



Web: www.ecis-ecscard.co.uk **Email:** enquiries@ecis-ecscard.co.uk **All Enquiries:** 0330 221 0249

Eden Electrical Installations
Ltd
26 Draycott Road
Bournemouth
Dorset
BH10 5AR

When contacting us please quote reference: 1/INEE04EC01

10/04/2017
0192

Dear Mr Baker

Cover Confirmation

Policy - **Electricians Combined Liability Policy No. TD/100286**
Insurer - **Electrical Contractors Ins Co**

We thank you for your recent instruction and write to confirm that we have arranged cover with effect from 10/04/2017.

We acknowledge receipt of your payment for the first annual premium of £385.76 including 9.5% Insurance Premium Tax and our £15.00 arrangement fee.

Cover has been arranged based on the information outlined in the enclosed Statement of Fact and Schedule, subject to the terms, conditions and exclusions contained within the ECIC Tradesman Policy.

Please find enclosed the following documentation, all of which should be read through carefully to ensure that it meets your requirements.

- Statement of Fact
- Key Facts documentation
- Policy Schedule and Policy Booklet

Please advise us immediately of any amendments that may be necessary. The cover granted and the premium quoted are based on the information provided and the terms and/or premium may be revised as a result of any changes. **As you have Employers Liability cover in force we need to request whether you operate a PAYE scheme. Please refer to the enclosed questionnaire for further information.**

We trust that you find matters to be in order, but please contact our office should you have any queries whatsoever relating to this insurance.

Yours sincerely,

Andy Marlow
Customer Service Manager

Employers' Liability Tracing Office (ELTO) Questionnaire

The **Employers' Liability Tracing Office (ELTO)** has been set up to improve the success of tracing Employers Liability policies - via a central database - should a claim arise in the future. In order for your insurance company to meet its requirements, Trade Direct Insurance need to obtain and pass on your **Employee Reference Number (ERN)**, and the names, addresses and ERNs for any subsidiary companies you may operate. We would therefore be grateful if you would complete the relevant box/s below and return to us as soon as possible. A valid ERN reference (also commonly referred to as the Employer PAYE reference) is made up of the three digit HMRC office number and the Employers PAYE reference e.g. 913/WZ51258. *If you do not in fact operate a PAYE scheme, please confirm this to our office - thank you.*

The completed form can be faxed to 01483 521653

or

the information can be emailed to elto@tradedirectinsurance.co.uk (please include the below Trade Direct Reference)

or

please phone us

Name on policy

Policy Reference

ERN

Subsidiary Company 1

Client Name

Address Line 1

Address Line 2

City/Town

County

Postcode

ERN

Subsidiary Company 2

Client Name

Address Line 1

Address Line 2

City/Town

County

Postcode

ERN

ECIC Trademan's Policy Statement of Fact

This is an important document

Please read it in full

This statement of Fact replaces any previously issued Statement of Fact for the Period of Insurance specified below

It should be read in conjunction with the Quotation and Policy which contain information concerning the cover and limits/sums insured provided

Proposer:	Eden Electrical Installations Ltd		
Address:	26 Draycott Road Bournemouth Dorset BH10 5AR		
Period of Insurance			
From:	10/04/2017	To:	09/04/2018
		Renewal Date:	10/04/2018
Policy No:	TD/100286		
Date Issued:	10/04/2017		

Material Facts

Please note that all material information likely to influence an insurers acceptance and/or assessment of an application for insurance must be disclosed.

The information in this Statement of Fact relates to facts that the Insurer considers material to underwriting this insurance. Please consider whether you are aware of any other material information that should be disclosed. If you are unsure whether any item of information is material it should be disclosed.

A failure to disclose all material facts (whether or not the subject of a specific question) may invalidate your insurance.

Please keep a record of all information (including this Statement of Fact) supplied for the purposes of entering into this contract of insurance.

Declaration

By accepting this insurance the Proposer confirms that

- the facts stated below are true and complete
- no material information has been withheld

These facts and all information supplied by or on behalf of the Proposer form the basis of and shall be incorporated in the contract of insurance

The following facts have been provided:

Proposer's full Business Description:

- Electrical Contractor(excluding hazardous & high risk locations)

Secondary Trade:

- None

Date Business Established:

- 01/03/2017

Years of continuous trade experience in all trades performed:	
<input type="checkbox"/> Years	
Geographic Limit of Proposer's Business:	
<input type="checkbox"/> United Kingdom (excluding risks based in Northern Ireland)	
Proposer's Trade Association Membership and Approvals/Certification Body Accreditations:	
<input type="checkbox"/> ECS Cardholder	
Declared maximum number of persons engaged in manual work at any one time:	
<input type="checkbox"/> 1 Proposer to inform Trade Direct Insurance Services Ltd if the maximum number of persons engaged in manual work at any one time is exceeded.	
Estimated Annual Contracting Turnover	
<input type="checkbox"/> £ Proposer to inform Trade Direct Insurance Services Ltd if Annual Contracting Turnover is expected to exceed £500,000	
Proportion of Estimated Annual Turnover that relates to payments to Bona-Fide Sub-Contractors:	
<input type="checkbox"/> 0%	
Proposer confirms:	
<input type="checkbox"/> All work sub-let to Bona Fide Sub-Contractors falls within the scope of the Proposers Business Description <input type="checkbox"/> Written evidence will be obtained and retained by the Proposer that all Bona Fide Sub-Contractors maintain appropriate Public Liability insurance <input type="checkbox"/> Payments to Bona Fide Sub-Contractors will not exceed 25% of the Proposers Annual Contracting Turnover	
Consultancy Activity:	
<input type="checkbox"/> Turnover derived from testing, inspection or certification of existing systems is less than 20% of turnover	
Phase 3 Work:	
<input type="checkbox"/> Undertaken	
Hot Work:	
<input type="checkbox"/> No hot work other than electric soldering irons or hot-air guns undertaken	
No Proposer (or Director or Partner of the Proposer) has ever:	
<input type="checkbox"/> been declared bankrupt or insolvent <input type="checkbox"/> been prosecuted during the last 5 years under any safety or environmental legislation <input type="checkbox"/> been subject to customs and excise investigations <input type="checkbox"/> had non-motor convictions, criminal offences and has no prosecutions pending <input type="checkbox"/> had a proposal refused or declined, a renewal refused or insurance cancelled <input type="checkbox"/> had special terms imposed <input type="checkbox"/> had a loss, claim or circumstance which may give rise to a claim in the last 5 years	
Details of other material facts:	
<input type="checkbox"/> None	
Proposer's current/previous insurer:	
<input type="checkbox"/> Unknown	
Previous Claims History	
In the last 5 years neither the Proposer nor any Director or Partner of the Proposer (in connection with this or any other business in which the Proposer or any Director or Partner of the Proposer have been trading) has suffered any loss, made any claims or been involved in any incident or circumstance which may give rise to a claim in respect of the risks proposed other than as specified below: <input type="checkbox"/> None: No losses, claims, incidents or circumstances disclosed	
High Risk Locations and Work:	
<input type="checkbox"/> Demolition, Piling, Tunnelling or Underpinning	None
<input type="checkbox"/> Docks, Piers, Viaducts or Bridges	None
<input type="checkbox"/> Towers, Steeples or Spires	None
<input type="checkbox"/> Works "Airside" or Offshore	None
<input type="checkbox"/> Works in/on/or around Hospitals, Medical Research or Pharmaceutical sites	None

<ul style="list-style-type: none"> • Works in/on/or around Nuclear Installations • Works in/on/or around Railway Premises or Tracks • Works in/on/or around water • Works involving Power Stations or High Tension Transmission Plant (High Voltage) • Works involving Refineries, Chemical or Petro-Chemical sites 	<p>None</p> <p>None</p> <p>None</p> <p>None</p> <p>None</p>
High Risk Substances Handled:	None
<p>High Risk Substances include:</p> <p>Asbestos or Materials Containing Asbestos / Carcinogens / Corrosive, Hazardous, Toxic or Industrial Chemicals / Dangerous, Radioactive, Noxious or Polluting Liquids / Dioxins / Explosives or Explosive Substances / Isocyanates / Known Hazardous Dusty Materials / Material Giving Rise to Dust, Fumes or Vapours / Radio Isotopes / Radioactive Liquids, Substances or Waste / Silica or Materials containing Silica / Sources of Ionising Radiation / Toxic, Dangerous or Waste Substances</p>	
<p>Asbestos</p> <p>The Proposer confirms that</p> <ul style="list-style-type: none"> • They do not currently hold any form of Asbestos licence and have not held an Asbestos licence in the last ten-years • They do not work with Asbestos or Asbestos Containing Materials in circumstances where a license is not required • If they come into contact with Asbestos or Asbestos Containing Materials they will stop work until such time as the Asbestos has been removed and the area made safe by an appropriately licensed Asbestos removal contractor 	
<p>Height and Depth (Percentage of total work):</p> <ul style="list-style-type: none"> • No work undertaken at heights in excess of ten metres • Now work undertaken at depths in excess of one metre 	
<p>Where Section 5 Personal Accident is operative Proposer confirms:</p> <ul style="list-style-type: none"> • All persons to be insured are in sound physical and mental health and free of physical defect or infirmity • No persons to be incurred are under sixteen years of age or over seventy years of age 	

Data Protection Notice

By accepting this insurance the Proposer consents to the use of data in accordance with this Data Protection Notice

Your Insurer

You are giving your information to ECIC, a subsidiary company of Electrical Contractors Association (ECA), also defined as the Group. For information about our company please visit www.ecic.co.uk or telephone us on 0330 221 0255.

Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party suppliers, loss adjusters and reinsurers.

Your information includes data about your transactions.

We may use and share your information with other departments or subsidiaries of the Group to:

- Assess financial and insurance risks; or
- Recover debt
- Prevent and detect crime
- Develop products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To other companies who provide a service to us or you; or
- Where we may transfer rights and obligations under this agreement.

Sensitive Information

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998. We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

Credit Reference Agencies

We may obtain information about you from credit reference agencies and Group records to verify your identity. Your information may be linked to, and your application assessed, using credit reference agency records relating to anyone with whom you have a joint account or similar financial association.

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.

Electrical Contractors Insurance Company Limited. Registered Office: ESCA House, 34 Palace Court, London W2 4HY.
Registered in England No 1266206. Authorised by the Prudential Regulation Authority and regulated by the Regulated by the Financial Conduct Authority. Authority and Prudential Regulation Authority
Member of the Association of British Insurers



Tradesman is an insurance policy administered by Trade Direct Insurance Services Ltd and underwritten by EC Insurance Company Ltd (ECIC). It is an annual contract and may be renewed each year, subject to the terms and conditions then applicable. Both ECIC and Trade Direct are authorised and regulated by the Financial Conduct Authority.

The policy schedule you receive will show the cover that has been selected. You may also add further benefits to suit your needs after taking out the insurance. You should check your policy documents carefully to ensure you have the cover you require.

The following summary of cover outlines the main features and benefits, as well as the main terms and conditions. For full details, you should read the policy document, a copy of which is available to you on request and will also be provided to you after you have obtained a quotation. A Statement of Facts outlining your quotation and cover details will also be provided to you. Following acceptance of the quotation, you will have the right to cancel your policy. Please see "Cancellation" as detailed below for more information.

Statement of Demands & Needs

This policy is intended to meet the demands and needs of domestic and commercial specialist contractors with up to seven manual workers and an annual turnover of less than £500,000.

Tradesman Policy

The specialist Tradesmans Policy for Electrical Contractors is a cost-effective Liability, Contractors All Risks and Personal Accident insurance policy

Key features include:

- Core Public/Product Liability Insurance cover
- Optional Employers Liability, Contractors All Risks, Tools and Personal Accident Insurance
- Free 24-hour helpline service to provide legal advice on any business related issue

Section 1 - Employers Liability

Legal liability for damages and claimants costs in respect of Injury or Disease to any Person Employed arising out of and in the course of employment by the Insured in the Business

Cover:

- £10 million reducing to £5 million for events arising from Terrorism or Asbestos

Extensions (subject to conditions):

- Compensation for Court Attendance
- Indemnity to Principals
- Health & Safety at Work Act 1974
- Food Safety Act 1990
- Corporate Manslaughter Act 2007
- Unsatisfied Court Judgments

Exclusions:

- Work that is offshore, trackside or airside
- Fine or penalties
- Employees based outside of the UK, Isle of Man and the Channel Islands
- Injuries arising from a motor vehicle where road traffic legislation applies
- Asbestos other than accidental discovery

Section 2 - Public & Products Liability

Legal liability for damages and claimants costs in respect of accidental injury to any person and accidental damage to property and accidental nuisance in connection with the Business of the Insured

Cover:

- Combined Public & Products Liability with options of £1million, £2million or £5 million of cover

Extensions (subject to conditions):

- Compensation for Court Attendance
- Conflict of Interest
- Indemnity to Principals
- Health & Safety at Work Act 1974
- Food Safety Act 1990
- Corporate Manslaughter Act 2007
- Cross Liability
- Contingent Motor Liability
- Defective Premises Act 1972
- Data Protection Act
- Overseas Personal Liability
- Professional Negligence - £50,000 Limit of Indemnity
- Customers Goods Property worked upon - £10,000 limit
- Testing and certification work for a fee (excluding pure financial loss)
- Consumer Protection Act

Exclusions:

