

Miss Sinead Burrows
Saltash Town Council
The Guildhall
12 Lower Fore Street
SALTASH
Cornwall
PL12 6JX

Our Ref: 19579972
2nd November 2022

Dear Miss Burrows,

Commercial Combined 2022 Renewal

I am writing to you in connection with your above policy with Everard Insurance Brokers Ltd which falls due for renewal on 14th December 2022. I am pleased to offer you the following terms for the period of cover from 14th December 2022 to 13th December 2023:

Premium £2,108.00 including Insurance Premium Tax (IPT), fees from Everard Insurance Brokers Ltd and our administration fee.

Your Needs

From our knowledge of your circumstances and the information provided by you, it has been established that you have a requirement for the following cover.

A Combined policy designed to provide cover for the general insurance needs of a business. Cover may include a combination of material damage to property i.e. buildings, contents and stock, plus business interruption, money, goods in transit, personal accident, professional indemnity, legal expenses, products liability and legal liabilities to the public and employees

Insurance designed to provide cover in respect of the main insurable risks faced by the business including

- Loss or damage to the business assets
- Liabilities to others as a result of the business activities
- The effects of loss or claims to the business

With terms which reflect the business's ability to absorb or transfer these risks.

Insurance with Insurers who are financially stable or strong.

Based on the information provided in:

- Our previous telephone conversation(s)



Broker at LLOYDS



James Hallam Council Guard
Spargo House, 10 Budshead Way, Plymouth PL6 5FE
Web: www.jameshallam.co.uk
Tel: 01752 670440 | **Fax:** 01752 229125

Registered in England Company No. 1632840
Registered office: 156 South Street, Dorking, Surrey RH4 2HF
James Hallam Council Guard is a trading name of James Hallam Limited
James Hallam Limited is authorised and regulated by the Financial Conduct Authority
Registration number 134435

- Subsequent correspondence.

and nothing has changed since our last communication.

Our Advice

We are providing advice to you in relation to the suitability of our recommendation to meet your needs.

The Capacity in which we act

In order to meet regulatory obligations, we are required to provide details to ALL clients of the capacity in which we are acting during three key stages of the insurance cycle

In respect of this contract:-

- In sourcing a suitable policy for you – We are acting as your agent
- When placing cover – We will be acting as your agent
- In the event of a claim – We will be acting as your agent

Our Recommendation and Market Selection

Based on this information and on our knowledge of the market, we recommended renewal with your current Insurer Everard Insurance Brokers Ltd as:

We are providing a Personal Recommendation in relation to the suitability of this product to meet your needs.

Insurer Selection

Following a review of your requirements and based upon our knowledge of insurance markets we have not sought alternatives and have only considered your current insurer.

We believe that the terms presented provide a scope of cover and premium that is appropriate to satisfy your insurance requirements having taken into account the specific nature of your own risk profile.

The credit rating for the Lloyd's Market from Standard and Poor's is 'A+'

Standard and Poor's Ratings

Standard & Poor's Insurer Financial Strength Rating guideline is an opinion of the financial security characteristics of an insurance organisation with respect to its ability to pay under its insurance policies in accordance with their terms. The classifications are:

AAA	Extremely Strong
AA	Very Strong
A	Strong
BBB	Adequate

A + or - reflects the respective standing in the rating shown - we try to use only those Insurers with an "A" rating or higher. Additional information is available on Standard and Poor's website www.standardandpoors.com

Whilst we make every endeavour to use Insurers who are financially sound, you will appreciate that we cannot guarantee or otherwise warrant the solvency of any Insurer. If for some reason a prospective insurer does not meet our criteria, we will inform you and seek your specific approval before we place insurance with that insurer.

The cost of cover at the start of last year and what the cost would have been for the cover required at the end of the year, at last year's rates, are also shown for comparison.

	Cover at Start of Last Year (GBP)	2022 Renewal Quote (GBP)
Premium	1,837.50	1,837.50
Insurance Premium Tax	220.50	220.50
Admin Fee	25.00	25.00
Insurer Fee	25.00	25.00
Total (GBP)	2,108.00	2,108.00

In addition, we are unable to provide you with the following cover:

None.

