

Miss V Coodien  
Try Consultancy Ltd  
18  
Lavender Lane  
Bedford  
Bedfordshire  
MK40 4SB

12 June 2018

Dear Miss V Coodien,

Thank you for choosing YOUR Insurance. Please find attached **your** policy pack.

From the information you have supplied us, the attached policy from Covea Insurance plc meets **your** insurance needs as a Tradesman (described within the attached documents).

What you'll find in **your** attached pack:

- Price Breakdown
- **Your** insurance requirements
- Policy pack
- Important information about **your** cover
- Information about how we work
- Our Terms of Business

### Next Steps

1. Carefully review all documents.
2. Ensure all details are correct
3. Call us on 0300 107 4774 if you have any questions.

### 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.

Wishing you all the best for the coming year!

Your Reference  
**COVY02NK01**

Your Price  
**£63.12**

If you need to contact us:



**0800 107 8949**



**01483 459 722**

You can email us:  
[info@yourinsurance.co.uk](mailto:info@yourinsurance.co.uk)

Or visit the website:  
[www.yourinsurance.co.uk](http://www.yourinsurance.co.uk)

Our Opening Hours

#### Sales

Mon - Fri  
**8:30am – 9pm**  
Saturday  
**9am – 5pm**

#### Customer Services

Mon – Thurs  
**8:30am – 9pm**  
Friday  
**8:30am – 5pm**  
Saturday  
**9.00am – 12.30pm**

NBOnE010515v5.3

Yours sincerely,

*Your Commercial Business Team*

Commercial Business

Your Insurance

## Your Price Breakdown

Premium *	£43.12	Your policy provides cover from the 18/06/2018 to 17/06/2019.
Broker Fee	£20.00	
		Cover is subject to terms, conditions & exclusions which are detailed in the attached documents.
Total Amount Payable	£63.12	

\* 12%

## Payment Option

We will email your documents for FREE. If you would prefer them to be posted Your Insurance will charge £10.00.

## Your Insurance Requirements

Although we do not recommend products, we have supplied you with a policy for Tradesman Insurance (described within the attached documents) policy that meets **your** demands and needs as a Tradesman (described within the attached documents) as described in the Business Details section within the enclosed statement of fact.

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. All warranties will become 'suspensive conditions' This means that cover is suspended for the period during which the warranty is not complied with and means that an insurer will be liable for losses that take place after a breach of warranty has been remedied, assuming that a remedy is possible. 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 void the policy as a whole.

## Important Information Regarding Your Cover

We understand that you require insurance which is suited to your circumstances. The policy(ies) we are recommending are based on the information you have provided. The suggested levels of cover and recommended insurer(s) are detailed in the attached and summarised.

Where you have items such as contents, stock or buildings included in your policy we need to make you aware, when looking through the enclosed documentation, it is essential that you check that your sums insured/limits of indemnity are adequate as claims payments could be proportionately reduced if any sums insured are too low.

Whilst we are happy to provide guidance on the basis of cover, we cannot accept responsibility for the adequacy of your sums insured.

**Your** policy also includes cover for Business Interruption (also known as business income protection). This cover provides protection from the loss of profits and continued fixed running costs of **your** business following an insured incident or loss that affects **your** businesses trading. The indemnity period applicable to **your** business interruption is probably the most crucial component of both business continuity planning and business interruption insurance.

The indemnity period starts from the time the loss occurs and **your** trading is disrupted and continues for the length of the time stated within the documents enclosed in this policy. The selection of the indemnity period that best suits **your** needs should be based upon a certain number of criteria which would have a direct affect upon the time that it might take you to restore the business to the position it was in prior to the loss occurring.

We must make it clear that the indemnity period is the maximum period for which the insurers will cover you for even if **your** loss of income continues beyond this time.

You therefore need to consider the total time needed for **your** business to recover from an insured loss. I recommend that you take into account things such as the time taken to clear the site if you were to experience a total loss claim, the time required to organise rebuilding, to obtain replacement plant and any specialist equipment and the time it may take to

recruit new staff if the business loss has caused you to lay staff off. You basically need to consider the amount of time it would take to restore **your** business to its full pre-loss turnover or services and regain or replace any lost business.

## Important Information

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### 1. Who are we regulated by?

