or policies), on the basis of a fair and personal analysis of the market
- (b) a personal recommendation to buy a policy (or policies) we select from one or more insurance undertakings (not on the basis of a fair and personal analysis of the market) in which case we will provide the names of those insurance undertakings
- (c) information only 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

We are not under a contractual obligation to conduct insurance distribution exclusively with any insurers.

Unless we tell you otherwise, we act on your behalf in sourcing and placing and administering your insurance and in the event of claims.

Where we act on behalf of the insurer under a delegated authority agreement whereby, we are able to quote or issue policy documentation or settle claims or handle complaints on their behalf we will let you know in writing.

If we use the services of another intermediary to place your insurance, we will advise you of the name of the intermediary we used and the name of the ultimate insurer.

Requests for cover or changes to your insurance are not effective until they are confirmed by us.

Conflicts of Interest

We are part of the Global Risk Partners Limited group (GRP Group) which comprises a number of insurance intermediaries. You can find details of these at www.grpgroup.co.uk. We may sometimes approach other GRP group companies to provide quotes and may recommend their products if they are assessed to meet your needs. We will tell you if this is the case. All GRP Group firms involved in a placement may be remunerated.

No firms within the GRP Group have any direct or indirect shareholdings in any insurers.

It is our aim to avoid any potential or actual conflicts of interest in our dealing with you, if a conflict does arise, we will advise you of this in writing. This agreement will not prevent us from acting for other clients who may be competitors of yours. In the event that we identify such a conflict of interest in our providing any services to you we will notify you as soon as reasonably practicable and where we are able to do so, agree how to continue to provide the services.

Nothing in this agreement overrides or discharges our duty to place your interests before all other considerations nor shall this agreement override any legal or regulatory requirements which may apply to us prevailing from time to time regarding your insurance or reinsurance business or the handling of claims.

Complaints

It is our policy to promote the highest standard of service for our clients. We endeavour to ensure that all complaints are resolved satisfactorily and in a timely manner. If you have a complaint about our services, you may contact the member of our staff with whom you normally deal. Alternatively, please contact us at the address below:

Alastair Christopherson, One Millennium Gate, Westmere Drive, Crewe, CW1 6AY
Tel: 01270 506980 Email: Complaints@countyins.com

You may make your complaint either orally or in writing. We will acknowledge receipt of your complaint promptly in writing and give you our response at the time, if we can. If following receipt of our final response or after eight weeks if we have not yet provided you with our final response, if you are an eligible complainant, you have the right to refer your complaint to the Financial Ombudsman Service (FOS) at Exchange Tower, London. E14 9SR Tel: 0800 023 4567. Further information is available on their website (www.financial-ombudsman.org.uk).

Who is an Eligible Complainant?

- Any private individual
- A micro-enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.
- A small business which has an annual turnover of less than €6.5 million and employs fewer than 50 employees or has a balance sheet total of less than €5 million
- A charity which has an annual income of less than €6.5 million
- A trustee of a trust which has a net asset value of less than €5 million
- An individual who has given a guarantee or security in respect of an obligation or liability of a small business

If your policy is placed with a Lloyd's Syndicate and you wish to ask Lloyd's to investigate your complaint you may do so by contacting: Complaints Team at Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN; complaints@lloyds.com; 020 7327 5693; www.lloyds.com/complaints

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. Insurance advising and arranging is covered by the FSCS for 100% of your claim if it relates to compulsory insurance. For other cases, it is covered for 90% of the claim, with no upper limit. The FSCS does not cover reinsurance, marine, aviation or transport business or credit insurance.

Further information about compensation scheme arrangements is available from the FSCS, via their website, www.fscs.org.uk or calling them on 0800 678 1100.

Our Remuneration

Payment for our services is by way of any one or a combination of the following:

- Commission from the insurer which is expressed as a percentage of the annual premium you pay. Commission will be taken by us on receipt of cleared funds from you or when the insurer has received the cleared funds from us depending on the arrangement in place with each insurer.
- An administration fee when taking out a policy with us, on mid-term adjustments and policy cancellations. Where we charge administration fees full details will be advised to you prior to inception of your policy.
- Other fees in place of, or in addition to, the commission we earn from insurers. We will advise you of any such fees before you take the policy out or before any mid-term adjustments.