The risk details on which our recommendation is based are shown on the enclosed renewal notice and policy summary we believe these meet all the requirements we have identified, unless otherwise stated. It is important that you review the risk details to ensure that your requirements are accurately reflected. The main terms and conditions of the covers are outlined in these documents but for full details please always refer to the actual policy document.

Please be aware that covers have been based on last year's details unless revised figures have been provided. If any of the information is inaccurate or you feel that the levels of cover need updating, please let us know immediately as a further review may then be required to establish the correct recommendation for your insurance needs.

Significant warranties, conditions, exclusions and subjectivities

We draw your attention to:

Exclusion:

Coronavirus Exclusion –

Applicable to the 'Marine Trades' wording, note this is not applicable to 'Employers Liability'.

This Insurance does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

5. Cyber Exclusion (TOTAL)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss.
2. If the Underwriters allege that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
3. This exclusion does not apply to a claim that would otherwise be covered under the Employers' Liability section of this Policy. This cover

is limited to the first £5,000,000 of any one claim or series of claims arising out of any one occurrence (inclusive of defence costs).

Definitions

For the purposes of this Exclusion:

1. "Cyber Loss" means all actual or alleged Injury or Damage or any other injury or damage of any kind, or any loss, liability, compensation, or statutory fine or penalty or any other cost or expense whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.

2. "Cyber Incident" means:

2.1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or

2.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or

2.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.

3. "Computer System" means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

6. Offshore Exclusion

This Insurance excludes all liability in respect of any claim arising out of offshore activities as defined herein.

Conditions
Precedent:

Conditions:

- Satisfactory survey and all risk improvements required by Underwriters being carried out within the time specified - Failure to comply with the survey requirements will entitle the Novae Underwriter to review their terms which could include modifying the premium, exercising their right to cancel the policy or applying other additional terms and conditions.
- Warranted terms of trade used/adopted (*i.e. you will continue to use your pontoon mooring agreement - a copy of which has been supplied to the insurer*)
- Warranted any moorings are professional laid, maintained and inspected at least annually (*the insurer has agreed that the annual inspections can be carried out visually by yourselves*)
- Liability premiums are minimum & deposit basis (*i.e. non-refundable*)
- No return premium will be given in respect of this section following annual declaration
- Excludes liability in respect of USA/Canada
- All terms, clauses and conditions as per full policy wording
- Subject to annual maintenance programme being in place

Flammable Liquids and Liquid Petroleum Gas Regulations

You warrant to us that you will comply with the Highly Flammable Liquids and Liquid Petroleum Gases Regulations 1972 or any amendments, modifications or re-enactment of them.

Fire Extinguishing Appliance – 12 monthly maintenance

You warrant to us that all fire extinguishing appliances situated at the Premises shall be professionally inspected and maintained annually.

Waste and Cloth Warranty

You warrant to us that:

- a) All oily and/or dirty waste and/or oily and/or grease cloths will be kept outside of working hours in metal receptacles which have metal lids which shall be closed; and
- b) Any other trade refuse will be collected or swept up and bagged daily and removed from the premises at least weekly and not allowed to accumulate.

Electrical Circuit Warranty

You warrant to us that:

- a)
 - i) All electrical circuits will be tested within 30 days of the commencement of the warranty; or
 - ii) You have any existing certificate of a test carried out not more than 3 years prior to the commencement of the warranty; and
 - iii) All electrical circuits will be tested at least once in every 3 years from the date of the last test by a properly qualified electrical engineers; and
- b) Any defects found during such testing will be remedied or any recommendation made will be carried out immediately in accordance with the requirements and regulations of the Institute of Electrical Engineers; and
- c) You will have obtained a certificate confirming the appropriate works have been undertaken; and
- d) You will make such certificate available to us on our request

1. Claims Procedure

- a) You must give notice to Us in writing at The Claims Department, AXIS Managing Agency Ltd, 21 Lombard Street, London EC3V 9AH or via email to claims@axiscapital.com of any Injury or Damage or circumstances, Occurrence, claim or proceedings that may be subject to indemnity under this Policy as soon as reasonably possible and in any event no later than 14 days after You or Your representative has knowledge of any such event.
- b) You must, without delay, send Us unanswered every letter, court order, summons or other legal document received.
- c) You must not admit liability for or negotiate the settlement of any claim without Our prior written consent.
- d) We will be entitled to conduct, in Your name, the defence or settlement of any claim or to prosecute, for Our own benefit, any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim.
- e) You must give all such information and assistance as We may require.