- Injury to Persons Employed
- Terrorism
- Pollution or Contamination
- Damage to property held in Insured's custody or control
- Fines, penalties or liquidated damages
- Product remediation or recall
- Fee activity (design, specification or advice provided solely for a fee)
- Any craft or mechanically propelled vehicle
- Contractual liability
- Defective premises
- Offshore work
- Airside working or aviation products
- Trackside work or products
- Any deliberate act or omission
- Liability arising from Asbestos
- Intruder alarm and security system inefficacy

Section 3 - Contract Works

Damage to the Contract Works Constructional Plant or Hired in Plant (including continuing hiring charges) forming part of or used in connection with an Insured Contract

Cover:

- Contract Works £250,000
- Own Plant including Tools £15,000
- Hired-In Plant £25,000
- Temporary Buildings £5,000
- Employee Effects £250 per employee

Within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

Extensions (subject to conditions):

- Indemnity to Principal
- Including Free Issue Materials
- Debris removal from site
- Professional fees incurred in restoring the Contract Works
- Unintentional immobilisation of plant
- Emergency hiring cover for Hired in Plant
- Damage to Hired in Plant
- Continuing Hire charges in the event of damage

Exclusions:

- Remediation of defects in the Contract Work
- Breakdown or explosion of Plant
- Damage to tyres
- Wear and Tear or gradual deterioration
- Consequential losses
- Property in unattended vehicles
- Any contract over the value of the sum insured

Section 4 - Tools Cover (Option where Contract Works is not selected)

Cover:

- £1,000 with a single article limit of £1,000

Extensions (subject to conditions):

Exclusions:

- Wear and Tear
- Gradual deterioration
- Theft from unattended vehicles not stored in a securely locked building or guarded security park, security alarms are not activated
- Theft not caused by forcible & visible entry

Section 5 - Personal Accident

An Insured Person during the Operative Time for accidental bodily injury causing Death or Disablement

Cover:

- Cover available for Principals only, or for Principals and all Permanent Employees'
- Up to three units per person available
- Each unit provides £10,000 in capital benefits or £100 per week for temporary benefits

Extensions (subject to conditions):

- Limited cover for minors
- Aircraft Accumulation Limit of £250,000

Exclusions:

- Anyone below the age of 16 and over the age of 75
- Injury as a result of flying in unscheduled flight
- Illness, disease, influence of drink or drugs and suicide

Cover can include:

- Death
- loss of one or more limbs
- total and irrecoverable loss of all sight of one or both eyes
- permanent total inability to attend occupation or business
- temporary total disablement

General Exclusions

Exclusions:

- Radioactive Contamination
- War
- Sonic Bangs
- Terrorism or civil commotion in Northern Ireland
- Electronic Risk excludes loss of data

Sections:

- Not applicable to Sections 1 or 5
- Not applicable to Sections 1 or 5
- Not applicable to Sections 1,2 or 5
- Not applicable to Sections 1,2 or 5
- Not applicable to Sections 1 or 2

General Conditions

Applicable to all Sections unless stated otherwise stated in the Policy

You must comply with the Policy terms. It is a condition precedent to liability of the Insurer that if you do not. The Policy is voidable in the event of non-disclosure of material information
Alteration of risk must be advised and accepted by the Insurer Reasonable precautions must be taken
Potential claims must be notified immediately in writing as soon as you are aware and the claims procedure must be followed

The cover described in this document is only a summary. For full details of the terms, conditions and exceptions that apply please ask for a copy of the policy wording.

Important Information

Cancellation

As Tradesman is a business policy, there are no statutory rights of cancellation. However, if this cover does not meet your requirements, please return all your documents within 14 days of receipt. We will return any premium paid in full provided that no claims have been made on the policy during that time.

If you cancel your cover outside this period this Policy may be cancelled

- A) by the Insurers sending 30 days written notice to the last known address of the Insured who subject to any minimum premium that may apply shall be entitled to a pro rata return of premium
- B) by the Insurers sending 7 days written notice to the last known address of the Insured in the event of non-payment of any premium or instalment premium on its due date
- C) by the Insured who subject to any minimum premium that may apply shall be entitled to a pro rata return of premium provided that where a Certificate of Employers Liability has been issued cancellation shall only be effective from the date of its return to the Insurer

Provided always that the Insured shall not be entitled to a return of premium if any claim has been made in respect of the expired Period of Insurance or any incident has occurred during such period that may give rise to a claim

Premiums and Payments

Premiums are inclusive of Insurance Premium Tax.

The law and language applicable to the policy

The policy is governed by English Law. The language used in this policy is and any communications related to it will be English.

Data Protection

EC Insurance Company Limited ("ECIC") ultimate parent company is the Electrical Contractors Association ("ECA") and is part of the ECA Group defined herein as the "Group".

Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party suppliers, loss adjusters and reinsurers. In addition we may use and share your information with others in order to assess financial and insurance risks, recover debt, prevent and detect crime and develop products and services.

Otherwise, we do not disclose your information to anyone outside the Group except where we have your permission; or where we are required or permitted to do so by law; or to other companies who provide a service to us or you; or where we may transfer rights and obligations under this agreement.

Credit Reference Agencies

We may obtain information about you from credit reference agencies and Group records to verify your identity. Your information may be linked to, and your application assessed using credit reference agency records relating to anyone with whom you have a joint account or similar financial association.

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time: share information about you with other organisations and public bodies including the Police; undertake credit searches and additional fraud searches; check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.

Insurance Act 2015 Changes - Notice to Policyholders

The Insurance Act 2015 comes into force on 12th August 2016 and applies to all policies governed by the laws of England and Wales, Scotland and Northern Ireland that are entered into or varied on or after that date. The key elements of the Act are as follows:

A new duty of fair presentation of your risk details

The Act defines a new structured approach of how details of your business should be presented by us to insurers at inception or each renewal or variation of your policy (the duty of fair presentation). Your primary duty is still to tell us about all information you know or ought to know that would affect an insurers judgement in deciding whether to write your cover, and on what terms. Failing that, you must give us enough information so that the insurer knows that it may need to ask further questions. The Act sets out whose knowledge within your business should be sought and the sort of information you ought to know. The Act also requires that you provide the information in a suitable manner.

Changes in the way non-disclosure or misrepresentation of your risk details are dealt with

If a fair presentation is not made, the Act introduces a system of proportionate remedies based on what an insurer would have done had a fair presentation been made. Your insurer will still be able to avoid (ie cancel from its start date) a policy (and retain the premium) if the failure to make a fair presentation was deliberate or reckless.

For other cases, what your insurer may do depends on how it would have acted had correct details been provided. So, if the insurer would not have provided any cover, it may avoid the policy and refund the premium. If the insurer would have charged a higher premium, it may proportionately reduce any claim and if they would have required different terms in the policy, it will be treated as though it contains those terms.

Removal of basis of contract clauses

Basis of contract clauses are no longer allowed. These clauses had the effect of turning information provided to an insurer into warranties, which in turn meant that if that information turned out to be incorrect then the policy is automatically terminated, even if trivial or immaterial to the risk.

Revised remedies for breach of certain policy terms (warranties)

The Act changes the way that certain customer obligations operate within a policy. Where the failure to fulfil the obligation used to result in insurers having no liability, now it will lead to a temporary suspension of cover for the period that the obligation is not being met. However, once the obligation is being fulfilled, cover will be provided again. In addition, where there has been non-compliance with a term which would tend to reduce the risk of a particular type of loss, then insurers wont refuse any claim if you can show that the non-compliance could not have increased the risk of the loss that actually occurred.

Changes in the way fraudulent claims are dealt with

If a fraudulent claim is made, insurers wont be liable to pay the claim (including any honest element of the claim) and may recoup any amount paid out on that claim. They may also cancel the policy from the point when the fraudulent act was committed, but will still be liable for any losses before that point.

Where the insurance is on a group insurance basis (and so provides cover to a number of persons), the new way of handling fraud will apply only to the person who committed the fraudulent act, and wont affect cover for the others.

Please speak to your insurance adviser if you have further questions on how the Act affects your business.

Key Facts V1 07/14

DEMANDS AND NEEDS STATEMENT

Eden Electrical Installations
Ltd
26 Draycott Road

Bournemouth
Dorset
BH10 5AR

Client Reference: INEE04EC01
Date: 10/04/2017

Trade Direct Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority

Based on the information completed this product meets the demands and needs of someone who wishes to ensure that they and/or their business needs are protected.

Subject to conditions, endorsements and exclusions as outlined in the policy wording.

Please note that we have not made a recommendation in relation to your requirements above and you should make a decision based on your particular circumstances and requirements.



Trade Direct Insurance Services Ltd
Trade Direct House
Ockford Road
Godalming
GU7 1RH

Terms and Conditions of Business Agreement

This document is important and sets out the basis upon which we will carry on our business with you. We are committed to providing a high standard of professional service that meets both industry standards and the requirements of the Financial Conduct Authority.

Please read it carefully and we specifically draw your attention to the sections dealing with Privacy and Data Protection, Premium Payment Terms, Disclosure and Insurer Money (Non Statutory Trust Account) as, by accepting these Terms, you are giving your express consent to our actions.

If you are unsure about any aspects of our Terms of Business or have any questions about our relationship with you, please contact us at the above address.

