



1St Healthcare Ltd
1000, Great West Road
Brentford
Middlesex
TW8 9DW

Dear Morris,

Renewing your Homecare Insurance Policy

Towergate puts itself at the heart of what's important to you. As an insurance specialist we work hard to know our customers better than anyone else and we hope you have been happy with the policy and the relevant and personal service we provide.

Your Homecare Insurance is due for renewal on 20/05/2024 - and we'd like to invite you to accept cover for another 12 months.

Providing you with a clear breakdown of what you are paying for is important to us and you will find this over the page in the **Your Insurance Policy** box.

Important Notice

Please refer to What's Changed in Your Demands and Needs box which details amendments to your policy.

Option to buy back an element of Communicable Disease cover

You may have the option to purchase an inner limit of cover for Communicable Disease. Please refer to the attached Notice to Policyholders for more information.

Should you choose to accept this renewal, your policy will be renewed with the terms, sums insured and excesses under **Your Insurance Requirements and Our Recommendation** section, over the page.

It's important we know that this still meets your needs, because we want you to remain our customer for many years. So please, before your renewal date and to enable us to renew your policy:

- Call us on **01438 739716** and let us know that you have reviewed the policy details provided and are happy to continue
- Let us know how you'd like to pay for your cover. Direct debit is easy to set up if you'd like to spread the monthly payments

Date: 03 May 2024

**Policy Reference:
STHE05D401**

**Insurer:
Markel International
Insurance Company
Limited**

**Policy No:
TDC001740**

**Expiry Date:
19/05/2024**

The total cost for your
policy is:
£2,488.42

**Contact Us
01438 739716**

About Us
With over 40 years experience, Towergate Insurance is a market-leading provider of specialist Care Home and Home Care insurance. In addition, we offer tailored Nursery Insurance with a wide range of cover including Business Interruption.

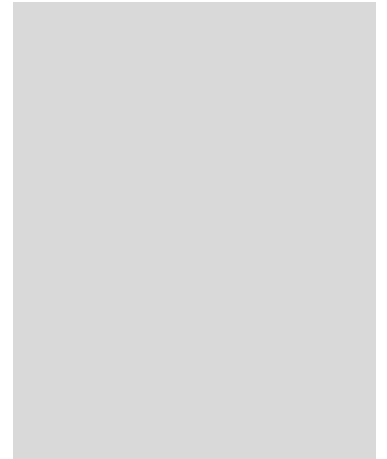
**Opening Hours
Monday – Friday
8.30am – 5.30pm
Claims
9.00am – 5.00pm**



Your preferred method of communication on all of your insurance contracts is via email. If you wish us to communicate with you differently please contact us.

We are ready and waiting for your call - **01438 739716**.

Yours sincerely
muhammad Mahmud
Care Retention
Email: muhammad.mahmud@towergate.co.uk





Statement of Price

Your Homecare Insurance Policy

For renewal of the Insurance with your current Insurer Markel International Insurance Company Limited

Premium*	£2,408.42
Customer Service Charge	£80.00
Total	£2,488.42

If you wish to pay by direct debit you will pay 10 monthly instalments, the first instalment includes a £5 facility fee and will be £276.66 The 9 remaining instalments will be £271.66. The total payable is £2,721.61 which includes a 9.17% instalment charge of £228.19 (Representative APR 18.20 variable)

*premium includes Insurance Premium Tax at 12.00%

Your Demands and Needs

Insurer: Markel International Insurance Company Limited

Special Conditions / Limitations	Please refer to the enclosed Policy Schedule for details of any special conditions, limitations or endorsements that apply.
Requirements we have not met	
What's Changed?	Please read carefully the Notice to Policyholders which details important changes to your policy and the option to buy back cover for Communicable Disease.



Notice to Policyholders

The following updates have been made to your Policy Schedule and Wording. Please read the changes carefully.

- General condition 6 Waste (b) has been amended to “all other waste and refuse be swept up and bagged daily deposited in non-combustible lidded containers at least 5 metres away from the Premises and removed at least once a week”.
- A new general condition 7 has been added for Temporary portable heating appliances.
- Computer Equipment is no longer shown as a separate item on the schedule. Cover for this item is now automatically included within the Contents sum insured.
- Exclusion relating to acts of fraud or dishonesty, disappearance, unexplained or inventory shortage misfiling or misplacing of information under Section 1 Contents has been moved from Insured Event 17 Accidental Damage and is now a standalone exclusion.
- Extension 9 Excursions under Section 2 Business Interruption has been clarified as a loss of revenue cover and now extends to all service users.
- Cover under Section 2 – Business Interruption Extension 3 Public Utilities applicable to Cover A – Increase in cost of Working and Cover B – Loss of gross Revenue has been amended as follows;
 - This cover was previously provided for general damage at the stated locations. This has been amended to damage for specified insured events at the stated locations.
 - A limit of £25,000 has been applied for all claims in any one period of insurance.
 - Cover is now conditional upon a time delay of at least 24 consecutive hours.
 - Cover now excludes
 - The deliberate acts of a supplier in withholding the supply of water, gas, electricity, fuel or telecommunication services.
 - Any loss which is caused by strikers, locked out workers, persons taking part in labour disturbances or drought.
 - Failure of any Satellite.
 - Any loss caused by atmospheric or weather conditions.
- Under Section 5 Liabilities Cover 2 Public & Products Liability, Professional Indemnity (Claims Made Basis) Special Extension, the maximum amount of deductible has been capped at £25,000.

Please read the policy wording for full details of conditions and exclusions



Option to Buy Back Cover for Communicable Disease

General Exclusion – Communicable Disease

Communicable disease (applicable to Cover Section 2 – Public Liability Products Liability other than professional indemnity special extension of Section 5 - Liabilities)

Under Section 5 Liabilities, Cover 2 Public Liability Products Liability we will not cover any claim for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above
- any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means from the sooner date at which:
 - any travel advisory or warning is imposed by any domestic or international government or local authority, or
 - quarantine or restriction in movement of people or animals is imposed by domestic or international government or local authority, in relation to that communicable disease.

Option to buy back an element of Communicable Disease cover under the policy (subject to meeting acceptance criteria)

Under Section 5 Liabilities, Cover 2 Public Liability Products Liability, you have the option to purchase an inner limit of cover of **£25,000**. This limit will be in the aggregate for any claims during the period of insurance and the additional cost to include this cover is **£1,231.68**. The criteria required for acceptance is the CQC rating must be either Outstanding or Good and there must have been no reported claims or notifications for Public/Products Liability incidents related to Communicable Diseases in the past.

Please contact us immediately if you would like to include this inner limit of cover or if you would like to discuss this option further with one of our team.



Your Insurance Requirements and Our Personal Recommendation

Based on the information provided by you, we have assessed the levels of cover and additional cover options you require. We are continuing to recommend this policy as it provides the levels(s) of cover and policy features required to meet your individual circumstances which are set out below / in your policy schedule. If any details are incorrect, or your circumstances change, please contact us to discuss your requirements.

Please make one final check that your sums insured/limits of indemnity are adequate as claims payments could be affected if any sums insured are too low.



IMPORTANT - For the full wordings of special conditions, exclusions, limitations and all other conditions, please refer to the Policy Document and Schedule. Most policies contain certain conditions, sometimes called warranties or subjectivities. Failure to comply with a condition of your policy can result in a claim not being paid, or only part paid. The Insurer cannot only reject your claim but in certain circumstances avoid the policy as a whole.

Fair Presentation

It is important that you tell us everything about you and what you want to insure, including any specific concerns that led you to seek cover. To do this you need to answer all questions we ask you accurately and to the best of your knowledge and ability by making specific enquiries of partners, directors and senior management involved in the business and its subsidiaries.

You must tell us of anything that may be relevant or important for insurers to know so that they can make decisions on whether to offer cover, the type of cover to offer, the terms to be applied and the required premium. If you don't do this and a relevant piece of information is missed then you may not be covered correctly, your insurance may be invalid or you may be charged a higher premium. If you are in any doubt/not sure then just tell us. For example, you should inform us of any different, special or any unusual aspects of your business activities in comparison to what would be considered 'typical' in the market place for your trade, business or profession.



How we've chosen this policy for you

We have offered you this policy from one insurer as they are our preferred provider with whom we have developed this specialist Homecare product.

What we do for you

On your behalf we establish your insurance requirements, find a product to meet your needs and provide you with the key features of that policy. We arrange cover for you on behalf of the Insurer

Charges for making changes or cancelling your policy

If you make any changes to your policy we will charge you a fee of £22.50.

If you cancel the policy you will be charged £65.00.

This is in addition to any fees or premiums charged by the Insurers.



How to Pay There are several easy ways to pay your premium:

Direct Debit	You can set up your direct debit in one simple phone call. Call us and we will arrange this for you with our third party finance provider - Premium Credit Limited (PCL). They will then (subject to acceptance) send you a letter which will include confirmation of your monthly instalment scheme along with a credit agreement. It is imperative you return this credit agreement or acknowledge the agreement online. Full details of how to do this can be found in your welcome letter from PCL.
Debit or Credit Card	If you wish to pay in one up-front payment by debit or credit card, please contact your insurance adviser by phone. No charge is made for payment by credit or debit card. We are unfortunately unable to accept American Express cards.
Direct Bank Transfer	<p>Paying by direct bank transfer is easy and means you don't incur any additional charges. Please send your payment to our client bank account:</p> <p>Bank: Royal Bank of Scotland Sort Code: 15-10-00 Account Number: 22382791 Account Name: AIBL Re Towergate Patrick Client NST No. 1 Acc</p> <p>Please ensure that you include the reference STHE05D401 in your payment details to identify your payment to us.</p> <p><u>If these payment methods are unsuitable, please contact us as soon as possible to discuss.</u></p>

However you choose to pay, please phone us on **01438 739716** to arrange your payment in one quick and easy call. Our Payment Terms are included in the accompanying Terms of Business.

Documents Enclosed

Renewal Schedule	This details the basis of your insurance quotation including property insured, sections covered, sums insured, excesses and any endorsements that apply.
Employers Liability Certificate	
Statement of Fact	This details the information supplied by you to enable the premium to be calculated and the correct terms and endorsements applied to your policy. If any of the information on this document is incorrect you must notify us immediately.
Policy Summaries	These summarise some of the key features and exclusions of your policy(ies)
Important Information Document & Terms of Business	By taking out this insurance policy you are entering into a contract with us. This document provides the terms and conditions between you and us, information about us, our services and costs, your rights and how to exercise them.
Policy Wording	This details the Insurer's policy wording.
Towergate Instalment Plan Need to Know Document	This document outlines important key features concerning how your insurance premium is arranged through our finance provider, Premium Credit Limited (PCL).
IMPORTANT: Please ensure you read all documentation and contact us immediately should you have any queries	



TOWERGATE PREMIUM INSTALMENT PLAN

What you need to know...

You have received this document as we have offered you the option to pay your premium in instalments.

Towergate works exclusively with Premium Credit Limited (PCL) to provide your instalment plan.

What does this mean? <ul style="list-style-type: none">✓ Towergate acts as a Credit Broker and we are not the actual lender; the lender is Premium Credit Limited.✓ Your premium instalment plan is funded by a credit agreement, so we can offer you one simple method of payment for one or more products you may have with us.✓ You are always free to choose how you pay for any products you have with us. If you would prefer to pay in a different way, either now or later, then please get in touch with us as soon as possible.✓ We will not charge you a fee for introducing you to PCL, but we do receive commission as a percentage of the total annual amount of credit financed from PCL directly. You can request details of this at any time.	Are there any restrictions in your service? <ul style="list-style-type: none">✓ As we only work exclusively with PCL, we are only able to offer you information about this option.✓ In some cases, insurers may provide their own instalment plan for a product and where this is the case, we will do our best to notify you of this and provide details of their plan to you.✓ We cannot advise or recommend if this is the payment option most suited to you and you must take the time to ensure it is appropriate to your needs and regular payments are affordable.
---	--

Your regular payment commitments and fees and charges applying under PCL's credit agreement.

What does this mean? <ul style="list-style-type: none">✓ Charges for using the PCL facility are shown in the next section. You will also receive an individual payment plan from PCL.✓ You will also be advised of the APR to enable you to consider costs of credit relative to other forms of credit you may have access to.✓ Fees and charges may change at each renewal. You should check when renewing your policy that the terms remain appropriate for your needs.✓ If this is a new agreement, you have within a 14-day period to change your mind and withdraw from the agreement without penalty. After this time, additional fees will be incurred.	What are PCL's charges under the credit agreement? <ul style="list-style-type: none">✓ PCL will apply a charge for providing a Payment Instalment Facility, this is shown as the 'Transaction Fee' and the amount will be detailed in our Payment Schedule together with a representative Annual Percentage Rate (APR). The Transaction Fee is calculated as a percentage of the loan amount.✓ Facility Fee of £5 is added to your first instalment at new business and any subsequent renewal if amount funded is £100 or more.✓ Changing your payment date is possible and if this is requested after the first instalment has been collected, no charge will apply.✓ Not returning your signed credit agreement within 27 calendar days of receipt will result in a charge of £25.00.✓ Failure to make a payment when due - £25.00 for each missed monthly instalment✓ There are no early repayment or cancellation fees or charges
--	--

The application process and how your information will be used as part of this process.