3. Reasonable Care

It is a condition precedent to any liability of the Insurers to make any payment under this Policy that the Insured will:

- a) at their own expense, take all reasonable precautions to prevent Injury, Loss or Damage to Property Insured and third party property

and the sale or supply of Products which are defective in any way, and cease any activity which may give rise to liability under this Policy;

- b) exercise care in the selection and supervision of Persons Employed;
- c) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime, take additional precautions as the circumstances require;
- d) comply with all statutory requirements and other safety regulations imposed by any government or regulatory authority; and
- e) maintain the Premises, plant and everything used in the Business in a good state of repair.

4. Bona Fide Sub-Contractors

It is a condition precedent to the liability of the Insurers that all Bona Fide Sub-Contractors engaged by the Insured have, in full force and effect throughout the duration of their contract with the Insured, insurances as follows:

- a) Employers' Liability insurance in respect of their liability at law for Injury to any person in the employment of the sub-contractor, including any labour master or labour-only sub-contractor or person supplied or employed by them.
- b) Public/Products Liability insurance in respect of their liability at law for Injury or Loss or Damage with a Limit of Indemnity of at least GBP **2,000,000** any one Occurrence or series of Occurrences arising out of one original cause.
- c) Marine Liability Insurance in respect of their liability at law for Loss or Damage to vessels and other third party property in their care, custody and control, with a limit of indemnity of at least GBP **1,000,000** any one Occurrence or series of Occurrences arising out of one original cause.

It is a further condition precedent to the liability of the Insurers that:

- a) Such insurances contain an "Indemnity to Principals" clause.
- b) The Insured must obtain and retain a copy of written evidence of such insurances.

5. Burning and Welding

It is a condition precedent to the liability of the Insurers that the following precautions are adhered to on each occasion where the Insured or persons acting on behalf of the Insured are using any oxyacetylene or electric welding or cutting plant or any blow torch:

- a) The immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made of metal and/or fire-retardant material.
- b) The whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence.
- c) Combustible floors/substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material.
- d) Where work is being carried out in any enclosed area an additional employee of the Insured or an employee of the occupier shall be present at all times to guard against an outbreak of fire.
- e) No work shall be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements.
- f) Before commencement of work the Insured must complete appropriate written Method Statements and Risk Assessments which must be retained and produced to Insurers in the event of a claim.
- g) The following must be kept available for immediate use near the scene of operations:
 - i) suitable fire extinguishers; and/or
 - ii) hoses connected up in readiness for immediate use and tested prior

to the commencement of the work.

h) A thorough examination must be made in the vicinity of the work approximately one hour after the termination of each operation. In the event that is not practicable for such examination to be carried out by the Insured's own employee then appropriate arrangements must be made with the occupier.

i) Before "burning off" metal work built into or projecting through walls or partitions, an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat.

Furthermore, where the Insured or persons acting on behalf of the Insured burns debris away from their Premises, it is a condition precedent to the liability of the Insurers that the following precautions are taken on each occasion:

i) fires to be in a cleared area and at a distance of at least ten yards from any property;

ii) fire not to be left unattended at any time;

iii) a suitable fire extinguisher to be kept available for immediate use; and

iv) fires to be extinguished at least one hour prior to leaving site at the end of each working day.

10. Protections

(Not applicable to Section D – Liability)

It is a condition precedent to the liability of the Insurers that:

a) all protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by the Insurers are in full operation, securing the Premises whenever the Premises are closed for Business or left unattended;

b) any keys for the Premises and/or Intruder Alarm Installation and/or safes and/or strongrooms and/or any other secured area or device in which Property Insured is kept must be removed from the Premises whenever the Premises are closed for Business or left unattended;

c) the Insured must at all times restrict awareness of codes for the operation of the Intruder Alarm Installation to authorised persons and no details of the same should be left on the Premises.