Our Service

Trade Direct Insurance Services Ltd are located at the above address. The firm is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 307734 and you can check that we are authorised and regulated by visiting the FCA website at <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

We are part of Kelliher Insurance Group, which has its head office at 2nd Floor of John Stow House, 18 Bevis Marks, London EC3A 7JB.

Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.

In providing our service, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf.

We use both UK and overseas insurers to obtain the best terms and conditions available for our clients. However, the levels of regulation differ in each jurisdiction and if non-EU or non-UK insurers participate in insurance contracts, your future ability as an insured to issue legal proceedings and/or execute judgment may also vary. In selecting insurance cover, a wide variety of factors are taken into account including the financial rating, service, and claims administration of the insurer in question. Even so, we cannot guarantee the future ability of any insurer to meet policyholder obligations. If you have any concerns about the insurance cover offered, please contact us immediately.

To avoid any misunderstandings, please give us your instructions in writing (by letter, email or facsimile). In urgent cases, we will of course accept your verbal instructions, but you should confirm those instructions in writing as soon as possible.

We select personal and commercial insurances from a range of insurers, but for certain products we only select products from a limited number of insurers or only offer products from a single insurer. We will give you further information about this before we finalise your insurance arrangements; where we select products from a limited number of insurers you may ask us for a list of the insurers we deal with for those products.

If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

Disclosure - Your Responsibilities

You are responsible for answering any questions or assumptions you agree to honestly and to the best of your knowledge, providing the complete and accurate information which insurers require in connection with

any proposal for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy. If you are a commercial customer, please be reminded that you are responsible for providing the complete and accurate information which insurers require at inception, renewal and throughout the life of a policy.

If you fail to disclose information, or misrepresent any fact which may influence the insurers decision to accept the risk of the terms offered, this could invalidate the policy and mean that claims may not be paid.

It is important that you ensure all statements you make on any proposal form, claim form, and other documents, are full and accurate. If a Statement of Fact has been completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

You are advised to keep copies of any correspondence you send to us or direct to your insurer. If you are unsure about any matter, please contact us for guidance.

Your Compliance with Policy Terms, Conditions and Warranties

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If you cannot, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

Privacy and Data Protection

We will treat all your personal information as private and confidential, even when you are no longer a customer in accordance with the Data Protection Act 1998.

We will use and disclose the information we have about you in the normal course of arranging and administering your insurances which may include: (i) passing it to third parties acting on our behalf; (ii) where we are required to do so by law; (iii) by virtue of our regulatory requirements (see Access to records by a Regulator or Complaints Resolution Body); (iv) passing information held about you to other Kelliher Insurance Group companies to provide you with other products and services; (v) passing information held about you, to provide you with information about other products and services which we, or other selected companies offer, and which we feel may be appropriate to you, by email, telephone, post or other means. You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time; and / or (vi) passing information about you to credit reference agencies for the purposes of arranging payments by instalments and may also pass to them details of your payment record with us. Insurers may also use the information you supply to obtain credit and other checks that they need to take from Credit Reference Agencies or similar sources which may show as an entry on your credit record. This may happen at quotation stage even if you do not proceed with a policy.

Except as set out in this document, we will not disclose any information to any other parties without your written consent. By accepting these terms you consent to our undertaking such arrangements and passing on all types of personal data relating to you to third parties. If this is not acceptable to you please confirm in writing to us and we will try to make alternative arrangements.

In the interests of security and to improve our service, All of our telephone calls (inbound and outbound) are recorded for training and monitoring purposes.

Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about you is correct, and will use it to provide quotations when policies fall due for renewal.

Under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge of £10.00 will be made for this service. If you wish to exercise this right you should write to us at the above address.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, the above address. We will promptly correct any information found to be incorrect.

Emailing documents

Email is not a completely secure means of transmission of data or documents, so by providing your email address to us you are giving your informed consent to us using this method to contact you and to send you your policy documents. If you would prefer us not to use this method of contact, please indicate this on our website if arranging your insurance online or please contact us at the above address to let us know.

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

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

Motor Insurer Information Centre (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which the police and other government agencies have access. This helps in handling of claims following accidents and assists in the detection of people who drive uninsured.

Claims

It is essential that we and/or your insurers are notified immediately of any claims, or circumstances, which could give rise to a claim. When you notify us or your insurers, you must include all material facts concerning the claim. Your policy will describe in detail the procedures and conditions in connection with making a claim and you must comply with any conditions imposed by your insurer.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay, or direct you to any insurer's claims reporting facility, as appropriate.