Additionally, we also receive remuneration in certain circumstances as set out below:

- The GRP Group may receive a payment from certain insurers based on performance across all firms in the GRP Group. We may receive a proportion of any such payment
- The GRP Group may sometimes be paid Fees for Services. This is a payment made by an insurer in return for the provision of services over and above those covered by the commission paid.
- The GRP Group may sometimes be paid Insurance Service Brokerage (ISB). This is a payment made by an insurer in return for the provision of services to support the development and administration of the insurer's insurance business where no commission is paid.

- Where you pay your premiums by monthly instalments we receive a payment from the finance provider for introducing you, which is usually a percentage of the amount financed. Whilst we may recommend a provider to you, you remain free to make your own choice of premium finance provider.
- Where you purchase non-insurance products from us we may earn a fee from the supplier which is usually a percentage of the purchase price.
- Where you agree to utilise the services of a third party provider (e.g. replacement vehicle) we may earn a fee from that provider

You can ask us at any time for full details of the income earned by us in handling your insurance.

Credit Searches

Credit searches may be undertaken in connection with the provision of your insurance for example by Insurers when providing a quote and premium finance providers when seeking payment via direct debit. Any such credit search will appear on your credit report whether or not you take out or renew a contract with them.

Handling Money – Non-Statutory Trust

Client money is money of any currency that we receive and hold on behalf of our clients in the course of carrying on business as an insurance intermediary, or money that we treat as client money in accordance with the FCA Client Money Rules. We may also hold premiums, premium refunds and claims as agent of the insurance undertaking, in which case any money received by us is deemed to have been received by the insurance undertaking.

We hold client money in either a non-statutory trust account or in permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into the non-statutory trust account. Where we hold money in permitted designated investments we will be responsible for meeting any shortfall in our client money resource attributable to falls in the market value of the designated investments. We will retain any interest and investment income earned on the client money we hold. We may extend credit to other customers using client money from this account. We will take any commission owed to us upon receipt of the premium.

We may transfer client money to another person, such as another broker or settlement agent for the purpose of effecting a transaction on your behalf through that person. If the third party is outside the UK, the legal and regulatory regime may differ and you may notify us if you do want your money passed to person in a particular territory. We may also as part of a transfer of business or other group reorganisation transfer client money to another broker in the GRP Group to ensure the most appropriate arrangements for your client money. We will only make such a transfer where the other company in the GRP Group has an equally robust client money environment. At the point of transfer of the client money environment, the fiduciary duties relating to client money will also pass to the other company in the GRP group. By paying your premiums you are agreeing to us holding client money in the above manner.

Payment of Premiums

You must pay your premiums on or prior to inception of the policy or within the timescale specified in the debit note we send you. Failure to pay premiums by the date specified may lead to cancellation of your insurances by insurers. In addition, where a premium payment warranty applies failure to pay the premiums in accordance with the warranty will result in the automatic suspension of your policies until payment is made even if the insurer chooses not to issue notice of cancellation of your insurances. The insurer will not be liable for any loss suffered during any period of suspension.

You may be able to spread your payment using a premium finance scheme through the relevant insurer or we can introduce you to a third party premium finance provider. Please note that credit is subject to status and is not guaranteed. A variable charge may apply for this and details will be provided before you make a decision to proceed with cover. You should refer to your credit agreement for full conditions, charges and consequences of default.

We will always contact you in good time before renewal to provide renewal terms. It is important that if you do not wish to renew that you inform us as soon as possible, When the payment for the contract you have undertaken is by instalments (e.g. by direct debit), some policies may be renewed automatically if you have not contacted us to confirm that you no longer require such insurance.

Market Security

We check the financial strength ratings of the insurers with whom we place your business using specialist rating agencies. We do not assess or guarantee the solvency of any insurer at any time during the contract period. If an insurer who has granted risk transfer to us becomes insolvent, any related premiums we hold for that insurer are deemed to have been paid to them and will not be returnable to you. In the event of any insurer's insolvency you may still have a liability to pay the premium. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from a participating insurer who becomes insolvent or delays settlement. You will also additionally have the responsibility for payment of premiums if you require replacement security.