Your duty of Fair Presentation

Under the Insurance Act 2015 (which applies to all policies incepted, renewed or altered after 12th August 2016) you have a Duty of 'Fair Presentation'

You must: -

- Disclose all 'material circumstances' which you know or ought to know or, failing that,
- Provide sufficient information to put the underwriter on notice to ask further questions.

In providing a Fair Presentation you are deemed to know what your senior management knows, what the people arranging the insurance know and ought to know what would reasonably have been revealed by a reasonable search. There is no longer an exemption from providing information about matters which are subject to a warranty (including any breaches) which should now form part of the fair presentation.

You do not have to disclose information if the insurer knows it, ought to know it or is presumed to know it. The insurer knows what is actually known to its underwriter or their agent. The insurer is presumed to know what underwriters writing that class of business should know

FAILURE TO COMPLY MAY ENTITLE THE INSURER TO AVOID THE POLICY, IMPOSE ADDITIONAL TERMS OR REDUCE CLAIMS PAYMENTS

Warranties and Risk Mitigation Terms

The provisions in the Insurance Act relating to warranties apply to you. The Act does not introduce a new definition of 'warranty' however:

- Any term which seeks to make information provided when the policy was purchased into an insurance warranty will have no effect.
- Warranties have become a suspensive condition. Cover is suspended whilst you are in breach but will be restored once the breach is remedied.
- Warranties and similar terms which seek to mitigate risk will not be effective if you can show that non-compliance "would not have increased the risk of the loss which actually occurred in the circumstance in which it occurred"

Making a Claim

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 claim, it is important that you either inform us as your brokers, or your insurers via their Claims Helpline Number as soon as practically possible.

Terms of Business

Our terms of business are attached for your information which confirms amongst other matters our authorisation and regulatory status with the Financial Conduct Authority.

Additional Covers Included

None.

Renewing Cover

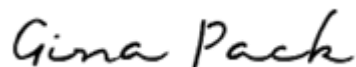
To proceed with this renewal please confirm your instructions to us in writing prior to 14th December 2022 please note that no cover will attach until such time as we receive your instructions and confirm to you that the insurance is in place.

Payment Options

You currently pay by BACS/cheque and upon receipt of your instructions to renew the policy we will send you an invoice which will include full details of how to pay by this method.

Many thanks for asking us to look after your business and we look forward to receiving your instructions to continue to do so in due course.

Yours sincerely,



Gina Pack Cert CII
Client Advisor Team Leader
Tel: 01752 675490
E-Mail: gina.pack@jameshallam.co.uk

Quote

Everard Insurance Brokers Ltd - Commercial Combined	
Premium excl. IPT:	(GBP) 1,837.50
IPT:	220.50
Fees:	25.00
Total Amount:	2,083.00
Quote Breakdown - Sums Insured	
Section	Sum Insured (GBP)
Material Damage - Pontoon moorings at Saltash Waterfront, Saltash, PL12 6JX	
Buildings - Pontoon moorings	250,000
Public Liability	10,000,000
Max annual Turnover	50,000

Terms of Business – Commercial Customers

This agreement is intended for 'Commercial' customers rather than 'Consumers' (retail customers); Commercial customers are those that are – to any extent – acting within their trade, business or profession. If you are not a Commercial customer, ask us for our Consumer Terms of Business Agreement.

Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully and in particular, we would like to draw your attention to the 'Duty of Fair Presentation', the 'Processing of your Personal Data' and the 'Client and Insurer Money' sections. By asking us to quote for, arrange or handle your insurances, you are deemed to be providing your informed agreement to these Terms of Business. If you do not agree to any part of the information, please write to us.

This agreement will supersede any previous version of our Terms of Business

Who regulates us?