Where we handle claims on your behalf we will use our best endeavours when acting on your behalf in relation to a claim, to handle all elements of the claim with due care, skill and diligence. If there is any conflict of interest we will only handle a claim on your behalf after we have disclosed to you all information relevant to that conflict to enable you to decide whether to give your informed consent to us acting for you on that claim and you have given that consent for us to handle the claim. If we cannot resolve the conflict to your and our satisfaction we may have to decline to act for you on that claim.

Where we handle claims on your behalf we will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss.

Settlement of claims may be dependent upon collection of claims monies from insurers. Part payments may be made during the collection process, but we cannot be responsible for the wrongful non-payment or delay by insurers in paying any claim.

Conflicts of Interest

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Complaints

Our aim is to provide a first class service. However, if you wish to register a complaint, please contact us. We will provide you with a copy of our full complaints procedure and respond to you as soon as possible. We will make a final response to you within eight weeks of receiving your complaint. In the event that your complaint relates to activities or services provided by another party we will ensure that your complaint is forwarded to them immediately and will provide you with full details of that party.

After our final response has been issued or, after eight weeks if we have not been able to settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service for an independent assessment and opinion.

The FOS Consumer Helpline is on **0800 023 4567** and their address is: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Website: <http://www.financial-ombudsman.org.uk>

A full copy of our complaints procedure is available on request.

Cancellation of Insurances

Insurance Policy; You may have a legal right to cancel your policy for any reason, subject to the type of policy, your legal status and no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this applies. A charge may apply for the period of cover provided and, in addition, we may make an administration charge detailed below in Costs, Fees and Commissions.

Credit Agreement; You have the right to cancel a credit agreement, sold as a distance contract (ie not face to face) without penalty , subject to your legal status, within 14 days of receiving the full terms and conditions (credit agreement). You will always be advised where this applies.

If you wish to cancel a policy and/or a credit agreement you must advise us in writing, prior to expiry of the 14-day cancellation period, to our usual office address.

Ending Your Relationship with Us

Subject to your immediate settlement of any outstanding premiums and fees (see Costs, Fees and commissions below), you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business, the circumstances of the claim and whether you are eligible to participate in the FSCS scheme. Full details and further information are available from the FSCS. The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms like ours. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent.

For eligible claimants, insurance advising and arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers liability insurance) insurance advising and arranging is covered for 100% of the claim, without an upper limit.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 0207 741 4100 or www.fscs.org.uk.

Premium Payment Terms

We will notify you of premiums due to insurers by sending you a cover/debit note or invoice once we have finished arranging your insurance. This will normally be sent to you within fourteen days from the start of cover. Premiums are due from the moment the insurance comes into force. So that we can settle your premium to insurers promptly, we ask that you pay the premiums due within the terms specified on the cover/debit note or covering letter - this will normally be immediately.

You are responsible for paying promptly, all of our invoices, premiums, duties, fees etc., to enable us to make the necessary payments to insurers in respect of your insurances. For the avoidance of doubt, we have no obligation to fund any premiums, duties, fees etc. on your behalf, and have no responsibility for any loss that you may suffer as a result of your insurers cancelling the policy, or taking any other prejudicial steps as a result of a late payment of such premiums, duties, fees etc. if such delay is substantially attributable to you.

If your policy, or the terms offered to you, contains a premium payment warranty/condition you should pay particular attention to its terms as failure to comply will mean an automatic right to void the policy by the insurer if payment has not been made in accordance with the terms of the warranty/condition.

You may be able to spread your payments through an insurers' instalment scheme, a credit scheme with a third party finance provider, or a facility we have arranged ourselves. We will give you full information about your payment options when we discuss your insurance in detail. In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our License Number is 168422.

Automatic Renewals

If you have paid by direct debit, debit or credit card we may charge payment for subsequent renewals of your insurance policies to the bank account, credit or debit card details provided. We will write to you in advance of doing so, though if you do not want us to do this you can let us know at any time. For more details about our automatic renewals please call us on 08000 280 380.

Costs, Fees and Commissions

When we arrange your insurance we usually receive commission from the Insurer with whom that insurance is placed, unless we have entered into an arrangement where our services are provided for an agreed fee. This commission varies by both insurer and type of policy and is solely for our account.

Where we decide to forgo such commission as is offered and agree a fee with you instead that covers our costs and expenses, we will always advise you of the amount before we put your insurance arrangements into force and before you incur a liability to pay such fees. They will also be shown on our invoices to you.

If you are a business customer, we will, if you ask us to, tell you how much commission we earn from your insurer. If the exact amount cannot be calculated, the basis of the calculation will be advised.

With certain Insurers and products the commission obtainable is insufficient to cover our costs and expenses. Where this is the case we may charge a fee in addition to the commission that we will receive from the Insurer. Fees will be shown as such on our invoices to you.