<p>How will my application be assessed?</p> <ul style="list-style-type: none"> ✓ Credit is always subject to financial circumstances and status. ✓ You should inform us and PCL of any particular difficulties you may foresee in making repayments during the contract. ✓ In order to enter into PCL's credit agreement, you must be resident in the UK, aged 18 years or over, hold a bank or building society current account which can support Direct Debit payments and have not been declared bankrupt. ✓ PCL may use a credit reference agency that leaves a record of the search or obtain further information about you (or your business, if applicable) to carry out credit worthiness checks and other checks required by law. ✓ PCL are able to provide you with details of any credit reference agency consulted, should this information be required. 	<p>How will my data be handled as part of this process?</p> <p>Your personal information, including bank details will be passed onto PCL in order to set up and manage your instalment plan with you.</p> <ul style="list-style-type: none"> ✓ PCL may provide periodic updates to us in order that we can monitor their service and they inform us of any difficulties you may have in making payment so we can take steps to ensure your cover remains in force. ✓ Unless you inform Towergate or PCL otherwise, PCL will mostly communicate with you in an electronic format, using either your email address or their online portal; this will also allow you to sign your credit agreement electronically and manage your plan; reducing paper and supporting PCL's environmentally friendly approach. ✓ If you have any objections or concerns regarding the way in which your data is handled or the credit checks undertaken, then please contact us or PCL at any time.
--	--

How will my insurance policy impact my credit agreement with PCL?

<p>Changes to your policy.</p> <ul style="list-style-type: none"> ✓ If you make a mid-term change to your policy, we will always inform you of the change in insurance premium and any associated insurance charges. ✓ Most changes to your insurance premium can also be accommodated within the credit agreement and if you select this option PCL will send you a revised payment schedule up to your renewal. ✓ If you would prefer to pay any additional premium in a one-off payment instead, then please let us know at the time of making the change. ✓ If you change insurance brokers, please inform us and PCL as soon as possible. If your new broker has an arrangement with PCL, they may be able to continue your plan with you. If this is not the case, then PCL may require you to repay any outstanding balances relating to your existing insurance Policies within 14 days. 	<p>Your credit when your insurance renews.</p> <ul style="list-style-type: none"> ✓ Unless you advise us ahead of renewal, your instalment plan with PCL will always continue. ✓ However, as the interest rate/APR%, fees and charges can change, please check your renewal documentation to ensure these remain appropriate for you. ✓ Please contact us ahead of the renewal date if you would prefer to pay by an alternative method to avoid paying any charges applicable under the credit agreement.
---	--



Failure to make payment when required and useful information about PCL and their credit agreement.

What if I fail to make payment when due?

- ✓ Please contact PCL immediately if you are having payment difficulties or think that your payment may not be made as planned. PCL are best placed to discuss any suitable options with you, which could avoid additional charges or more serious consequences.
- ✓ Non-payment may mean that your agreement is terminated and must pay the full outstanding balance.
- ✓ If you continue not to pay, legal proceedings may be taken against you incurring additional costs, charges and possibly leading to a County Court Judgment (a CCJ).
- ✓ Non-payment may be reported to credit reference agencies which can adversely affect your credit rating and you may find it more difficult to obtain credit, insurance or other products in the future.
- ✓ Towergate will also be advised if you miss your payments, this may result in the cancellation of any Insurance Policies financed using PCL.
- ✓ Any refund of premium arising from the cancellation of your insurance policy will be used to repay any monies you owe PCL or, where we have paid PCL, any monies you owe us.
- ✓ We may take separate action against you to recover any shortfall relating to your insurance premiums and associated charges.

What if I need to contact PCL directly?

- ✓ You can contact PCL at any time should you wish to clarify any details of their credit agreement or have any questions or concerns you may wish to raise about their service, for ease their details are below:

PCL Address - Operations Centre, Ermyn House,
Ermyn Way, Leatherhead, Surrey, KT22 8UX

Telephone Number - 0344 736 9836

Website - www.premiumcredit.co.uk

PCL is also authorised and regulated by the Financial Conduct Authority (FCA), their status can be checked by visiting the FCA website (<https://register.fca.org.uk/>) and their credit agreement is subject to English Law.

Other Important Information

In the event of insurer insolvency, PCL may use any money received from the Financial Services Compensation Scheme (FSCS) to repay all or part of any outstanding balance due under the credit agreement.

If you have any questions or queries, please do not hesitate to contact your Towergate representative.





Invoice Date: 3 May 2024

1St Healthcare Ltd
1000, Great West Road
Brentford
Middlesex
TW8 9DW

INVOICE	
Reason for Issue	Renewal
Client Name	1St Healthcare Ltd
Policy Number	TDC001740
Policy Reference	STHE05D401
Effective Date	20/05/2024
Expiry Date	19/05/2025
Premium	£2,150.38
Insurance Premium Tax at 12%	£258.04
Customer Service Charge	£80.00
Total	£2,488.42

If you wish to pay by direct debit you will pay 10 monthly instalments, the first instalment includes a £5 facility fee and will be £276.66 The 9 remaining instalments will be £271.66. The total payable is £2,721.61 which includes a 9.17% instalment charge of £228.19 (Representative APR 18.20 variable)

How to Pay: There are several, easy ways to pay for your premium:

Direct Debit You can set up your direct debit in one simple phone call. Call us and we will arrange this for you with our third party finance provider - Premium Credit Limited (PCL). They will then (subject to acceptance) send you a letter which will include confirmation of your monthly instalment scheme along with a credit agreement. It is imperative you return this credit agreement or acknowledge the agreement online. Full details of how to do this can be found in your welcome letter from PCL.

Debit or Credit Card If you wish to pay in one up-front payment by debit or credit card, please contact your insurance adviser by phone. No charge is made for payment by credit or debit card. We are unfortunately unable to accept American Express cards.

Direct Bank Transfer Paying by direct bank transfer is easy and means you don't incur any additional charges. Please send your payment to our client bank account:

Bank: Royal Bank of Scotland
Sort Code: 15-10-00
Account Number: 22382791
Account Name: AIBL Re Towergate Patrick Client NST No. 1 Acc

Please ensure that you include the reference STHE05 in your payment details to identify your payment to us.

If these payment methods are unsuitable, please contact us as soon as possible to discuss.



Homecare Insurance	
Renewal Schedule	

Client Reference	STHE05	Insurer	Markel International Insurance Company Limited other than section 9
Policyholder	1St Healthcare Ltd		
Postal Address	1St Healthcare Ltd 1000, Great West Road Brentford Middlesex TW8 9DW		
Period of Insurance	From 20/05/2024		To 19/05/2025 Both dates inclusive
Premium	£2,150.38		
IPT	£ 258.04		
Gross Premium	£2,408.42		

Cover will be subject to the terms and conditions contained in the **Policy Wording**. For full details of how the limits apply and further terms and conditions, please refer to the **Policy Wording**.

This policy is underwritten by Markel International Insurance Company Limited other than Section 9. Legal Expenses are underwritten by Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. Claims will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

Policy Excesses (Where Applicable)

Public Liability	£250 Third Party Property Damage
Professional Indemnity	The greater of 10% and the first £250 of the total of each claim (The maximum amount for the Deductible shall not exceed £25,000)
Subsidence	£1,000
Glass	£100
Deterioration of Stock	£50
Employees Personal Effects	£50
Fidelity Guarantee	£250
Legal Expenses	Please refer to Legal Expenses Section
Any Other Claims	£150

Turnover

Annual Turnover	£100,000
-----------------	----------

Liabilities

Employers Liability	£10,000,000
Public Liability	£10,000,000
Medical Malpractice	£10,000,000
Directors and Officers Liability	£25,000
Professional Indemnity	£5,000,000

Fidelity Guarantee

£25,000

Risk 2

Policy Number	TDC001740	Insurer	Markel International Insurance Company Limited other than Section 9
Insured Name	1St Healthcare Ltd Trading As 1st Healthcare Ltd		
Business Description	Providers of Domiciliary Care comprising of personal care, administration of medicines, shopping, laundry, respite care, gardening and light household maintenance.		
Risk Address	1000, Great West Road Brentford Middlesex TW8 9DW		

Details of Sums Insured

Buildings Cover

Buildings Sum Insured Not Insured

Contents Cover

Contents sum insured £25,000

Business Interruption

Indemnity Period 12 Months
Basis of Cover: Cover A Increase in Cost of Working: £50,000

Money Cover

- 1) Non-negotiable money £250,000
- 2) Other Money

- (a) In a private dwelling £500
- (b) In a locked unspecified safe £5,000
- 3) Any other loss of money
 - (a) In an attended building at the premises £5,000
 - (b) In an unattended building at the premises £500
 - (c) Money in Transit £5,000
- 4) Money specified in a safe £0

Make of Safe	Model	Type

Loss of Registration Cover £100,000

Legal Expenses

Markel Legal Expenses Insurance Schedule

Token code	Kj8SBBwB	
Your Sections of cover	The most that We will pay Any One Claim	Excess Any One Claim for Our choice of Representative
Contract disputes	£250,000	£500
Criminal defence	£250,000	£250
(Interview under caution)	£2,500	£250
Employment disputes	£250,000	£250
Employment compensation awards	£250,000	£250
Tax protection	£250,000	£250
(Aspect enquiry)	£250,000	£1,000
(Current tax year enquiry)	£1,000	£250
Property and landlord and tenant disputes	£250,000	£0
Regulatory compliance	£250,000	£250
(Licence Appeals)	£250,000	£1,000 or 10% of all Costs whichever is the greater
Jury Service	£1,000	£0
The most that we will pay for all claims in the period of insurance	£1,000,000	
Territorial limits	The United Kingdom, the Channel Islands and the Isle of Man	
Minimum sum in dispute	Contract disputes - £1,000	
Excess Any One Claim if You are able to choose Your own Representative	Contract disputes - £2,000 Licence Appeals - £2,000 or 10% of all Costs whichever is the greater All other sections (see Instruction and choice of your representative, Counsel and experts for when this applies) - £1,000	
Markel advice/claims line	0330 013 9948	
Endorsements	Not applicable	
Markel Law Hub	You have access to the Markel Law Hub an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP. To access the website, register by going to markellaw.co.uk and log in using your token code which can be found at the top of this policy schedule	
Underwritten by	Markel International Insurance Company Limited	

Personal Accident Cover

Towergate Insurance is a trading name of Advisory Insurance Brokers Limited. Registered in England Company No. 4043759, Registered Office: 2 Minster Court, Mincing Lane, London, EC3R 7PD
 Authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by checking the FCA website at www.fca.org.uk/register or by contacting them on 0800 111 6768

Endorsements and Clauses

Minimum Standards of Security for the Premises

The Premises must be protected in accordance with (a) to (c) below whether the premises are unoccupied or closed for business and are not attended by you or an authorised employee for the purpose of the business.

(a) **Doors**

All external (and internal doors leading to integral garages are fitted with a key-operated deadlock conforming to BS3621

(b) **Garage Doors**

All garage doors are fitted with a key-operated deadlock or a good quality closed shackle padlock

(c) **Windows**

All external basement, ground floor, and garage windows and other windows, sky lights and fanlights accessible from roofs, fire escapes, drain pipes or other features of any building are fitted with key-operated window locks or screwed or bolted shut.