James Hallam Insurance Brokers and Taste of the West Insurance Services are trading names of James Hallam Limited who are authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 134435. Our details may be confirmed on the Financial Services Register at <https://www.fca.org.uk/firms/financial-services-register> or by calling 0800 111 6768.

Our permitted business is introducing, advising, arranging, dealing as agent, and assisting in the administration and performance of general insurance contracts, and credit broking in relation to insurance instalment facilities.

Our Service

We act as an intermediary, not an insurer.

We are committed to providing you with a quality service. We only select from insurance products in which we have confidence to meet the needs of our clients.

As a broker, we will usually act on your behalf when arranging your insurances, when helping you make changes to your policy when you renew your insurance or when you make a claim. If there are any circumstances when we act as an agent of the insurer (e.g., in binding the insurer to contract or in handling or settling claims) we will let you know before your insurance arrangements are concluded.

Under risk transfer, we also act on behalf of insurers when collecting premiums and handling refunds due to clients as well as the transfer of claims monies. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

If you mislay your policy at any time, we will arrange a replacement policy document, if you request it.

As your agent and unless we hear from you otherwise:

We will assist in arrangement and administration of your insurances (and on-going changes) including agreeing the terms and conditions of your insurance policy with insurers consistent with your instructions.

Upon receipt of your instruction we will place, amend or renew insurance cover on your behalf with insurers.

We will advise you of any inability to place your insurance.

We will assist you if you need to make a claim, or where we outsource claims handling facilities to give you an enhanced service.

You should not rely on any insurance policy you have instructed us to place on cover until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in place

Scope of Our Recommendations

We will ask questions to enable us to assess reasonably your insurance requirements; this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties. Unless stated otherwise we will make a personal recommendation to you based upon our assessment of your needs and our experience of dealing with similar risks. This may or may not be on the basis of a fair and personal analysis of the market (see below). The recommendation will include a summary of our assessment together with type of policy and cover proposed and the associated cost.

We will undertake to provide you with details of the main features of the product and services, which we will offer.

Where we are making a personal recommendation based on a fair and personal analysis of the market, this will involve an assessment of a sufficient number of contracts, their product features, the premium and the service provided by the insurer.

We are not under a contractual obligation to do so, but on occasion, we may only offer the products from a single insurer or from a panel of insurers at which time we will provide you with a list of the insurers concerned prior to the conclusion of your insurance arrangements.

If we propose using another intermediary to help to place your business, we will also advise you accordingly.

Where we confirm that we are not providing a personal recommendation we will simply provide you with information (with no advice) to enable you to make an informed decision on how you wish to proceed.

Law and Jurisdiction

These Terms of Business shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

Unless your policy confirms otherwise, the rights under your policy may only be pursued in an English court.

If you are domiciled in a country other than the UK, the law or regulations in your country of domicile may take precedence over any relevant UK legislation. Therefore, references in this document to the FCA or Financial Ombudsman Service (FOS) and any rights or benefits there under may not apply.

Limitation and Exclusion of Liability

Unless we have otherwise agreed with you in writing our liability to you (whether in contract or tort including negligence) will in all circumstances be limited to £10,000,000 per claim.

Notwithstanding the preceding paragraph we shall not be liable to you under any circumstance for any loss of profit indirect loss or consequential loss whatsoever.

This exclusion and limitation will not apply in respect of our liability:

- i) arising from any fraudulent act or
- ii) for death or personal injury arising from our negligence or
- iii) from any duty or obligation owed to you under any statutory or regulatory stipulation.

Your Duty of Fair Presentation Under the Insurance Act 2015

You have a Duty of 'Fair Presentation' under which you must:

- Disclose all "material circumstances" which you know or ought to know or, failing that,
- Provide sufficient information to put the underwriter on notice to ask further questions.

In providing a Fair Presentation you are deemed to know what your senior management knows, what the people arranging the insurance know and ought to know what would reasonably have been revealed by a reasonable search. There is no longer an exemption from providing information about matters which are subject to a warranty (including any breaches) which should now form part of the fair presentation

You do not have to disclose information if the insurer knows it, ought to know it or is presumed to know it. The insurer knows what is actually known to its underwriter or their agent. The insurer is presumed to know what underwriters writing that class of business should know.