Financial Crime

We may ask you for evidence of your identity at the start of our business relationship. In the absence of such evidence, we may be unable to act for you. This is to help us to meet our obligations under anti- money laundering regulations. We observe sanctions legislation in the territories in which we operate. We will use information about you and others named on your policy to check information against UK and other sanction lists. We comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice or conduct which would constitute an offence.

Your Responsibilities

It is your responsibility to ensure that any proposal forms or any other applications that we complete on your behalf are accurate and complete. You must also review confirmation of cover/policy documents supplied by us to you to ensure that they accurately reflect your requirements. If we have provided your documents electronically you can ask us for a paper copy. Particular attention should be paid to policy conditions, claims conditions and/or warranties (if applicable) as failure to comply may reduce or invalidate your cover. Should there be any discrepancies, you must notify us immediately.

It is your responsibility 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.

Duty of Disclosure - Consumers

If you are a consumer insured (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you have a duty to take reasonable care to answer the insurer's questions fully and accurately and to ensure that any information that you volunteer is not misleading.

This duty exists before your cover is placed, when it is renewed and any time that it is varied, and your policy wording may provide that it continues for the duration of the policy. If you do not do this, your insurer may be able to impose different terms on your cover, may charge you a higher premium or, in some circumstances, may be able to avoid your policy from inception and any claims under it would not be paid.

Fair Presentation – Commercial Customers

If you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business or profession) the business has a duty to make a fair presentation of the risk to the insurer. This entails disclosing to the insurer every material circumstance which you know or ought to know. You should conduct a reasonable search to ascertain all material facts within your organisation, making enquiries of senior management and other relevant individuals where necessary.

You must make accessible to us members of your senior management (or the most appropriate persons) to provide accurate, complete and timely information to enable us to fulfil our obligations to make a fair presentation of your risk to insurers.

The disclosure should be made in a clear and accessible way.

This duty to make a fair presentation applies before your cover is placed, when it is renewed and any time that it is varied. Your policy wording may also provide that this duty continues for the duration of the policy.

A circumstance is material if it would influence an insurer's judgment in determining whether to accept the risk, or the terms of the insurance (including premium). If you are in any doubt whether a circumstance is material we recommend that it should be disclosed.

Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In some circumstances an insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

Failure to Disclose a Material Fact

Insurers have differing remedies depending upon the nature of the non-disclosure and what would have happened had you fairly presented the risk:

Deliberate or reckless presentation of the risk: Insurers are entitled to avoid the policy and retain all premiums

Failure to present the risk fairly but this was not deliberate or reckless: This depends on how the insurers would have dealt with the policy had the risk been fairly presented. If they can demonstrate that they would have not provided the policy they are entitled to avoid the policy and no claims would be payable. You would be entitled to a refund of the

premium. If insurers would have provided the policy but on different terms, those terms will be applied to the policy from inception. If insurers would have provided the policy and charged an increased premium, claim settlements could be reduced by the proportion of the increased premium.

Warranties and Conditions Precedent

A warranty is a term in an insurance contract which must be strictly complied with. In the event that a warranty is breached, the insurer's liability may be suspended until the breach is rectified. Cover is reinstated once the breach is rectified, however, insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension.

Where a warranty or other term has been breached insurers may still be liable to pay claims occurring during the breach period, provided the insured can prove that the breach did not increase the risk of the loss which actually occurred and the provision breached does not define the risk as a whole.

Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of the policy or to the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the Insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'conditions precedent'.

It is very important that you read the full policy carefully and, if you are unsure of, or are unable to comply with, any provisions, please contact us immediately.

Fraud

Insurers will be entitled to terminate the policy from the date of the fraudulent claim or act, but must still cover claims arising from incidents occurring before the fraudulent act

Contracting Out

Insurers may contract out of certain clauses of the Insurance Act 2015 (other than basis of contract clauses). We will advise you where they have contracted out of any clauses.