The Financial Conduct Authority (“FCA”) is an independent watchdog that regulates financial services. We are authorised and regulated by them and you can check this by visiting the FCA’s website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768. Our permitted activities are recommending insurance policies (and in cases where we do not give a recommendation we will tell you); arranging insurance cover; dealing as agent and assisting with the administration and performance of policies – all in connection with general insurance.

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### 2. Are we covered by the Financial Services Compensation Scheme (“FSCS”)?

Yes. You may be entitled to compensation from the scheme if we cannot meet our obligations, depending on the circumstances of the claim. The FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, ship’s liability and credit. Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

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### 3. Complaints

Our objective is to provide a high standard of service to you at all times. 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 register a complaint please contact us:

- in writing, to the Managing Director at the address shown on the letter (or business card) that accompanies this document, or;
- by e-mail, using the email address shown on the letter document (or business card) that accompanies this document, or;
- by telephone, using the number shown on the letter document (or business card) that accompanies this document, or;
- in person, at the address shown on the letter (or business card) that accompanies this document.

In all cases please quote your policy number or other reference we have given you. If you are unhappy with our decision, or if we do not complete our investigation within 8 weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent service for settling disputes between businesses providing financial services and their customers ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). This service is free to customers. Our Complaints Procedure is available upon request.

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### 4. Which insurance companies do we use to select your insurance?

	Policy Type(s)
For the following insurance(s) that you have/will be quoted for, we have/will select your insurance policy/policies from a range of insurers.	
For the following insurance(s) that you have/will be quoted for, we offer you a policy/policies from a limited number of selected insurance companies. On request, we will give you a list of these.	Tradesman
For the following insurance(s) that you have/will be quoted for, we have only offered you a policy/policies from one insurance company.	
For the following insurance(s) we have used another broker to help us place your cover.	Tradesman
For the following insurance(s) we have used another part of the Towergate Group of companies	

If you choose to pay your insurance by instalments we may use a scheme operated by the insurer who provides cover or a lender from a limited panel we use to provide finance.

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## 5. The capacity in which we are acting

The following information is in relation to the insurances you have asked us to arrange.

Sourcing a suitable policy	We act as your agent	√
	We act as agent of the insurance company	
Placing the insurance	We act as your agent	√
	We act as agent of the insurance company	
In the event of a claim	We act as your agent	√
	We act as agent of the insurance company	

We act as your agent in the event that you need to make a claim unless indicated above. For those policies arranged through another part of the Towergate Group, which will be identified in Section 4 above if relevant, claims are administered by our Underwriting Division and they will act as agent of the insurance company.

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## 6. Our remuneration

In good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding commission and other earnings which we have received as a result of placing your insurance business.

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## 7. Our Services

Our services may include advising you on your general insurance needs, arranging insurance cover with insurers to meet your requirements, issuing policy documentation to you in a timely manner and helping you with any ongoing changes you wish to make to your insurance. We may also help you make a claim against your policy.

We will endeavour to ensure that the products or services we offer you match your stated requirements. We will seek to identify your insurance needs in reliance 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. If we cannot match all your requirements, we will seek to provide you with enough information so you can make an informed decision about your insurance.

We will explain the main features of the products and services we offer you including details of the insurer, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations which you must meet and the period of cover. If you need extra time to consider the products or services we have offered you, we will endeavour to confirm: (a) how long you have to accept the insurance on the terms we have offered, and/or; (b) 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.

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.

In helping arrange your insurance contract, the Towergate Group acts as an insurance intermediary. The insurance policies are underwritten by insurance companies who are not within the Towergate Group. Much of our work is done on behalf of customers; for instance, helping customers find an insurance policy that meets their needs. In such instances we act as our customers' agent.

As a Group, we also perform a range of services on behalf of insurance companies. These include the administration of insurance policies, the handling of insurance claims and, in some instances, we may agree and issue insurance contracts on behalf of insurance companies. The Towergate Group also includes business units which design and develop insurance policies on behalf of insurance companies. Such products may be marketed as products of the Towergate Group, but will always be underwritten by an insurance company outside of the Towergate Group.

In all situations where we act on behalf of insurance companies, we receive commissions and fees from those insurers. Such commissions and fees may vary depending on the performance and profitability of the underlying insurance products for those insurance companies. We may have performed any of these services on behalf of your insurer in relation to your insurance contract and may therefore receive or have received such commissions or fees directly from your insurer.