All statements and information disclosed verbally and on proposal forms, statements of fact, claim forms, declarations and other documents should be full, true and accurate. Where forms are completed or partially completed on your behalf you should check them for accuracy before signing. If you are in any doubt as to whether a fact is material, you should disclose it.

FAILURE TO COMPLY MAY ENTITLE THE INSURER TO AVOID THE POLICY, IMPOSE ADDITIONAL TERMS OR REDUCE CLAIMS PAYMENTS.

Notification of Changes and Alterations

Please notify us immediately in the event of any change in your circumstances which are detailed in your proposal form or statement of fact.

We would also refer you to the section titled **Your Duty of Fair Presentation** which details your duty to provide complete and accurate up to date information to your insurers at all times.

Amendments to policies after inception may be arranged upon receipt of your instructions with full details. Cover is subject to acceptance by insurers and the payment of any additional premium required, if applicable.

Renewals

Renewals are invited on the basis that there have been no changes to your circumstances or the risk other than those specifically notified to your insurers and for which you have received an acknowledgement and revised documentation. Please see section headed **Notification of Changes and Alterations** which also outlines your duties of care with regards to Disclosure and Fair Presentation.

Insurer Security

Insurers are subject to FCA regulation and are required to have adequate capital resources. We carry out regular checks on all insurance markets used but cannot guarantee the solvency of any individual insurer. Your liability for

the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent. An insolvent insurer may also be unable to meet a proportion or all of any claim made. Consequently, we recommend wherever possible insuring with those firms with higher credit ratings which satisfy our requirements. Should you be concerned or require any further information regarding your insurer then we will discuss this with you on request.

Quotations

Quotations are valid until the date cover commences up to a maximum of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

Documentation

Documentation including your policy schedule and certificate (if applicable) will be issued to you in a timely manner. It is your responsibility to read all documentation upon receipt to ensure that all details are correct and that the cover provided meets with your requirements.

We will arrange cover according to your instructions but only you can identify if it does not meet your intentions.

Any query regarding the accuracy of the information shown or any uncertainty over the content should be raised with us immediately.

Incorrect information may invalidate your policy cover completely or mean that in the event of a claim all or part of it may not be paid.

Payment of Premium

We must receive your payment, unless it is made by you directly to the insurer, by cheque, credit or debit card, or be in receipt of a completed Direct Debit Mandate (with deposit if required) drawn on a bank or building society or UK financial institution account in the policyholder's name and before cover commences unless we agree otherwise in writing.

We do not accept payment by cash or postal order but a bankers' draft or building society cheque is acceptable if it shows the policyholder's name as account holder.

We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover, or any other prejudicial steps taken as a result of late or non-payment substantially attributable to you. If we decide to retain certain documents whilst awaiting full payment of premium, fees or administration charges we shall provide details of your insurance cover and any information or documents required by law.

We shall be entitled (but not obliged) without providing notice to you to set off any amounts due to us from you, against any amounts which we may receive on your behalf (i.e. claims moneys, refunded premiums and other sums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the cancellation or lapsing of your policy. You will also be responsible for any collection costs, legal fees and court costs we may incur in recovering debts from you.

Transferred Business

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged by another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise, we shall review your insurance arrangements and provide advice accordingly, as each policy falls due for renewal.

Cancellation

You may cancel your policy at any time.

On receipt of your request, we may require you to confirm your instructions in writing and also return the policy document.

You may be entitled to a refund of premium where no claims have been made and or where a minimum and deposit premium has not been charged.

Please refer to your policy documents for full details of the cancellation terms

Ending your Relationship with Us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

If our authority to act in connection with your insurance arrangements is terminated (by you or us), you will remain liable to pay for any premium or fee for any transaction concluded prior to the termination. Any transaction in progress at the time of termination will be completed unless we receive written instructions to the contrary.

You will also be liable for the payment of any premium or fee, which may become due upon completion of any pending transaction.