Note – not applicable to openings of less than 23cm by 15cm (9 inches by 6 inches)

TED 001 Abuse Inner Limit

The following is added to the policy

1) The following definition is added to the policy

Abuse shall mean:

- i) any act of hurting or injuring mentally or physically by maltreatment or ill-use or
- ii) any act of forcing sexual activity rape or molestation or
- iii) the repeated or continuing use of contemptuous coarse or insulting words or behaviour

2) We agree to indemnify *You* (subject to the terms, limitations and conditions herein contained) under Cover 2 (Public & products liability) applicable to Section 5 – Liabilities, in respect of all sums which the *Insured* shall become legally liable to pay as compensation for accidental death of or accidental personal injury arising from *Abuse* to any person happening during the period of insurance and caused in connection with the *Business*

Provided always that all instances of *Abuse* against any individual person shall be deemed to constitute one claim under this policy

The total amount *We* will pay in respect of all claims arising from *Abuse* inclusive of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurers shall not exceed £5,000,000 in respect of any one *Event*

3) The indemnity granted by this endorsement shall not apply to or include:

- i) accidental death of or accidental personal injury arising from *Abuse* to any *Employee* where such death or personal injury arises out of and in the course of the employment
- ii) liability in the event of any failure to comply with the procedural guidelines established by the Insured concerning *Abuse*



Certificate of Employers' Liability Insurance^(a)

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

Certificate No. TDC001740

1. Name of Assured. **1St Healthcare Ltd Trading As 1st Healthcare Ltd**
2. Date of commencement of insurance. **20/05/2024**
3. Date of expiry of insurance. **19/05/2025**

We hereby certify that:-

1. subject to the paragraph 2, the insurance 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, or to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies^(b); and
2. the minimum amount of cover provided by this certificate is no less than £10,000,000

Signed on behalf of Markel International Insurance Company Limited
(Authorised Insurers)

.....
.....(Signature)

- (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 certificate covers the holding company and all its subsidiaries, or that the certificate covers the holding company and all its subsidiaries except any specifically excluded by name, or that the certificate covers the holding company and only the named subsidiaries.
- (b) Specifically applicable law as provided for in regulation 4(6) of the Regulations.



Health and safety for small/medium sized businesses

How my insurer helps me manage my health and safety risk

Good health and safety standards help you to run your business successfully. Meeting the requirements of relevant regulation is a central factor in achieving this. Insurers recognise the wider benefits to society of encouraging businesses in following sensible, proportionate measures aimed at helping them to carry out their activities.

We are providing this information to help you take sensible steps to manage health and safety effectively.

Insurers will continue to settle legitimate claims. Insurers will also co-operate with businesses such as yours if you need to deal with the consequences of vexatious claims made against you.

Your insurer will always be willing to offer you guidance on what constitutes good practice in managing health and safety. This guidance should be aimed at improving the resilience of your business in dealing with civil law claims made against you, and will be proportionate to the level of risk involved.

Employers' liability vs public liability – what's the difference?

Insurers provide cover for businesses' legal liabilities by issuing:

- Employers' liability policies – this covers employers for injury or disease to people they employ; and
- Public liability policies – this covers businesses for injury, disease or damage to people they do not employ, for example visitors.

The law - the Health and Safety at Work etc. Act 1974

- This is the main law on health and safety and says that every employer is to ensure, so far as is reasonably practicable, the health and safety of employees and also persons not in their employment who may be affected by work activities.
- Your insurer expects you to take reasonable steps to comply with this requirement and other related regulations, using the guidance and tools provided by the Health and Safety Executive (or other competent organisations) to help with this aim. You can find more information at www.hse.gov.uk/index.htm.
- Your insurer will not refuse to pay a claim purely because of a breach of health and safety regulations.
- Your insurer will not withdraw cover mid-term purely because of a breach of health and safety regulations.

Who is an employee?

There are various forms of employment. Often a working individual may not be engaged under a contract of employment. For this reason, insurers include, under an employers' liability policy, a definition of who is to be treated as an 'employee'. A typical definition would be:

- Any person employed under a contract of service or apprenticeship;



Association of British Insurers

- people on work experience schemes, for example, students;
- any person hired or borrowed from another employer including drivers or operators of hired in plant;
- labour only subcontractors; and
- home workers.

All these people are covered while working for and under your control in your business.



Some common concerns

Documentation	<ul style="list-style-type: none">• Insurers do not generally need you to show any formal evidence that you are keeping to health and safety regulations nor do they ask to see health and safety documents as a condition of granting insurance cover.• <u>However</u>, although it is <u>not</u> a legal or insurance requirement to do so, good record keeping (for example, training records, written risk assessments etc.) may be useful if you need to defend a civil law claim.
Written risk assessments	<ul style="list-style-type: none">• If you employ fewer than five employees, there is no need for you to complete written risk assessments. <u>However</u>, although completing and recording risk assessments is <u>not</u> a legal or insurance requirement, it may help in defending any civil law claims made against you.
The role of health and safety consultants	<ul style="list-style-type: none">• You do not need to hire a health and safety consultant. The law says that you must have access to competent health and safety advice – often, this is available from your own staff.• If, however, the complexity or nature of your business indicates that you do need external support, your insurer will normally recommend that you use a health and safety consultant who is listed on the Occupational Safety and Health Consultants Register. You can get more information at www.oshcr.org.
Testing portable electrical appliances	<ul style="list-style-type: none">• There is no specific legal requirement for every portable electrical appliance to be tested each year and your insurer will not insist upon this when offering you insurance.• However, as you must maintain this equipment suitably to prevent danger, insurers recommend you follow the guidance published by the HSE, available at www.hse.gov.uk/electricity/index.htm.• For specific guidance, read 'Maintaining portable electric equipment in low risk environments', available at www.hse.gov.uk/pubns/indg236.pdf

More Help

Insurers approve the principles set out in the Association of British Insurers' Key Principles document: Health and Safety for Businesses and the Voluntary Sector. This is available at <http://www.abi.org.uk>

You can also find more guidance on the HSE website available at www.hse.gov.uk.

If you employ fewer than five employees, there is no need for you to complete written risk assessments. However, although completing and recording risk assessments is not a legal or insurance requirement, it may help in defending any civil law claims made against you

Markel Law Hub - HR Solutions at your fingertips

Markel Law Hub provided by Markel Legal Expenses Insurance includes access to fact sheets, legal documents, legal news and an employee handbook specifically designed for the care sector. Markel Law Hub offers guidance and information for any legal issues you may have. Whether you're looking for advice for a potential problem or just want some facts on a certain topic, with your insurance policy you will have access to this service 24-7 for the duration of the policy, meaning you will always have up to date documents and legislation for your business.

In order to access these services please visit www.markellaw.co.uk. If you are using this service for the first time, you will need to register using the access code: KJ8SBBWB



**Homecare Insurance
Renewal Statement of Fact**

Fair Presentation

It is important that you tell us everything about you in good faith and what you want to insure, including any specific concerns that led you to seek cover. To do this you need to answer all questions we ask you accurately and to the best of your knowledge and ability by making specific enquiries of partners, directors and senior management involved in the business and its subsidiaries.

You must tell us of anything that may be relevant or important for insurers to know so that they can make decisions on whether to offer cover, the type of cover to offer, the terms to be applied and the required premium. If you don't do this and a relevant piece of information is missed then you may not be covered correctly, your insurance may be invalid or you may be charged a higher premium. If you are in any doubt/not sure then just tell us. For example you should inform us of any different, special or any unusual aspects of your business activities in comparison to what would be considered 'typical' in the market place for your trade, business or profession.

The Policy Holder 1St Healthcare Ltd

Period of Insurance **From** 20/05/2024 **To** 19/05/2025
Both dates inclusive

Postal Address 1000, Great West Road
Brentford
Middlesex
TW8 9DW

The Owners, Principals, Directors and Partners of the Business are:

Name	Occupation	Qualifications	Experience
ATULA, Morris	Director		

General Details

With regards to this insurance, whether at the premises or elsewhere

- (a) No insurer or underwriter has declined to issue or renew a policy, cancelled a policy or imposed special terms in the past five years including Legal Expenses

In respect of any of the Insured's activities;

- (a) The Proposer / Insured is not aware of any incidents which might reasonably be expected to give rise to a claim for abuse.
- (b) The Proposer/ Insured and/ or any employees, past or present has not received any disciplinary action or sanctions from any outside agency including the business registration authority, or been subject of criminal proceedings following an incident or allegation of abuse

Neither you nor any Director, Partner or Representative have ever

- (a) Been prosecuted under the Factories Act or Health and Safety at Work Act or any similar legislation
- (b) Been served with a Prohibition Notice under the Health and Safety at Work Act in the past five years
- (c) Been involved in any legal disputes in the past five years in connection with any company, business or firm which any of you have been involved
- (d) Been convicted of (or charged but not yet tried for) any offence other than a driving offence
- (e) Been declared bankrupt, disqualified from acting as a company director, gone through insolvent liquidation or being the subject of receivership or administration order.
- (f) Had any County Court Judgements made against you in a personal capacity or in connection with any company, business or firm in which any of you have been involved as a Director, Partner or in a similar capacity

If any of the statements above are incorrect, details are as follows;

In respect of Liability Insurance

- (a) You have a written safeguarding policy to guard against abuse of your service users by any person which is reviewed at least annually and when legislation requires.
- (b) You undertake DBS checks on all employees who have a responsibility for, or are involved in, the care and supervision of Service Users through their work for you.
- (c) You do not employ an employee who
 - (i) Is barred under ISA or is on POVAL or POCAL
 - (ii) Has a conviction for an offence involving violence, domestic violence, harassment or sexual offences
- (d) In respect of employees you undertake other background checks on staff (references, employment records, permit to work, etc) to supplement any DBS checks that are undertaken
- (e) You provide induction and ongoing training to Employees dealing with;
 - (i) Health and Safety procedures including manual handling
 - (ii) The welfare and protection of vulnerable people
 - (iii) Lone working
 - (iv) Handling violent and aggressive behaviours

If any of the statements above are incorrect, details are as follows;

Definitions (Where Applicable)

DBS or Disclosure Barring Service shall mean any disclosure service operated in England and Wales, Scotland or Northern Ireland

POVA shall mean the Protection of Vulnerable Adults List

Children are defined as any person aged 16 or under

ISA shall mean the Independent Safeguarding Authority

POCAL shall mean the Protection of Children Act List

Employee shall mean any person under a contract of service or apprenticeship with **you** and **authorised volunteers**.

Service Users shall mean those persons taking advantage of your services

Claims History

Under the conditions of the policy you must tell us about any insurance related incidents (such as loss, damage or third party claims) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at any time of the renewal to validate your claims history or that of any other person or property likely to be involved in the policy or in the claim.

In respect of the risks to be insured, whether at these premises or elsewhere, there have not been any losses, damage, injury or liability incidents in the past five years whether insured or not, unless stated below;

In respect of Legal Expenses you have not had more than one claim or dispute to which this insurance would have applied or any disputes in which fees or expenses exceed £5,000 in the last 3 years, unless stated below

In respect of the risk to be insured the proposer or any person proposing for insurance is not aware, after enquiry, of any investigation, circumstance or incident that they have reason to suppose might afford grounds for any future claim which has not already been advised to us.

General Risk Details

Risk 2

1000, Great West Road
Brentford
Middlesex
TW8 9DW

Company Status Limited Compan
Year Established 2016

You have told us;

- You do not supply, hire or lend employees to other organisations
- You do not provide services involving drug and /or alcohol rehabilitation
- You do not provide services involving service users with a record of sexual or violent offences
- You do not provide nursing care over and above the provision of prescribed medication
- You do not provide services involving sheltered accommodation or supported living
- You are registered with CQC
- There have been no objections to applications for registration &/or complaints lodged with the regulatory body in respect of your business
- You do not provide other services &/or activities outside of the business description noted on the policy schedule.

Further Details:

You have told us no person to be insured for Personal Accident is over 75 years of age, has ever had Personal Accident insurance declined or has ever had any special terms imposed on a Personal Accident policy, unless as stated below;

About the Property(s)

Risk Number 2

The property to be insured is a Office Block.

The external walls are constructed of Brick

The roof is constructed of Concrete

The Property is not shared, and has its own lockable entrance and exit

The Property has not suffered from flooding or is situated in an area troubled by flooding.

The Property has never suffered from subsidence or is situated in an area troubled by subsidence.

All external doors (and internal doors leading to integral garages) are fitted with BS3621 standard or equivalent key-operated deadlocks.

All external and accessible windows are fitted with key-operated window locks or screwed or bolted shut.

The Property is fitted with a Bells Only intruder alarm which is NSI, SSAIB or NACOSS approved, and has an annual maintenance contract.

You or your employees do not live on the premises.

Complaints Procedure

Any complaint you may have should, in the first instance, be addressed to Towergate Insurance. Full details of the complaints procedure can be found within the policy document.

Record Keeping

Special Note relating to the retention of records

Incidents of abuse may only come to light after a long period of time, in some cases years. The long term security of relevant documents and related correspondence including those mentioned above is of crucial importance should allegations arise.

Secure retention must be on an indefinite (permanent) basis and incorporate storage provision should an organisation cease operating / trading.