If another intermediary is involved in your insurance transaction they will usually be remunerated by commission included in the premium you pay unless a fee in respect of their activities has been agreed with you in advance.

In addition, we will normally make a charge to cover the administration and regulatory costs of your insurance as follows:

New policy issue - up to £25.00 per policy
Mid-term adjustments/cancellation - up to £25.00 per policy
Renewals - up to £25.00 per policy
Replacement of documents - up to £25.00 per policy

Consumer policies cancelled during the "Right to Cancel" period will be subject to an administration charge of up to £25.00, in addition to the premium charged by the insurer for the period of cover provided.

We may also receive remuneration from premium finance and credit reference agencies and from some Insurers with whom we have profit sharing, or contingent commission arrangements. Such amounts will solely be for our account.

In the event of cancellation of any insurance contract after inception insurers may return a premium to us. Once our remuneration has been earned at the commencement of the contract, our commission or fees will not usually be returnable. We therefore reserve the right to retain our brokerage or fees in full from any return due to you in such circumstances. Insurers may make refunds on a pro rata, short period or other basis according to the type of policy and the length of time in force.

Any costs, fees or commissions received by us in accordance with the terms of this agreement are treated as being exempt from VAT and payments made by us are exclusive of VAT. We reserve the right to issue VAT invoices in the future should this position be altered by action of HMRC.

Client Money (Non Statutory Trust Account and Risk Transfer arrangements)

FCA rules require that all Insurer money received from clients is segregated from our own money so as to provide safety for the client in the event that Trade Direct Insurance Services Ltd is unable to meet its financial obligations. This money cannot be claimed by any creditor of the firm as it is not the firm's money.

Trade Direct Insurance Services Ltd operates a Non Statutory Trust Account for this purpose. You should be aware of and understand that the use of this type of account allows Trade Direct to make advances of credit to settle outstanding items to insurers and clients.

Trade Direct Insurance Services Ltd has entered into formal written agreements with each of our Insurers where those insurers treat money paid to us by our clients as having been paid to them directly. In these circumstances, even if we were to default in paying that money to the Insurer, your position is protected as the Insurer has treated your premium as having been paid to them once you have made your payment to us.

Under these arrangements we are acting as Agent for the Insurer when collecting premiums. Generally these arrangements apply to premium payments only, but may include return premiums or claims payments due to you. Any money subject to this kind of agreement will still be held in our Non Statutory Trust Account so as to provide further protection until those funds have been paid.

By accepting these Terms of Business you are giving your express agreement to Trade Direct Insurance Services Ltd to operate its Insurer money arrangements in the way outlined above.

Any interest earned on any monies held in a Non-Statutory Trust Account will be retained by us.

Unclaimed Client Money

From time to time our clients move addresses or for other reasons lose contact with us. Where this occurs and a balance is due to a client, we will continue to hold that money as client money for a period of 6 years from the date of the transaction. After that period we will cease to hold that money as client money specifically allocated to the relevant client and may transfer it elsewhere. We will continue to maintain a list of transactions affected and undertake to make good any valid claims occurring after the 6 year period.

Quotations

When giving you a quotation, we will have taken due care to ensure its accuracy and, at the time of presenting it to you, we will have a reasonable belief that we can place the insurance at the quoted terms. However, we cannot be held responsible if, for whatever reason, the quoting insurer(s) decides to withdraw his quotation prior to our taking it up on your behalf.

In any event, if the insurance is not taken up within seven days of the date of the quotation, you should check with us that it remains valid.

Money Laundering, the Proceeds of Crime Act and the Bribery Act (2010)

UK money laundering regulations apply to us. There may be occasions where we may request evidence of the identity of clients which may include sight of official documents and evidence of address. By accepting these Terms of Business you agree to provide such documentation as we may require upon demand in order to fulfil any legal obligations we may have.

The Bribery Act 2010 requires us to assess the bribery risks to which we may become exposed and to implement, maintain and enforce anti-bribery policies and procedures proportionate to the risks we face. Hospitality, promotional expenditure and gifts could be regarded as bribes but recent UK Government guidance emphasises that this is not intended to criminalise established and ordinary business practices. Dealings with funds received as a result of bribery could constitute a money laundering offence.

Restriction of liability

Except in respect of injury to or the death of any person resulting from our negligence (for which no cap on liability will apply), our liability to you for the services we provide shall not exceed £5,000,000 in connection with any one event or connected events.

Governing Law & Language Used

The English language will be used for all communications, contractual terms and conditions, and any information we are required to supply to you before and during the duration of the contract.

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