We also reserve the right to cancel this agreement at any time. In any event, we will provide you with at least 7 days' notice in this regard to enable you to make alternative arrangements. Valid reasons may include non-payment of premium or fees, failure to provide requested documentation or information, deliberate failure to comply with terms set out within this Agreement or insurer's documentation, or deliberate misrepresentation or non-disclosure or attempted fraud. We will notify you of any such termination in writing together with an explanation for our decision if appropriate.

Claims

We will assist you with advice when you make a claim under your policy, but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms will risk a loss you suffer not being paid or being paid in part only.

You must not in any circumstances admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you risk a loss you suffer not being paid or being paid in part only. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to us or to your insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with the policy terms and conditions may invalidate cover.

We will remit claims payments received on your behalf to you as soon as practicable after confirmation of receipt of cleared funds in our bank account.

In the event that an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts. We reserve the right to charge for our claims service if you request this to extend beyond our appointment to your policy and this will be confirmed in writing before you incur any charge.

If our authority to act in connection with your insurance arrangements is terminated (by you or us) we will immediately cease to handle claims already reported and will be unable to deal with any which may be subsequently incurred.

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.

Assignment

We are entitled to assign the benefits of these Terms of Business (but not the burdens as set out in these Terms of Business) to any other company within the Group of Companies of which we are part but then only for so long as such Company remains a member of such Group. We are entitled to transfer Client Monies to a similar bank account held in the name of any other company within the Group of Companies of which we are a part but then only for so long as such Company remains a member of such Group.

Our Remuneration / Fees

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

We may on occasion also receive additional payments from insurers depending upon the volume of our account with them and or the profitability of that account.

For arranging premium instalment facilities, we earn commission from our premium finance provider(s) which is usually a percentage of the interest that you pay. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. There may be occasions where there is a choice of instalment payment options which may charge different interest rates. Typically, we will not receive any instalment payment commissions from insurers if policies are placed on direct debit instalment arrangements with the insurer. We will receive commissions from the premium finance providers.

Using premium finance or paying an insurer direct debit arrangement (rather than paying the premium in one amount) makes the overall cost of the insurance more expensive.

A full breakdown of the cost of your insurance including any administration fee and the cost of credit where applicable will be provided as part of your new business or renewal quotation before you decide whether to proceed.

In any instance where we elect to either charge you a Brokerage Fee in addition to or in lieu of commission, we will confirm to you, prior to the conclusion of your insurance arrangements, the method of the remuneration and the amount of any fees payable by you.

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 or arranging premium finance. Please be assured that the way in which we are remunerated will not at any time conflict with our responsibilities to meet your needs and treat you fairly.

Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and/or agreed fees in respect of the full policy period

including where you appoint another intermediary in our place during the currency of a policy or where a policy is cancelled after inception or renewal.

Conflict of Interest

Circumstances may arise where we may have a potential conflict of interest between us and you or between you and another of our clients.

For example, we may arrange insurance for you through Touchstone Underwriting Ltd which is a wholly owned Managed General Agency of Seventeen Group Ltd, who also own James Hallam Ltd.

We operate conflict management policies and procedures which are designed to prevent any conflict of interest adversely affecting or compromising your interest. In such instances we will always act in your best interests when arranging such cover.

If you wish to discuss this arrangement, please contact us.

Client and Insurer Money

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (termed risk transfer) in which case your policy is treated by the insurer as being paid for the premium will be held in a client bank account on trust for you.

The account in which these funds are kept is a Non-Statutory Trust Account (as defined by the FCA Rules). This means that we may extend credit to other customers from this account.

However, your money will be protected at all times because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

By accepting these Terms of Insurance Business document, you are giving your consent for us to operate in this way.

Processing your Personal Data

In our dealings with you, we will comply at all times with all applicable Data Protection Legislation (including, as appropriate, the Data Protection Act 2018, the General Data Protection Regulation, any relevant secondary legislation, and any amendments or replacements to any of these). Please ensure that if applicable your directors, employees, contacts and agents are aware of this section on Confidentiality and Data Protection.

We implement generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. We will notify you and all relevant individuals promptly in the event of any breach of personal data which might expose you or (if applicable) your directors, employees, contacts or agents to serious risk.