You must securely retain for a minimum of 5 years and/ or any legally required period:

- (i) Employment / engagement application forms, declarations. References and identity certification for all your personnel
- (ii) Records of Disclosure Barring Service reference numbers / applicant names and dates for all relevant personnel
- (iii) Records of protection training delivered to your personnel
- (iv) Your Accident / Incident registers and records of abuse occurrences for those who are, or have been, in your care
- (v) Referral, assessment, treatment and care plans and related correspondence for those who are, or have been, in your care
- (vi) A record of your historical liability insurance policies

Your Protection Policy

- (i) Your protection policy must be reviewed and updated at least annually
- (ii) Your personnel (employees / volunteers / service providers) must be aware of the policy, and have access to it
- (iii) You must provide or facilitate formal training on protection including annual refresher / procedure update training for your personnel (*Formal training may be provided by senior experienced personnel who have themselves received training from a suitably qualified / accredited source*)
- (iv) New appointees must receive induction protection training prior to, or immediately upon, their employment or engagement by you and are suitably supervised during their probationary period.
- (v) You must comply with all legislation and guidelines applicable to all of your activities that relate to the protection of vulnerable adults including:
 - (a) The National Minimum Standards of the Care Standards Act 2000/Health and Social Care Acts* and the aims and aspirations of the Human Rights Act 1998
 - (b) The use of the Disclosure Barring Service*
(*or similar legislation / guidance / disclosure service for the other parts of the United Kingdom and Northern Ireland)
- (vi) You must have written guidelines for the supervision of those in your care whilst engaged in activities away from your premises

1) Infection Control

You have documented infection control procedures in place which follow Governmental advice in relation to:

- (i) The working environment
 - Sufficient stock of PPE and other infection control supplies together with training and guidance in their use
 - Measures and protocols for when work areas are contaminated and making them safe
 - Reporting of infectious incidents to the appropriate statutory body/s in relation to staff, service users and any relevant third party
 - Risk management protocols in relation to visitors to the premises or premises you are working at including the control of visitors
- (ii) Staff
 - Reporting of infection symptoms and self-isolation protocols
 - Training and competencies for the management of infection control and testing which is compliant with your regulatory, local authority or Governmental requirements
 - HR policies in relation to health compromised staff, self-isolation and absence from work connected with infectious diseases
- (iii) Service users
 - Identifying services users who are at risk, who are displaying symptoms or have an infectious disease whether existing, new or returning to your service
 - Supporting service users through clear care planning and risk assessments connected with infection control procedures including consideration of Mental Capacity Act protocols in relation to testing and vaccinations
 - Ensuring where appropriate service users who are able to recognise symptoms know who and how to report to managers
- (iv) Business continuity focuses on
 - Home working procedures being ready to be deployed as appropriate and reflect the change in working environment
 - Staff shortfalls
 - Staff welfare and protection from harm
 - Communication protocols with staff, service users (including their carers/guardian where appropriate) and other relevant stakeholders

2) Risk Control

You have confirmed the following:

- (i) The working environment
 - You have a procedure in place in relation to ongoing training delivery in particular mandatory training provision
 - You have reviewed and updated all policies and risk assessments which have been impacted by COVID-19 linked with the most recent Government guidance
- (ii) Residential care and visitation
 - Where you provide residential care services you have
 - o Reviewed and updated visitation policies in accordance with current applicable guidance

- Dynamic risk assessments which considers when and where visits take place, the health of visitors coming on site as well as risk to staff and service users
 - Clear risk controls inclusive of testing/track and trace in accordance with current applicable guidance
- To minimise any increased risk of Covid 19 transmission
- (iii) Staff
 - Your established staff absence has not increased by over 20%
 - Where you utilise bank or agency staff you conduct, or use agencies that conduct DBS and other background checks to the same level as yourself and that staff are made aware of the special needs of your service users and are familiarised with your health and safety procedures
- (iv) Service users
 - You have not had an outbreak which has resulted in a notification to a statutory body where you have been unable to deliver your services safely or properly as a result of Coronavirus
 - You have reviewed and keep under review all Service User risk assessments and document adjustments where appropriate
 - You have procedures in place to monitor staff to service user ratios to ensure they are maintained
- (v) Business continuity and financial status
 - You do not anticipate a cessation in commissioning or funding in the forthcoming 12 months
 - You have not had a pre-tax loss or negative net worth (share capital plus reserves) in any of the last two complete financial years nor is a pre-tax loss or negative net worth anticipated in the current financial year
 - You are able to pay debts as they fall due
- (vi) Governance
 - You have a COVID-19 strategy or governance plan in place and it is regularly reviewed with outcomes being recorded
- (vii) Regulation
 - Regulatory visits and activity continue as required by the relevant regulatory body
 - There are currently no warnings, enforcement actions or outstanding requirements which might affect future applications of your certificate

3) Service Users

You have confirmed the following:

- (i) You have no current or future plans to exclusively treat or care for people with a positive COVID 19 diagnosis nor do you intend to participate in any specific COVID pathway initiatives or act as a designated setting. If this position changes at any time during the policy period, you must notify us immediately and before you accept any service users with a positive COVID- 19 diagnosis or those who are displaying symptoms of COVID-19, so we can notify your Insurers and ensure that policy cover is not invalidated.

Commercial legal expenses

**Policy summary
Towergate Care**



The purpose of this summary is to help you understand your insurance policy. It sets out the significant features, benefits, limitations and exclusions but does not form part of your policy or contain the full terms of the policy, always refer to the policy wording.

Insurance provider - Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ

Period of insurance - 12 months or as otherwise stated in your policy schedule

Premium - As stated in your policy schedule

Advice and online help - You will have free access to legal, tax and stress counselling telephone advice services by calling the Markel advice line. You will also be able to register for the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP.

Claims notifications – This policy only covers claims notified to us within the period of insurance

Claims handling and notification – Where you have the legal right of freedom to choose, you may choose your own representative provided the representative is appropriate and their charging rate is fair and reasonable. Initial notification of a claim must be made either by writing to us or calling us using the number shown on your schedule: The Claims Department, Markel Legal Expenses Insurance, Interchange, 81-85 Station Road, Croydon, CR0 2AJ., LEIclaimsuk@markel.com

Cancellation - You may cancel this policy within 14 days of insuring with us or receiving policy documents by writing to us, no charge will be made and any premium you have paid will be refunded. After this, you can write to us to cancel the policy if less than 75% of the period has expired and we will refund your premium less the time we have insured you for (plus 20% administration charge). All provided that you haven't made a claim.

Your right to complain - If you are not satisfied you should contact us by writing to: The Customer Services Manager, Markel Legal Expenses Insurance, 20 Fenchurch Street, London, EC3M 3AZ, complaints@markel.com

We will do our best to resolve your complaint but, if you are still not satisfied, you can refer the matter to The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR, Helpline: 0800 023 4567, Switchboard: 020 7964 1000, www.financial-ombudsman.org.uk

Your right to compensation - The Insurer is covered by the Financial Services Compensation Scheme (FSCS). The Insured may be entitled to compensation up to 90% of the claim in the unlikely event the Insurer cannot meet its obligations. Further information about compensation arrangements is available from the FSCS.

Disputes – Any dispute between you and us will be decided by arbitration and subject to the law of England and Wales

The most that we will pay any one claim	Criminal defence: Interview under caution - £2,500 Tax protection: Current tax year enquiry, Court attendance costs - £1,000 All other Sections of cover - £250,000
The most that we will pay for all claims in the period of insurance	£1,000,000
Territorial limits	The United Kingdom of Great Britain and Northern Ireland
Excess any one claim	<p>For our choice of representative Contract disputes - £500 Tax protection (Aspect enquiry) - £1,000 Property Disputes - £0 Regulatory Compliance (Licence Appeals) - £1,000 or 10% of all Legal Expenses whichever is the greater All other Sections of cover - £250</p> <p>If you are able to choose your own representative Contract disputes - £2,000 Licence Appeals - £2,000 or 10% of all costs whichever is the greater All other sections (see Instruction and choice of your representative, Counsel and experts for when this applies) - £1,000</p>
Minimum sum in dispute	Contract disputes - £1,000
Reasonable prospects of success	<p>Your case must have at least a 51% chance of success, unless your claim is made under one of the following sections:</p> <ul style="list-style-type: none"> • Employment disputes - ACAS Early Conciliation • Employment disputes - Employment Tribunals response (ET3) • Employment disputes - Pre-hearing review/Employment status disputes • Criminal defence - Interview under caution • Court attendance costs <p>If there is 50% or less chance of the above we will not provide cover</p>
What is not covered by this policy?	<ul style="list-style-type: none"> • Any costs incurred before we have consented to those costs being incurred • Pre-existing circumstances

Policy benefits/sections of cover	Significant exclusions/limitations
<p>Contract disputes We agree to pay costs in a dispute over:</p>	<p>We will not provide cover:</p>
<p>Contracts for goods and services A contract for the sale, hire or supply of goods and services</p>	<p>Contracts for goods and services</p> <ul style="list-style-type: none"> • Over construction contracts • In disputes below the minimum sum in dispute specified in the policy schedule/indication • Over undisputed debts unless the debt is at least 90 days overdue and You have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date • Over guarantees or warranties • Over contracts you enter into through an agent or which you have taken over from someone else by assignment • Over franchise contracts • In disputes over hire purchase, credit agreements insurance, financial securities and/or grants • Over contracts of employment • Over any tenancy agreement, lease or licence to use land or buildings or the sale of land and or buildings
<p>Criminal defence We will cover costs for your:</p>	<p>We will not cover claims:</p>
<p>Interview under caution Representation (including written submissions) at an interview under caution</p>	<p>Interview under caution Where you are required by the Police to immediately attend an interview under caution at a Police station</p>
<p>Prosecution defence Defence of a criminal prosecution once you receive a summons accusing you of a criminal offence</p>	<p>Prosecution defence</p> <ul style="list-style-type: none"> • Involving a motoring offence, an assault or a sexual offence (unless a not guilty plea is maintained throughout), fraud, dishonesty, criminal damage or tax proceedings • For your employee, director or a partner of your business if charged under the Corporate Manslaughter or Corporate Homicide Act 2007 • Caused by seepage, pollution or contamination of any kind
<p>Employment disputes Cover for costs of representation in defence of an employment dispute at a/an:</p>	
<p>ACAS Early Conciliation To take part in the process</p>	
<p>Employment Tribunal response (ET3) To enter a response to a claim (ET1)</p>	
<p>Pre-hearing review/employment status disputes To decide the employment status of a worker alleging to be an employee</p>	

<p>Employment Tribunal hearing Preparation for the hearing or negotiating settlement</p> <p>County or High Court proceedings Representation or negotiating a settlement</p>	<p>Employment Tribunal hearing / County or High Court proceedings only We will not cover you if you have not followed either:</p> <ul style="list-style-type: none"> • The advice of the Market advice line at the following times: <ol style="list-style-type: none"> 1. Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an employee's contract of employment which may be unfavourable to the employee 2. When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an employee against action you have taken against them 3. When an employee resigns or walks out after expressing verbal or written dissatisfaction <p>or</p> <ul style="list-style-type: none"> • The ACAS code of practice on disciplinary and grievance procedures where applicable
<p>Employment compensation awards Cover for basic and compensatory awards provided to you, currently have a claim accepted under Employment Tribunal hearing:</p> <p>Awards of compensation Compensation you are ordered to pay by a Tribunal</p> <p>Settlement of a dispute Compensation agreed by us in settlement of a dispute</p> <p>Tribunal fees Tribunal fees you are ordered to pay by the Tribunal or Tribunal fees as agreed in a settlement</p>	<p>All of Employment compensation awards We will not cover you if the Employment Tribunal ordered you to reinstate an employee and you failed to do so</p>
<p>Tax protection Cover for costs in representing you before HMRC in respect of a/an:</p> <p>Aspect enquiry HMRC formal notice to carry out an aspect enquiry into part(s) of your income or tax return</p> <p>Full enquiry HMRC formal notice to examine all your financial records of income and corporation tax</p> <p>National Insurance and PAYE disputes HMRC dissatisfaction with P11Ds or P9Ds or PAYE or NIC affairs after employer compliance visit</p> <p>Current tax year enquiry Schedule 36 inspection of business records, assets and premises</p> <p>VAT disputes Alleged failure to pay VAT</p>	<p>All of Tax protection We will not cover enquiries where:</p> <ul style="list-style-type: none"> • There is not a reasonable prospect of reducing the liabilities alleged by HMRC • Your tax return is more than 90 days late or wholly provisional figures are used • There is an allegation of fraud, tax avoidance or the defence of a criminal prosecution • National minimum wage or living wage are alleged not to have been paid