Use of Personal Data

We are committed to protecting your personal information. We will use personal information about you fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in our Privacy Notice at www.countyins.com which specifies the information we may collect on you and from whom, how and why we use this information, how we may share (including with other companies in the GRP group) and disclose the information and the retention of your data. In some instances, we may need to seek your consent before processing such data. We will always make it clear to you when and why we are seeking your consent. A hard copy of the Privacy Notice is available on request.

If you already hold a policy with us and have not chosen to opt out of e-marketing then you will be on our e-marketing list. You can choose to opt out at any time by contacting us to update your marketing preferences. Additionally, any e-marketing that you receive from us will include a clear opt out option.

You have a number of rights (including the right of access to see personal information about you that is held in our records) and these are detailed in the Privacy Policy, but for any questions or concerns relating to the Privacy Policy or our data protection practices, or to make a subject access request, please contact us at: County Insurance Consultants Ltd – Company Secretary, 7th Floor, 55 Mark Lane, London EC3R 7NE.

We are registered with the Information Commissioner's Office (ICO) – you can check this at www.ico.org.uk.

Instructions to incept or renew a policy can only be taken for the policyholder. If you wish to nominate someone to give instructions on your behalf in respect of mid-term adjustments to an existing policy – we require prior notice in writing.

For security, training and audit purposes calls to and from our offices may be recorded.

Cancellation/Transfer of Policies

We will advise you whether you have the right to cancel the policy and the conditions for exercising these rights prior to conclusion of any insurance policy. Full details of cancellation right, notice periods and premium implications can be found in your policy document. Notice of cancellation of any statutory cover for which a certificate has been delivered must be in accordance with the conditions stated in your policy document.

Where a policy is declared void by the insurer or cancelled, other than during any cooling off period, we will retain any fees and commission for the full policy period. Additionally, we reserve the right to recover any discounts allowed by us during the term of your policy after cancellation.

Should you transfer your policy to the control of another broker during the currency of the policy, we will retain and/or be entitled to demand any commission and/or fees charged/chargeable for the full policy period.

Claims

In the event of an incident occurring which could give rise to a claim under your policy, you should notify us as soon as possible in accordance with your policy conditions. Failure to do so could prejudice your insurer's position and lead to the claim being repudiated or not paid in full. When we receive notification of an incident that could give rise to a claim, we will respond promptly, explain how we will handle your claim and tell you what you need to do. We will give you reasonable guidance to help you make a claim under your policy.

We reserve the right to charge a fee for our services if you cease to be our client but wish us to handle claims on your behalf and we agree to do so.

You should be aware that insurers exchange information through various databases to help check the information provided and prevent fraudulent claims, in particular, the Motor Insurers' Bureau (MIB) which hosts the Claims Underwriting Exchange (CUE) and the Motor Insurance Anti- Fraud and Theft Register (MIAFTR). CUE holds records on claims, whereas MIAFTR holds records on vehicles that have been written off.

Our Liability to you

Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurances as acceptance of the limitation of our liability to you, and/or to any other person with an interest in your insurances. Our entire liability in contract, tort (including without limitation negligence) or otherwise will be strictly limited to £10million in respect of all aggregated claims brought by you in respect of the services provided by us, save that the following is wholly excluded:

- loss of profits;
- loss of sale or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of use or corruption of software, data or information;
- loss of or damage to goodwill; and/or
- indirect or consequential loss.

Our limit of liability detailed above relates to all and any claims brought against us, save for those claims made related to the following:

- resulting from our breach of the FCA's rules; or
- resulting from our fraudulent acts or any of our acts which are deliberately contrary to our agreement with you; or
- in relation to any liability for death or personal injury resulting from our negligence; or
- in relation to any liability which cannot lawfully be excluded or limited

Governing law and language

The relationship between us as broker and you as customer is governed by English law. If there is a dispute which cannot be resolved under our complaint's procedure, it will only be dealt with in the courts of England and Wales.

These terms of business are supplied only in the English language and all communications for the duration of our appointment will be in the English language unless, if you are a customer in a European Economic Area state other than the United Kingdom, you require otherwise.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected

Rights of third parties

No provision of these Terms of Business will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than you or us.

Termination of the Agreement

This agreement may be terminated at any time by mutual consent or by the other party giving 14 days' notice in writing.