- (a) Individuals have the following rights in respect of their personal data held by us:
- (b) to access any personal data which we hold on them. This may be obtained by writing to our Data Privacy Officer [details as shown below]. Where permitted under Data Protection Legislation, a nominal charge may apply for providing the information;
 - (c) to be provided with information about how their personal data is processed (this information is set out in these Terms of Business); to have their personal data corrected where necessary (they should contact us promptly if they become aware of any incorrect or out-of-date information);
 - (d) to have their personal data erased in certain circumstances (please refer to the appropriate data protection legislation or consult the Information Commissioner's Office for details);
 - (e) to object to or restrict how their personal data is processed;
 - (f) to have their personal data transferred to themselves or to another business.

Individuals also have the right to take any complaints about how we process their personal data to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF <https://ico.org.uk/concerns> or by calling: 0303 123 1113.

For more details, you may request a copy of our Privacy Policy or alternatively please address any questions, comments and requests regarding our data processing practices to our Data Privacy Officer namely:

Andrew Hall at James Hallam Ltd, Queen of the South Arena, Lochfield Road, Dumfries, DG2 9BG.

We may collect, use and store personal data relating to you (applicable to individuals only) or where applicable your directors, employees, contacts and agents where necessary in order to:

- (a) perform insurance contracts with individuals or take steps at an individual's request prior to entering into such a contract.
exercise our legitimate business interests as an independent insurance broker in order to provide the relevant information and services.
- (b) carry out other functions with express consent (which may be amended or withdrawn at any time by notifying us);
- (c) comply with our legal obligations.

Where you provide personal data relating to any individual you must ensure that you are entitled to do so.

In particular, we will use that personal data, and may disclose some or all of it to other parties, for the purposes of arranging, placing and administering your insurance. These other parties may include the FCA for compliance matters; insurance companies and other agents for underwriting and claims purposes and credit agencies for premium collections identity checks and anti-fraud protection. We may also monitor and record phone calls in the interests of security and staff training. We may in addition use personal data for communicating with you about our insurance products and services (and similar products or services provided by us). Communication with you in this regard may include mail, SMS text, telephone or email. If individuals do not want us to use their information in this way, they should notify us promptly in writing to that effect or use the unsubscribe option as set out in each communication.

We will never sell personal data or, except as mentioned above, make it available to any third parties without appropriate prior consent (which may be freely amended or withheld) except where required to do so by law or in the event that we sell any part of our business or assets (in which case we may disclose personal data confidentially to the prospective buyer as appropriate in accordance with our legitimate interests in that respect).

Notwithstanding the above, all personal data of a sensitive nature (as defined in the Data Protection Legislation) will be treated as strictly private and confidential.

We will not use or disclose it except either with explicit consent or where we are required to do so for legal or regulatory purposes and/or permitted to do so by the Data Protection Legislation.

In processing personal data for insurance purposes about health or criminal offences we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

Complaints

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact Andrew Hall at the above address or e-mail complaints@jameshallam.co.uk. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service (FOS).

You will be able to do this if you fall within any of the following categories;

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

Whether you are so entitled will not affect the promptness and fairness with which we will strive to resolve any complaints. You can contact the FOS by telephone on 0800 023 4567 and further information is available at www.financial-ombudsman.org.uk. If you do decide to refer any matter to the FOS your legal rights will not be affected. (If your complaint cannot be resolved immediately, you may be required to put this in writing for us to investigate further).

A copy of our complaints procedure is available on request.

Rights of Third Parties

Unless otherwise agreed between us in writing, no provision of this Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than you or us.

Financial Crime

As an FCA regulated company, we work within its regulatory framework designed to prevent financial crime – such as financial sanctions, money laundering, fraud or bribery and corruption. We may need to seek additional information from you to ensure compliance with these obligations

We are obliged to report to the National Crime Agency and / or Serious Fraud Office any evidence or suspicion of financial crime.

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. This depends on the type of business, the size of your business and the circumstances of the claim. Insurance advising and arranging is covered for:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or

infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting www.fscs.org.uk/

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