Property and landlord and tenant disputes	
We will cover costs to obtain damages or other legal remedy for:	We will not cover you for disputes:
Property disputes <ul style="list-style-type: none"> • Trespass on your property • Nuisance affecting your property • The defence of another's claimed right of way over your property • Your use of a right you have over another's property as recorded in your title documents • Pursuing another for physical damage to your property 	Property disputes <ul style="list-style-type: none"> • Over a contract (other than title documents) • Where another party's argument is that they own some or all of your property • Where rights have arisen through your use or occupation over a length of time
Disputes with your landlord <ul style="list-style-type: none"> • Your landlord's failure to maintain or repair your property as required by your lease or tenancy • An allegation by your landlord that you failed to maintain or repair property as required by your lease or tenancy • The defence of a demand for dilapidations at the expiry of your lease or tenancy • The defence of an attempt by your landlord to end your lease or tenancy early and remove you from your property 	Disputes with your landlord Arising out of your failure or alleged failure to pay any money to your landlord, unless payment was withheld due to your landlord's failure to maintain or repair your property
Disputes with your tenant <ul style="list-style-type: none"> • Your tenant's failure to maintain or repair your property as required by your lease or tenancy • An allegation by your tenant that you failed to maintain or repair property as required by your lease or tenancy • Pursuing your tenant for disputed dilapidations at the expiry of your lease or tenancy 	Disputes with your tenant Over dilapidations unless you have served a notice of dilapidations to your tenant and you have an independent expert valuation of the dilapidations
Eviction The eviction of your tenant, employee/ex-employee following the expiry of the tenancy or licence granted for the use of property	Eviction Where you have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the property
	All of Property and landlord and tenant disputes <ul style="list-style-type: none"> • Over a contract unless it is a tenancy, licence or leasehold agreement • Where you will not suffer a financial loss or a reduction in property value • Where you have not made a claim under a more suitable insurance policy • Over planning or building decisions or compulsory purchase orders or works under the order of any government authority • Over the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property • Caused by seepage, pollution or contamination of any kind
Regulatory compliance We will cover you for costs (or Compensation for Data protection compensation) for a/an:	We will not cover you for:

<p>Licence appeals Appeal against a decision taken by the relevant authority to suspend, revoke, alter or not renew an existing statutory licence</p>	<p>Licence appeals</p> <ul style="list-style-type: none"> • Appeals arising from a change in the law or regulation • The costs of complying with a notice/order • Claims involving driving or property licences or where you have failed to comply with recommendations or warnings from your regulator
<p>Data protection defence Defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)</p>	
<p>Data protection compensation Compensation as a result of holding, losing or unauthorised disclosure of data</p>	<p>Data protection compensation The party you are in dispute with has not suffered a specific financial loss</p>
<p>Court attendance costs We agree to pay:</p>	<p>We will not cover you for:</p>
<p>Jury service The amount of money you pay your employee, director or partner each day they attend jury service at a court, less any recovery from the court</p>	
<p>Witness attendance allowance The cost of your employees attending court as witnesses on your behalf provided that at the time of a claim under this section you have an accepted claim for this court appearance under this policy</p>	<p>Witness attendance allowance</p> <ul style="list-style-type: none"> • Expert witnesses • Salaries or wages • Costs which could be claimed from a prosecuting authority
<p>Employee extra protection We agree to pay costs:</p>	<p>We will not cover claims:</p>
<p>Pension trustee defence To defend directors / partners in civil proceedings caused by their alleged conduct as a trustee of a pension fund set up for the benefit of employees</p>	
<p>Wrongful arrest To defend civil legal proceedings against your employee/ directors/partners in respect of allegations of detaining someone against their will</p>	<p>Wrongful arrest Where allegations were made by a worker/ex-worker</p>
<p>Personal injury For your employee/directors/partners to pursue a damages claim for physical bodily injury suffered whilst carrying out the business activity which was caused by the act of another party</p>	<p>Personal injury</p> <ul style="list-style-type: none"> • Where the legal case is or may be against you • Injuries suffered on your property
<p>Court attendance costs We agree to pay:</p>	<p>We will not cover you for:</p>
<p>Jury service The amount of money you pay your employee, director or partner each day they attend jury service at a court, less any recovery from the court</p>	
<p>Witness attendance allowance The cost of your employees attending court as witnesses on your behalf provided that at the time of a claim under this section you have an accepted claim for this court appearance under this policy</p>	<p>Witness attendance allowance</p> <ul style="list-style-type: none"> • Expert witnesses • Salaries or wages • Costs which could be claimed from a prosecuting authority

Markel Legal Expenses Insurance

20 Fenchurch Street, London, EC3M 3AZ Tel: 0345 350 1099

LEIsalesuk@markel.com

www.uk.markel.com



Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company Limited, registered in England and Wales No: 00966670. VAT number 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

Markel International Insurance Company Limited is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202570.



POLICY SUMMARY

Homecare Insurance

 **towergate**
insurance

This policy information does not contain full details and conditions of your insurance – these are located within your policy.

We are keen to work in partnership with you and avoid any misunderstandings.

This is a summary of the Homecare Insurance policy for members of care professions who deliver a range of personal care and support services to individuals mainly in their own home. The summary does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you make a fair presentation of the risk to us and read the policy document carefully when you receive it.

Insurance Providers

Sections 1 to 8, & 10

This insurance is underwritten Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ.

Section 9

This insurance is underwritten Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. Claims will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

Duration of Contract

The standard duration of this non-investment insurance contract is 12 months from the start date of your policy schedule.

Insurance Cover

Our policy can provide cover for Contents, Business Interruption, Money, Loss of Registration, Liabilities, Personal Accident, Fidelity Guarantee, Director's and Officer's Liability, Legal Expenses, Buildings or Tenants improvements.

Please refer to your policy schedule or quotation for your selected cover, sum insured and inner limits provided.

The maximum amount we will pay is the sum insured shown within your policy wording or on the policy schedule.

Conditions

- You must at all times keep the sums insured at a level that represents full value, failure to comply with this may jeopardise your claim or cover.
- If at the time of any loss or damage the value of the Property Insured under any item is greater than its sum insured the insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the loss accordingly.
- You must take all reasonable precautions to prevent or remedy occurrences which may give rise to loss, damage or destruction and to comply with relevant requirements, regulations

and legislation.

- Minimum standards of security apply to this policy and are detailed in the policy wording.
- You must notify Us prior to or immediately if, during the Period of Insurance if there is any alteration in Your ownership of the Business, or if there is any alteration to the detailed in the schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or alteration of the policy, which materially increases the risk of loss or Damage as insured by this Policy. This may include but is not limited to alterations:

a) In or to the Business

b) Due to the Business being wound up or carried on by a liquidation or receiver or permanently discontinued,

c) Due to its disposal or removal,

d) In respect of which Your interest ceases except by operation of law,

e) In respect of the risk of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the premises.

f) If the building/premises become unoccupied.

- Notify the Insurer of any claims as soon as practical
- We may not pay your claim for fire if you fail to maintain the fire extinguishers at the premises, or fail to comply with regulations on the cleaning and maintaining of frying and cooking equipment.
- Filters and ducting must be cleaned as necessary (at least annually) and you must carry out inspections at least monthly.

General Policy Exclusions and Limitations

Coronavirus

(Not applicable to Section 5 Liabilities, Cover 1 - Employers Liability and Cover 2 - Public Liability Products Liability other than professional indemnity special extension)

We will not cover any claim for any loss that is caused by or arises in any way from

- (a) Coronavirus (COVID-19)
- (b) severe acute respiratory syndrome Coronavirus (SARS CoV-2)
- (c) a mutation or variation of loss (SARS CoV-2)
- (d) a threat fear or likelihood of infection with any of (a), (b) or (c) above

Communicable Disease

(applicable to Section 1 – contents, Section 2 – business interruption and Section 10 – buildings or tenants' improvements)

We will not pay you for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or damage in any way caused by or resulting from

- (a) an infectious or contagious disease
- (b) any fear or threat of an infectious or contagious disease regardless of whether this is actual or perceived
- (c) any action taken to minimise or prevent an infectious or contagious disease

Communicable disease

(applicable to Cover Section 2 – Public Liability Products Liability other than professional indemnity special extension of Section 5 - Liabilities)

Under Section 5 Liabilities, Cover 2 Public Liability Products Liability we will not cover any claim for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above

- any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means from the sooner date at which:
 - o any travel advisory or warning is imposed by any domestic or international government or local authority, or
 - o quarantine or restriction in movement of people or animals is imposed by domestic or international government or local authority, in relation to that communicable disease.

Excesses

Deterioration of Stock	£50
Employees Personal Effects	£50
Glass	£100
Fidelity Guarantee	£250
Public Liability (Third Party Property Damage)	£250
Subsidence	£1,000
Professional Indemnity	The greater of 10% and the first £250 of the total of each claim(The maximum amount for the Deductible shall not exceed £25,000)
Legal Expenses – Refer to Legal Expense Schedule	
Any Other Claims (where applicable)	£150

Unusual Exclusion

Claims involving or relating to Mould are not covered by this policy.

Features and Benefits

Section 1 – Contents

What is covered?

Includes business contents, plus the personal belongings of directors, partners and employees.

Covers a range of insured events such as theft, fire, malicious damage, storm, escape of water and impact.

Accidental damage included as standard.

Standard Cover £25,000. This limit can be increased upon request. Standard Excess £150.

Limit employees' personal belongings £1,000 per person.

Limit employees' personal money £100 per person.

Limit on works of art £5,000.

Extensions include

Contents covered while temporarily removed for cleaning renovation repair or other similar purposes elsewhere within the Geographical Limits

Theft damage to the premises up to £25,000

Property away from the premises/anywhere within the Geographical limits up to £5,000 any one period of insurance

Theft of keys up to £2,500 any one period of insurance

Trace and access up to £50,000 any one claim

Includes accidental damage to fixed glass, sanitary fixtures and signs.

The reasonable costs incurred in replacement of customers keys following loss or damage.

Includes cover following the breakdown of your computer equipment and loss of electronic data whilst at your premises in the UK.

What is not covered

If your sum insured is inadequate, any claim payment may be reduced in proportion to the amount of under-insurance.

Breakdown or loss of data as a result of wear and tear, or computer virus is excluded from the policy.

Property in the open or otherwise removed from the buildings except as specifically stated elsewhere in the policy.

Damage to the property caused by wear and tear.

Pollution not otherwise included under insured events.

Section 2 – Business Interruption

What is covered?

Two cover options are available.

Cover A is on an Increased Cost of Working basis which follows a damage claim under the Contents and/or Buildings sections. A standard limit of £50,000 applies which can be increased on request.

The following extensions are also included:

Prevention of Access trading losses are covered following access to, or use of the premises, being prevented or hindered by physical loss or damage to neighbouring property.

Public Utilities – Damage by an insured event at any of your electricity, gas, water, telecommunications or internet services provider. Limit £25,000 in any one period of insurance.

Customers and or Suppliers – damage by an insured event at the site of your customer or supplier within the Geographical Limits. Limit £25,000 any one incident.

Cover B is on a Loss of Gross Revenue basis (optional) and includes all Extensions under Cover A plus:

Prevention of Services – trading losses cover following access to the premises and/or the premises of your service users being prevented by physical loss or damage.

Infectious Disease Murder Food Poisoning Defective Sanitation Vermin - Covers the loss of revenue if restrictions are imposed on the use of your premises by the local authority, government or police following an occurrence of

- legionella or food poisoning,
- the discovery of vermin or pests,
- an accident causing defects in the drains or other sanitary arrangements
- any occurrence of bomb scare

Any occurrence of murder or suicide

Limit £25,000 any one loss or any one period of insurance.

Excursions - Covers fatal injury to service users arising directly out of a road traffic accident whilst travelling on a motor vehicle excursion organised by and supervised by the Insured or authorised employee. Limit £25,000

Lottery Winners - Covers the interruption to your business following a syndicate win on the National Lottery which results in three or more of your employees permanently leaving within seven days of such win. Limit one twelfth of the annual gross revenue.

Temporary Employees - Covers the cost of wages paid to temporary employees hired solely to replace members of staff who have suspended in accordance with CQC regulations as a direct consequence of an accusation of abuse. Limit £ 5,000 any one period of insurance.

What is not covered

Excludes restrictions of use less than 4 hours or more than 3 months or any period when access to the premises was not prevented or hindered.

Excludes any loss arising from damage caused by; the deliberate act of a supplier, strikers, failure of any satellite, atmospheric or weather conditions. Cover is conditional upon a time delay of at least 24 consecutive hours.

Excluding the premises of any supply undertaking from which you obtain electricity, gas, water or telecommunications services

Excludes restrictions of use less than 4 hours or any period when access to the premises was not prevented or hindered.

Excluding the first seventy two hours or losses occurring over 3 months after the event begins.

The suspension shall be due solely to CQC regulations. The maximum period of payment shall be 5 weeks per employee.

Section 3 – Money with Assault Benefit

What is covered?

Insured up to the limits shown in the Schedule.

Covers loss of money including personal money happening during the period of insurance within the Geographical limits.

Cover for injuries to staff and volunteers arising from assault whilst working for the business.

Cover extends to include fraudulent use of credit or debit cards that are used in connection with the business.

Reasonable and necessary costs of protecting an individual's interests following a theft of identity for the purpose of obtaining credit. In addition to protecting the business, includes the proprietor and/or any director, partner or resident employee at the premises in their individual capacity.

Limits & What is not covered

Non-negotiable money e.g. cheques £250,000
In the premises in business hours £5,000
In transit & in bank night safe £5,000
In any locked safe £5,000
In any unattended buildings on premises £500

£25,000 for death or loss of limb(s) or eye(s) or permanent disablement
£250 per week for temporary total disablement.
£15 per week for temporary partial disablement. £20 a day for hospital benefit, maximum £200 in all £500 for personal effects.

Limit £300 for all fraudulent use claims in any one period of insurance.

Limit £3,000 for all identity theft claims in any one period of insurance.

Section 4 – Loss of Registration

What is covered?

This section covers the reduction in the value of the business following cancellation of the registration. Limit £100,000

What is not covered

Excludes any cause in your direct control.

Section 5 – Liabilities

What is covered?

Employers Liability

Covers your legal liability for up to £10,000,000 to employees injured in the course of their employment. Includes volunteers.

Public and Products Liability

Covers your legal liability for accidental injury to children, parents or other third parties, and damage to their property.

Includes cover for the administration of prescribed medicines/drugs, first aid, and supervised outings.

The standard Limit of Indemnity is £10,000,000

Professional Indemnity Extension

Covers your legal liability for a breach of your professional duty. This Extension is on a 'claims made' basis.
The standard Limit of Indemnity is £2,000,000

What is not covered

Fines and Penalties

Fines and Penalties Any

punitive damages

Damage to property where there is a requirement to arrange a JCT contract or similar.

Any manual work or contract outside the European Union

Any Products exported by you to the United States of America or Canada

Fines and Penalties

Any infringement of Patent, Copyright, Design, Trademark or other intellectual property right.

Section 6 – Personal Accident

What is covered?

Covers any employed member of the care and support staff against accidental injuries, 24 hours a day, anywhere in the world.

Limits & What is not covered

Limits

For employees:

£30,000 for death, loss of limb(s) or sight, or permanent total disablement.

£100 per week for temporary total disablement.

Cover is excluded for persons younger than 16 and older than 75 years of age.

Any psychological or psychiatric condition and self-inflicted injury

Section 7 – Fidelity Guarantee

What is covered?

Covers loss of your money or property through the dishonesty of employees.

Includes the costs of professional auditors to substantiate the amount of your claim

Limits & What is not covered

The maximum amount payable is £25,000 in any one period of insurance. Higher limits are available on request.

Excluding fines or penalties.

Excluding loss resulting from any credit arrangement, false accounting, or trading in securities or commodities and the like unless due to an employee's dishonesty where the employee makes an improper financial gain.

Loss based on, arising from or attributable to any errors and omissions committed or omitted by the Insured or Employee of the Insured

Loss caused by or involving any person who owns or controls more than 10% of the Insured's issued share capital

Section 8 – Directors' & Officers Liability

What is covered?

Covers your legal liability as director or officer of the company resulting from an error or omission, breach of duty or other matter whilst acting in such capacity for the company. Includes liability arising from Employment Law violations

Limit £25,000

What is not covered

Cover applies only to claims made during the period of insurance

Any dishonest or fraudulent act or intentional breach of law.

Section 9 – Legal Expenses

Please refer to separate Legal Expenses summary document

Section 10 Buildings or Tenant's Improvement Extension

What is covered?

Covers buildings at your premises for a range of insured events such as fire, malicious damage, storm, escape of water, impact and accidental damage.

Your sums insured are increased by index-linking until settlement of the claim, but you must ensure sums insured are adequate at the outset.

Includes extensions and renovations (limit £100,000) of which you will need to notify us prior to the event.

Buildings

The buildings of the Premises including landlords fixtures and fittings walls gates and fences outbuildings extensions annexes gangways car parks yards paved areas drives and swimming pools with associated apparatus

Tenants Improvements

Improvements and decorations to Your property or for which You are responsible at the Premises

What is not covered

The most we will pay is the sum insured which must be selected by you.

You must tell us about extensions and renovations as they are a material fact which may change our view of the risk to be insured. In most cases we can continue to offer cover but we may ask for additional protections to be put into place. You do not need to tell us about general repairs or redecorating that does not involve the use of scaffolding.

Damage to the property caused by wear and tear.

General

Cancellation period

You are free to cancel this policy at any time, please note however you may not be entitled to any refund of premium.

Important

This policy is a legal contract between You and Us but designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception, renewal and variation of the policy. Your proposal, the statement of fact, the schedule, Your policy and any Endorsements shall be considered as one legal document.

It is important that You read all Your documents carefully and let us know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete.

Important Helplines

01438 739 731 All claims other than Legal Expenses

0370 609 2393 Legal Advice Line

0345 350 1099 Legal Expenses

0345 074 2799 24 Hour Stress Counselling Helpline

Claim notification

When an event occurs that may give rise to a claim, you should contact the above number.

Please see the Claims Conditions for details of your responsibilities in the event of a claim or an occurrence that may result in a claim. It is important that you comply with all Policy conditions and you should familiarise yourself with any action required. Please ensure that you quote your Policy Number (which appears on your Policy Schedule).

Making Yourself Heard

Any complaint you may have should in the first Instance be addressed to Towergate. If the complaint is not about the service you received **from** Towergate, we will forward your complaint to the relevant department of the Insurer who will then proceed to correspond with you directly. If we or the insurer are unable to resolve your complaint, you can approach The Financial Ombudsman Service.

Referral to the Financial Ombudsman will not affect your right to take legal action. Full details of addresses and contact numbers can be found within the policy wording.

Financial Services Compensation Scheme (FSCS)

Towergate Insurance, a trading name of Advisory Insurance Brokers Limited, and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet Our obligations, You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at: www.fscs.org.uk

Your Right to Complain

We are dedicated to providing you with a high-quality service, and want to maintain this at all times. If you feel that we have not offered you a first class service or you wish to make an enquiry regarding this insurance, please contact the intermediary who arranged this insurance for you or the manager of the branch of the company which issued your policy.

If you are dissatisfied with the final response to your complaint the Financial Ombudsman Service (FOS) may be approached for assistance in certain circumstances. A leaflet explaining its procedure is available on request.

The FOS's contact details are:

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange

Square London

E14 9SR,

Phone: 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

This complaint procedure is without prejudice to your right to take legal proceedings

Financial Services Compensation Scheme

In the unlikely event of us being unable to meet our liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme.

Their contact details are:

Financial Services Compensation

Scheme 10th Floor

Beaufort House

15 St Botolph Street

London

EC3A 7QU

Tel: 0800 678 1100 or +44 (0)20 7741 4100

Towergate Insurance

Kings Court, London Road,
Stevenage, Herts SG1 2GA Tel:

01438 739739

Email: **Caredivision@towergate.co.uk**

Website: **www.towergateinsurance.co.uk**

Towergate Insurance is a trading name of Advisory insurance Brokers Limited.
Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD

Advisory insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's Website at www.fca.org.uk/register or by contacting them on 0800 1116768

Version: 03-2024_V2



As a professional operating within the Care sector, it is important that you understand all potential risks that you and/or your company could be exposed to.

Please see below a summary of some of the insurance covers that are available to you. In order to ensure you are fully protected and not left exposed to potential losses, we would strongly advise that you consider taking out the following covers where applicable if you do not have these in place:

Cover	What it protects you against
Professional Indemnity	Protects you/your business against action taken against you such as complaints and/or legal proceedings as a result of mistakes, negligence and breaches of professional duty.
Business Interruption Underinsurance	Business interruption underinsurance poses a significant shortfall and financial loss to your business if you are not back to full trading by the end of your indemnity period.
Cyber and Data	Covers losses relating to damage to, or loss of information from IT systems and networks as a result of a cyber and data security breach such as a cyber-attack.
Terrorism	Cover loss or damage as well as any resultant loss of income in the event that you or your business are impacted as a result of a terrorist attack.
Management Liability	Protects the personal wealth of directors and management staff from legal costs and awards in defending claims made against them including those from former employees for alleged breach of contract and employment law.
Property Owners Insurance	Provides cover for loss or damage to the properties owned, that could include landlords along with protection against loss of rental income. Will generally include for property Owners Liability.
Excess of Loss Policies (Liability top up)	Provides cover if an increased limit of indemnity is required for a liability policy if you are unable to increase the limit on the current policies that you hold.
Risk Management Consultancy	Bespoke services include Health & Safety, Employment Law, HR, Business Continuity, Training and much more.



Our service terms

Contents

Important Information and Terms of Business	62
1. What this document is for	62
2. Who we are	62
3. The services we offer	63
4. What we charge and how we get paid	64
5. Your disclosure responsibilities	65
6. Paying for your insurance policy in full	66
7. Paying for your insurance policy in instalments	66
8. Cancelling or making mid-term changes to your insurance policy	67
9. Making a claim or reporting a potential claim against your insurance policy	67
10. Renewing your insurance policy	68
11. How we hold your money	68
12. Conflicts of interest	69
13. Confidential information	70
14. Use of personal data	70
15. Financial crime	71
16. Complaints and compensation	72
17. Financial Services Compensation Scheme	73
18. Limitation / Exclusion of liability	73
19. Termination of these Terms	74
20. No waiver or amendments and our right to assign	75
21. Insurer solvency	75
22. How to contact us	75
23. Third party rights	76
24. Severability	76
25. Governing law	76

Important Information and Terms of Business

1. What this document is for

- 1.1 This document sets out the terms on which we agree to act for you when we are instructed to provide services to you. We will refer to it as the “Terms”.
- 1.2 A “Consumer” is a customer that is an individual who enters into an insurance contract wholly or mainly for purposes unrelated to their trade, business or profession. A “Commercial Customer” is a customer who is not a Consumer. For the purpose of these Terms, you are a Commercial Customer.
- 1.3 In the absence of your express acceptance of these Terms, if you continue to instruct us to provide services to you, we shall be entitled to treat the provision of such instructions as your agreement to be bound by these Terms.
- 1.4 If you do not wish to be bound by these Terms then you should not instruct us to set up, renew or otherwise deal with your insurance needs.
- 1.5 We recommend that for your own benefit and protection you should read these Terms carefully as they contain details of our statutory and regulatory responsibilities and your contractual obligations. It is a legal document, but we have tried to make it as easy to read as possible. If there is anything in these Terms that you do not understand please ask us for further information.
- 1.6 These Terms replace all proposals and prior discussions and representations, whether oral or written, between us relating to our appointment as your agent in connection with the setting up and managing of your insurance.

2. Who we are

- 2.1 In these Terms references to “we” or “us” are to the firm whose details are set out in the covering letter or report that accompanies these Terms. We are an independent insurance intermediary – this means we are not owned by an insurer, and we do not insure you, but work as the link between you and the insurer to set up your insurance.
- 2.2 We are part of the Ardonagh Group (www.ardonagh.com).
- 2.3 We are authorised and regulated by the Financial Conduct Authority (“FCA”). Our details can be found on the covering letter that accompanies these Terms and can be checked on the FCA Register at the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.
- 2.4 Our FCA authorisations mean that we are allowed to:
 - recommend insurance policies;
 - set up insurance policies;
 - assist with the managing of insurance policies,
 - all in connection with general insurance; and

- act as a credit broker for introducing customers who wish to pay for their premiums by monthly instalments to lenders or other finance providers.
- 2.5 Certain parts of the Ardonagh Group act as a managing general agent. This means that parts of the Group have been given authority from insurers to perform a range of services on their behalf and for these services we may receive commission and/or fees from those insurers. These services can include the managing of insurance policies, the handling of claims for certain classes of business and, in some instances, agreeing and issuing insurance contracts on behalf of those insurers.
- 2.6 The Ardonagh Group also includes business units which act in the capacity of manufacturer/co-manufacturer including pricing, design or development of insurance policies on behalf of insurers. Such products may be marketed as products of the Ardonagh Group, but will always be placed with an insurer outside of the Ardonagh Group.

3. **The services we offer**

- 3.1 Our services will normally include:
- assessing your insurance needs;
 - recommending an insurance solution to meet those needs;
 - on your instructions, setting up insurance cover with insurers;
 - issuing policy documentation to you;
 - helping you with any ongoing changes you wish to make to your insurance; and/or
 - helping you make a claim.
- 3.2 We will try to ensure that the products or services we offer you match your stated requirements. We will try to identify your insurance needs based upon information which you provide to us. If we cannot match your requirements, we will explain the differences in the product or service we can offer you and will aim to provide you with enough information so you can make an informed decision about your insurance. Where we are not providing advice or a recommendation, we may ask you some questions to narrow down the selection of products we will provide details on. You will then need to make your own choice about how to proceed.
- 3.3 We will explain the main features of the products and services we offer you, including details of the insurer, the main details and benefits of cover, any unusual restrictions or exclusions, any significant conditions or obligations which you must meet, and the period of cover.
- 3.4 If you need extra time to consider the products or services we have offered you, we will try to:
- confirm how long you have to accept the insurance on the terms we have offered;
 - give you a written quote if you request one, including all the information we believe you need to make an informed decision; and/or
 - provide you with a sample policy if you ask for one.
- 3.5 We might provide some of the services through other members of the Ardonagh

Group.

4. **What we charge and how we get paid**

- 4.1 We may receive remuneration in respect of the placement, or renewal, of your insurance in the form of fees paid by you, in addition to the premium and/or commission agreed with insurers and forming part of the premium paid by you.
- 4.2 We will provide you with information on the nature and amount of the fees we charge before placing, or renewing, your policy, and will also on request provide details of the commission we earn for that placement or renewal.
- 4.3 We may also charge you an administration fee for making a change to, or for cancelling, your insurance policy. The amount of such fee will be confirmed in writing to you prior to the change to your policy being made or cancellation of your policy.

Additional services

- 4.4 We may carry out services other than the placement, renewal, administration or cancellation of your insurance. Where we have agreed with you to provide such additional services, we shall be entitled to charge a fee. The amount of such fee will be confirmed in writing to you prior to such service being provided.
- 4.5 We shall also be entitled to charge travelling or other expenses where the additional services are performed other than at our offices. Unless otherwise stated by us in writing, any fees or expenses payable to us shall be exclusive of VAT and, and if applicable, shall be payable by you in addition to such fees and expenses.

Other earnings

- 4.6 We may receive payments from insurers with whom we have arranged your insurance or from other third parties in connection with the insurance arranged for you, including:
- where agreed by the insurers, we will obtain additional payments or fees from them for services we provide for them which are unconnected with any specific customer transaction;
 - if the type of policy we sell reaches the specific sales and/or profitability targets set by the insurers, they may also pay us an additional bonus;
 - referral fees where you have agreed to additional third party services (including, without limitation, valuation services), which are related to the insurance set up for you, and where such fees have been agreed by those providers;
 - where you have taken out a finance agreement to pay for your insurance policy, commission from the lender which will usually be calculated as a percentage of the total annual amount of credit financed; and
 - interest and investment returns when we temporarily hold money on behalf of you or the insurer.
- 4.7 Where our underwriting division or another Ardonagh Group company are involved in placing and/or servicing your insurance business, the remuneration which we or they receive in connection with such services is separate from the commission or fees which we receive as your broker. For the avoidance of any doubt any remuneration received by our underwriting division or such other Ardonagh Group

company in connection with such services shall be retained by our underwriting division or such other Ardonagh Group company. Further, where we have agreed in writing to waive the commission or fees which we would have received as your broker, such waiver shall not apply to remuneration earned by our underwriting division or such other Ardonagh Group company.

- 4.8 **You have a right to request information regarding any payment that we may have received by setting up and renewing each of your insurance policies. For contact information, please use the contact details on the letter or report that accompanies these Terms.**

Our fees & commission are non-refundable even if you cancel your insurance policy.

- 4.9 Unless otherwise stated in writing by us prior to placing or renewing your insurance policy, we will be entitled to retain all fee and/or commission payments made to us, and claim from you any unpaid fees and/or commission we earn, in relation to your insurance policy including any commission resulting from any additional premium payable during your cover period. The circumstances in which this applies includes where the actual period of insurance is less than the full term, or you terminate these Terms before the expiry of any policy arranged by us on your behalf.

5. **Your disclosure responsibilities**

- 5.1 It is important that you tell us everything about you and what you want to insure, including any specific concerns that led you to seek cover.
- 5.2 The law requires that you make a “fair presentation” of the risk to insurers. To do this you need to undertake a reasonable search for and disclose all information that may be material to the insurance. This includes, but is not limited to, making specific enquiries of partners, directors and senior management involved in the business and its subsidiaries, and other people inside and outside your organisation who may have material information, and to answer all the questions we ask you accurately and to the best of your knowledge and ability.
- 5.3 You must tell us of anything that may be relevant or important for insurers to know so that they can make decisions on whether to offer cover, the type of cover to offer, the terms to be applied and the required premium. If you don’t do this and a relevant piece of information is missed then your cover may be prejudiced or become void, you may be charged a higher premium, or have claims reduced or not paid at all.
- 5.4 For example, you are required to inform us of any different, special or any unusual aspects of your business activities in comparison to what would be considered ‘typical’ for your trade, business or profession. Also, if anything changes from what you have previously advised to us you are required to let us know so that your insurers can be advised.
- 5.5 If you are in any doubt or need further information please tell us or speak to your usual Towergate contacts (see “How to contact us” at paragraph 23 below).

6. Paying for your insurance policy in full

- 6.1 Unless you arrange to pay for your insurance policy by monthly instalments (see paragraph 7), our payment terms are as follows:
- new policies – full payment of premium and fees on or before the start date of the insurance policy;
 - mid-term adjustments to existing policies – full payment of any additional premium and fees on or before the date the change applies from; and
 - renewals – full payment of premium and fees before the renewal date.
- 6.2 We normally accept payment by bank transfer, debit or credit card, or monthly instalments. If we haven't already given you the relevant details, they are available on request.
- 6.3 If you fail to pay any premium or other fees due within the payment terms, your insurance policy may be cancelled from the start date or renewal date (as relevant) and any claims submitted may be rejected. Where you still owe payments, you will also be liable for any extra costs incurred to recover the outstanding amount owed.

7. Paying for your insurance policy in instalments

- 7.1 We cannot advise or recommend how you should pay for the insurance policies we arrange for you, but you may prefer to pay for your insurance in instalments as part of a credit agreement. We can offer you the option to do this through a third-party provider.
- 7.2 Any third party finance provider is not part of the Ardonagh Group but is a separate entity authorised and regulated by the Financial Conduct Authority. If you do choose to pay your premium by instalments we will provide you with further information about your credit agreement and other important information within a document headed "YOUR PREMIUM INSTALMENT PLAN – What you need to know". Every effort will always be made to provide you with enough information, but please contact us if we can clarify anything for you.
- 7.3 We will only pass your details to a third party finance provider if you give us an instruction to do so. If your application for credit is accepted, you will receive a welcome letter, pre-contractual information, and a credit agreement. It is important to take the time to read the information sent by the third party finance provider and if you have any questions about the agreement you can contact us or the provider directly.
- 7.4 Where you are paying for your insurance by instalments as part of a credit agreement and an instalment payment is not received on or before the date when it is due to be paid, you agree that if we are instructed to do so by the third party finance provider, we may on your behalf instruct the insurer to cancel your insurance policy (or where the first instalment payment has not been received, notify the insurer that the insurance policy has not been taken up). You also agree that we may offset any refund of premium which may be received against any money which you owe to us and/or to the premium finance provider under your credit agreement with it. In such circumstances you will remain liable for any sums due in respect of the time your insurance policy is in place or for any other charges that may arise. You will

also be responsible for putting in place any alternative insurance.

8. Cancelling or making mid-term changes to your insurance policy

- 8.1 Please note that cancellation rights vary between insurers and you should check your policy documentation if you are considering cancelling your policy. To exercise your right of cancellation, you can contact us either by telephone, email or letter, in each case in the manner and within the time limits set out in your policy documentation. If you exercise your right to cancel your policy your insurer will, as a minimum, charge you for the period during which you were covered, and other charges (such as an administration fee) may be applied to cover the insurer's and our costs in arranging the cancelled policy.
- 8.2 Be aware that some insurers do not offer any refund of premiums for cancelled policies.
- 8.3 Where you cancel your policy or where you request a mid-term adjustment which reduces the cover provided under the policy, we may charge you for our time and costs. This will result in us reducing any amount we refund to you by the full amount of the commission and fees we would have received had you not cancelled or amended your policy. This is because the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers you. These costs are recovered through the commission or fees we earn. If you cancel your insurance policy, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge we make will not exceed the cost of the commission and fees that we would have earned. Where the amount of the refunded premium is less than £10 (per policy) we will retain such amount, but where a mid-term adjustment or cancellation charge is made we will set it off against such charge. This paragraph does not otherwise affect any cancellation/refund rights which you may have.

9. Making a claim or reporting a potential claim against your insurance policy

- 9.1 If you wish to make a claim or report a potential claim, please follow the instructions provided with your policy documentation, quoting your insurance policy number or other reference given to you.
- 9.2 If we need to be notified as well as, or instead of, your insurance company, we will have provided you with details and a telephone number at the time we sold you your insurance policy and/or in the documentation you received from us.
- 9.3 For some policies, insurers give us authority to act on their behalf in settling claims. In this case we will seek your permission for us to deal with such a claim.
- 9.4 It is essential that you notify us promptly if you find out about something that may mean a claim is made against your insurance policy. You must do this even if you do not believe you are responsible. If you do not tell us straight away your insurer might refuse to accept a claim. If you receive any communication making allegations which could mean a claim is made against your insurance policy, you must pass it to us immediately, without replying to the person who sent it.

10. **Renewing your insurance policy**

- 10.1 We will write to you before the end of your insurance policy explaining what you need to do and, if we can renew your insurance policy, we will send you details of the cost and terms.
- 10.2 We may automatically renew the insurance policy where you have given us authority to do this to make sure you remain continuously insured. If we do, we will use the payment method you have provided to us. You can ask us to stop taking payments automatically or change your payment method at any time by contacting us.
- 10.3 If you do not tell us that you do not want to renew your insurance policy through us, we may assume, that you need us to renew the policy to protect your interests relating to what you have insured. We are not under an obligation to renew your policy in these circumstances, but if we choose to do so, you will be liable to make payment to us and/or your insurer. In addition, if you pay for your insurance policy by direct debit or instalment payments, we will continue to accept payment from you unless and until you specifically notify us or your insurer that you wish to cancel your insurance policy.

11. **How we hold your money**

- 11.1 Premium(s) and any other monies we may hold on your behalf, for example refund premiums and claim cheques received from an insurer, will be held in trust (by us on your behalf, separately from our money) until they are paid by us to your insurer or to you. This may be a statutory or a non-statutory trust account operated in accordance with FCA CASS 5 rules. In some cases, we act on behalf of insurers and in these instances we hold money as insurer money (meaning it belongs to the insurer even while we're holding it). In these instances, we will hold any premiums that you pay to us as an agent of the insurer and these are treated as having been received directly by the insurer itself.
- 11.2 We will take commission earned from insurers in connection with your insurance only after we have received your premium or received it from a third party provider on your behalf, as applicable. This may occur before payment of the premium has been made to the insurer depending on the terms of business we have agreed with the insurer.
- 11.3 Where we receive money on your behalf, for example refund premiums and claim cheques received from an insurer, we will deduct any amount you owe to us before making any payment to you.
- 11.4 Where we hold money in a non-statutory client money trust we may use the funds in that account as a short-term credit facility to fund another client's premium before it is received from that other client and/or to pay claims and premium refunds to another client before we receive the same from an insurer. We always ensure that the total funds held in the non-statutory trust account comply with the FCA rules to ensure you are protected from loss.
- 11.5 Occasionally, as part of the process of finding an insurance policy that suits your requirements, we may pass your premium to another insurance intermediary who

will also be required to hold your money in trust until the premium is deemed to have been received by the relevant insurer.

- 11.6 This includes intermediaries outside the United Kingdom who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the United Kingdom. Please inform us if you do not agree to this.
- 11.7 We may deposit your money in an approved bank outside the United Kingdom who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the bank, this money may be treated in a different manner from that which would apply if the money were held by a bank in the United Kingdom. Please inform us if you do not agree to this.
- 11.8 In accordance with the FCA rules, we may arrange to hold permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a separate client account. If we do this, we will be responsible for meeting any shortfall in our client money funds which is attributable to falls in the market value of those investments. Any interest earned on client money held by us and any investment returns on any segregated designated investments will be retained for our own use.
- 11.9 Between receiving any money from you and us passing it to insurers, and vice versa, we may remove it from the trust account in which it is held, to another account to earn interest or other investment income from it. In such an event the account in which it is placed will be set up with the same trust protection as the account from which it is removed. To improve the efficiency of our business and maintain the right protection to you we may wish to transfer your money between companies within the Ardonagh Group, including between entities that are regulated by the FCA. In such circumstances we may transfer any money we hold on your behalf to a new bank account with the same trust protections as the existing account to ensure that the protection afforded to your money always remains in place. If bank account details are changed, you will be advised.

12. **Conflicts of interest**

- 12.1 As an insurance broker we usually act for you. Circumstances may arise where we find that we have a conflict of interest, or otherwise have a material interest in or related to a matter in which we are acting. For example, we may be asked to act on behalf of an insurer in the appointment of a loss adjuster or we may find that the interests of two clients for whom we act conflict.
- 12.2 We have conflict management procedures and we seek to avoid conflicts of interest, but where a conflict is unavoidable we will explain the position to you and manage the situation in a way which is designed to avoid prejudice to any party.
- 12.3 The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests. If a conflict arises for which there is no feasible solution, we will withdraw unless you wish us to continue to act for you, and you provide us with your written consent to that effect.

13. **Confidential information**

- 13.1 We and you will treat information received from the other relating to these Terms as confidential. Neither we nor you will disclose such information to any other person not entitled to receive it except as may be necessary to fulfil our respective obligations in relation to these Terms, and except as may be required by any applicable law or regulatory authority.
- 13.2 For the avoidance of doubt we shall be entitled to disclose such information relating to you (where necessary) as part of the normal course of our business, to insurers or reinsurers, actuaries, auditors, professional agents, advisers, investors, shareholders, a person considering the purchase of our shares or business, members of the Ardonagh Group, or to persons in order to provide our service to you.
- 13.3 This paragraph 13 will not apply to information which was rightfully in the possession of a party prior to these Terms or which is already public knowledge/becomes so at a future date (otherwise than as a result of a breach of this paragraph 13), or which is trivial or obvious.
- 13.4 Any breach by you of this paragraph 13 shall be considered a material breach for the purposes of paragraph 19.

14. **Use of personal data**

- 14.1 To the extent that any personal data is processed under or in connection with these Terms, we (Advisory Insurance Brokers Limited) are the controller of such personal data for the purposes of the applicable data protection law. We are part of the Ardonagh Group of companies, and we may share personal data you provide to us within the Ardonagh Group (see <http://www.ardonagh.com> for further details of the Ardonagh Group).
- 14.2 In connection with these Terms we (or the Ardonagh Group) will use personal data to:
- assess and provide the products or services that you have requested (which may include the performing of a search with a credit reference bureau or data enrichment services, where necessary);
 - communicate in relation to servicing and administering your products;
 - develop new products and services;
 - undertake statistical, risk and data analysis to help us improve our services and products;
 - contact customers about products that are closely related to those already held with us, or risk news and advice that is relevant to your business;
 - provide additional assistance for these products or services; and
 - notify important changes to products and functionality changes to our websites.
- 14.3 From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and

services from the Ardonagh Group, subject to relevant marketing regulations and permissions. You may contact us to withdraw consent to these details of marketing, promotion opportunities or offers at any time.

14.4 When we process, store or disclose personal data in connection with these Terms (including in respect of any personal data belonging to a third party that you provide to us), as set out in our Privacy Policy (as described at paragraph 14.5 below) we:

- follow security procedures in line with industry practices;
- retain and process such personal data as long as and to the extent necessary for the purpose of complying with our obligations under these Terms and our regulatory obligations; and
- maintain appropriate technical and organisational measures (including data protection policies) to govern our use of and to protect such personal data.

14.5 Where you provide personal data belonging to a third party to us, you warrant that you have obtained the relevant authority and/or consent of that third party to provide such personal data to us for the purposes set out within these Terms. You should also ensure that the Privacy Policy (as described below) has been brought to the attention of the relevant third party. Full details of our processing activities are set out in the Advisory Insurance Brokers 'Fair Processing Notice' (also referred to as the "Privacy Policy") which can be accessed here: <https://www.towergateinsurance.co.uk/fpn/advisory-insurance-brokers>

14.6 The Privacy Policy, amongst other things, explains:

- who we are;
- the types of personal data we process;
- how we process it and for what purposes;
- who we share it with; and
- how long we keep it for.

It also provides information about the rights of individuals whose personal data we process.

14.7 If you or any relevant individual are unable to access this URL, the details set out in our Privacy Policy can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails you have received from us.

14.8 In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ardonagh.com or in writing to The Advisory Data Protection Officer, The Ardonagh Group, The Octagon, Colchester CO1 1TG, United Kingdom.

15. Financial crime

15.1 In providing our services to you, we will not engage in any activity which would breach any financial crime law, statute or regulation applicable to us. These include, but are not limited to, those relating to financial and economic sanctions, the

facilitation of tax evasion, anti-bribery and corruption, anti-money laundering, and/or combatting the financing of terrorism.

- 15.2 We will not arrange any insurance or benefit or pay any claim which may result in us breaching any such laws, statutes or regulations. Where we reasonably believe that it is necessary or desirable, we may take certain actions including, but not limited to, ceasing to provide services to you, freezing funds held on behalf of you or a third party and/or passing on your details to relevant authorities or regulators. Where we reasonably believe that we are prohibited from doing so, we will not disclose the fact that we have taken such actions against you.
- 15.3 You will ensure that at all times you comply with all laws, statutes and regulations relating to any applicable financial crime law, statute or regulation. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering and/or combatting the financing of terrorism.
- 15.4 If you become aware of any issues in relation to this paragraph 15, you will notify us as soon as reasonably practicable.
- 15.5 Any breach by you of this paragraph 15 shall be considered a material breach for the purposes of paragraph 19.

16. **Complaints and compensation**

- 16.1 Our aim is to always provide a high standard of service to you. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. If you wish to complain please contact us in any of the following ways using the contact details on the letter or report that accompanies these Terms:
- in writing (please mark your correspondence as 'Complaint');
 - by e-mail (please mark your correspondence as 'Complaint');
 - by telephone; or
 - in person.
- 16.2 In all cases please quote your insurance policy number or any other reference we have given you.
- 16.3 We promptly acknowledge complaints. Our complaints procedure is available on request and will be provided to you when we acknowledge receipt of any complaint that you make to us.

Lloyd's insurance policyholders

- 16.4 If your insurance is provided by underwriters at Lloyd's we will confirm this to you when acknowledging your complaint. If you are unhappy with our response to your complaint, you may be entitled to refer the matter to the complaints team at Lloyd's. Lloyd's will investigate the matter and provide a final response. Full details of Lloyd's complaints procedures are available at www.lloyds.com/complaints.

The Financial Ombudsman Service

- 16.5 If you feel that we have not been able to resolve any matter to your satisfaction after our complaints process or if you are unhappy with our decision, or one provided by Lloyd's (where applicable) or if we did not complete our investigation and issue our final response letter within eight weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service ("FOS") by post, phone or email.

Post: The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone: 0800 0234 567 or 0300 123 9 123

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

- 16.6 FOS is an independent and free service for settling disputes between businesses providing financial services and their customers. Your right to refer a complaint to FOS will depend on you meeting the relevant eligibility criteria. Further information on FOS and whether you would be eligible to refer your complaint to them can be found on its website at www.financial-ombudsman.org.uk.
- 16.7 If you live outside the United Kingdom or if you prefer not to deal directly with FOS, you may be able to refer your complaint to a local dispute resolution provider.
- 16.8 Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to legal action will not be affected.

17. **Financial Services Compensation Scheme**

- 17.1 You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") if we or your insurer cannot meet our or its financial obligations to you. This depends on the type of insurance we have arranged for you, certain eligibility criteria, and the circumstances of the claim.
- 17.2 For example, the FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, ships liability, and credit.
- 17.3 Whether you are entitled to FSCS compensation will be subject to the relevant eligibility criteria.
- 17.4 Further information about the compensation scheme arrangements available from the FSCS and whether you would be eligible for FSCS compensation is available from the FSCS website at www.fscs.org.uk or by calling the FSCS on 0800 678 1100 (or +44 20 7741 4100 from overseas).

18. **Limitation / Exclusion of liability**

- 18.1 Our liability for losses suffered by you as a consequence of us performing our services negligently is limited in all circumstances to £10,000,000 in aggregate (for all claims made).
- 18.2 For any other claim arising out of our performance or non-performance of the services, our liability (whether in contract, negligence (including, without limitation,

tort) or otherwise) is limited to the amount of fees which we have received in respect of the insurance policy to which the claim relates.

- 18.3 We will not be liable (whether in contract, negligence (including, without limitation, tort) or otherwise) for any indirect losses or for any loss of profit, loss of business, loss of data, loss of anticipated savings, fines, compensation or additional borrowing, whether such losses are direct or indirect.
- 18.4 The duties and responsibilities owed to you by us under these Terms, are solely and exclusively owed to you by us. No employee of ours shall owe you any personal duty of care or be liable to you for any loss or damage, howsoever arising, as a consequence of the acts or omissions of such employee (including negligent acts or omissions), save to the extent that such loss or damage is caused by the fraud, dishonesty, wilful misconduct, or unauthorised conduct on the part of such employee. This paragraph 18 is intended to be enforceable by and for the benefit of our employees.
- 18.5 Nothing in this paragraph 18 will exclude or limit our liability for death or personal injury caused by our negligence or for loss caused by our fraud, wilful misrepresentation, or breach of the regulatory obligations we owe to you.

19. Termination of these Terms

- 19.1 You or we may terminate our authority to act on your behalf by providing at least 30 days' notice in writing (or such other period we agree).
- 19.2 If you cancel or fail to renew your insurance, these Terms will terminate unless we have agreed to continue to provide claims administration services in which event these Terms will continue to apply to the provision of those services.
- 19.3 We may terminate these Terms on immediate notice in writing to you:
- if you are in material breach of any of these Terms;
 - if you fail to pay any premium, fee or any other sum owed by you to us, by the date on which it falls due;
 - if you breach any regulation or law or, by your act or omission, cause us to breach any regulation or law, or to be subject to any fine, sanction, penalty or censure imposed by a regulatory body or to be subject to the threat of any such fine, sanction, penalty, or censure;
 - any regulatory body having jurisdiction over us or you requires these Terms to be terminated;
 - upon your bankruptcy, insolvency or receivership; upon your entering into a voluntary arrangement with your creditors; where you are a partnership, upon the dissolution of the partnership or death of a partner; or upon the presentation of a petition for your winding up; or where you are an individual, on your death; or
 - if you become subject to a change of control. For the purposes of this paragraph, there is a change of control if there is a change in the person that is able to exercise control over you where "control" has the meaning given in section 1124 of the Corporation Taxes Act 2010.
- 19.4 If we consider that we cannot act for you (or continue to act for you) because we

reasonably believe that to do so could breach any laws, regulations, sanctions, or professional rules, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

19.5 On termination of these Terms for any reason:

- any transactions already initiated by you will be completed according to these Terms unless we agree otherwise in writing;
- you will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain in full any and all commission and /or fees payable in relation to insurance cover placed by us prior to the date of termination; and
- termination is without prejudice to any rights that have accrued under these Terms or any other rights or remedies.

19.6 Termination of these Terms for any reason shall not affect the continuance in force of any provision which is expressly or by implication intended to continue in force after termination.

20. **No waiver or amendments and our right to assign**

20.1 Any delay on our part in enforcing any of our rights under these Terms, either in whole or in part, will not be deemed to be a waiver by us of such rights.

20.2 Neither we nor you may amend these Terms at any time during the period of your insurance unless we both agree to any such changes or unless they are required to reflect a change of applicable law or regulation, in which case we may make amendments to these Terms and they will be deemed to be accepted by you. Whenever possible, we will provide at least one month's written notice to you before any such changes take effect.

20.3 We may freely transfer, assign, sub-contract, dispose of, or delegate all or any part of these Terms and/or the services provided under these Terms to any third party. In the event that we transfer, assign, sub-contract, or delegate all, or any part, of these Terms to a third party, your rights under these Terms will not be adversely affected.

20.4 You shall not be entitled to assign any of your rights, or sub-contract any of your obligations, under these Terms except with our prior written consent.

21. **Insurer solvency**

We monitor insurer solvency on an ongoing basis and endeavour to place business with insurers with adequate levels of financial solvency. However, we cannot guarantee the solvency of any insurer and shall not be liable for losses suffered by you in the event of the insolvency of an insurer.

22. **How to contact us**

If you need to contact us, please do so using the details on the covering letter or report that

accompanies these Terms.

23. **Third party rights**

Except as stated in paragraph 18 and except for a member of the Ardonagh Group, a person who is not party to these Terms, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of the Terms contained in these Terms.

24. **Severability**

The invalidity, illegality, or unenforceability of any of the provisions of these Terms will not affect the validity, legality, or enforceability of the remaining provisions in these Terms.

25. **Governing law**

These Terms will be governed and construed in accordance with the law of England and Wales and any dispute arising under it, or in connection with it, shall be subject to the exclusive jurisdiction of the English and Welsh courts.