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## 8. Charges we make for our services

In addition to commission paid to us by insurers, we may charge a fee for our services (typically when you buy or renew a policy) however you will always be informed of any such charge before you purchase a policy. **Our fees are non-refundable even if you cancel your policy.** During the term of the policy we may charge up to £50 for issuing duplicate documents and up to £50 for changes to your policy. We may charge a fee for payments made with a credit card, up to £10 for transactions up to and including £500, and up to 4% of the transaction for amounts above £500. All fees are exclusive of any applicable tax that may be levied from time to time.

In certain circumstances your insurer may repay part of your insurance premium(s) to us. This can occur where, for example, the risk covered by your policy is reduced or the policy itself is cancelled. 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 affect any cancellation/refund rights which you may have.

# Important Information and Terms of Business

## 1 What this document is for

This document is an offer by us to provide services in setting up and managing insurance for you. We will refer to it as the “Terms”.

**We will assume you have accepted the Terms unless you tell us you do not.**

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.

**We recommend that for your own benefit and protection you should read these Terms carefully. It is a legal document, but we have tried to make it as easy to read as possible. Where we have had to use technical terms, we have put alternative words in brackets afterwards – these words are meant to help clarify what the technical term means and if there is any contradiction or confusion about which applies, the technical term takes precedence. If you do not understand any point please ask us for further information.**

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.

In most cases these Terms will terminate and be of no further effect if you cancel or fail to renew your insurance. If we carry out any services post-cancellation/failure to renew these Terms might need to continue to apply.

## 2 Who we are

In these Terms references to “we” or “us” are to the firm whose details are set out in the covering letter that accompanies these Terms. We are an independent insurance intermediary (agent) – this means we are not associated with any insurance company, and we do not insure you, but work as the link between you and the insurer to set up your insurance.

We are part of the Ardonagh Group ([www.ardonagh.com](http://www.ardonagh.com)).

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.

Our FCA authorisations mean that we are allowed to:

- recommend insurance policies
- set up insurance
- assist with the managing of insurance policies, all in connection with general insurance
- act as a credit broker for introducing customers who wish to pay for their premiums by monthly instalments to lenders or other finance providers.

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. This facility is known as a binding or delegated authority. 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.



The Ardonagh Group also includes business units which underwrite (guarantee), price, design or develop insurance policies on behalf of insurers. Such products may be marketed as products of the Ardonagh Group, but will always be underwritten by an insurer outside of the Ardonagh Group.

### **3 The services we offer**

Our services may include:

- advising you on your insurance needs
- setting up insurance cover with insurers to meet your requirements
- issuing policy documentation to you in a timely manner
- helping you with any ongoing changes you wish to make to your insurance
- helping you make a claim.

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.

We will explain the main features of the products and services we offer you including details of the insurer, 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.

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 and/or
- 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.

We might provide some of the services through other members of the Ardonagh Group.

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

Unless otherwise agreed with you, the payment we receive in respect of your insurance policy will be the fees we charge you and/or commission from insurers.

We may charge a fee for our services when you buy or renew an insurance policy and will always inform you of any such charge before you purchase an insurance policy. During the time you have the insurance policy we may also charge you a fee of up to £50 for issuing duplicate documents and if you change or cancel your insurance policy. All fees will be inclusive of any applicable tax that may be levied from time to time.

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

Where we receive commission from insurers, this will be a percentage of the total annual premium. Commission and fees are earned by us at the time we place your insurance. We will be entitled to retain all payments we earn in relation to your insurance policy including any commission resulting from any additional premium payable during your cover period.

In addition to our commission and fees, we may also benefit from:

- additional payments or fees from insurers for services we provide for them which are unconnected with any specific customer transaction
- payments to us by insurers if we meet certain sales and/or profitability targets
- referral fees from third parties which are related to the insurance set up for you, for example risk management services
- commission received from lenders where you take out a finance agreement to pay for your insurance policy after we've referred you to the lender. The amount we receive will be a percentage of the total annual amount of credit financed
- loan facilities on commercially advantageous terms that are made available to us by insurers as an incentive for us to efficiently and profitably manage business transacted with them. This may involve, for example, reduced or nil interest rates and extended repayment terms provided we meet or exceed efficiency and profitability targets set by the insurers in respect of the business we have placed with them
- interest and investment returns which are derived from money temporarily held on your or the insurer's behalf will belong to and be retained by us.

**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.**

## **5 Fees in lieu of commission**

This section applies where we have agreed to charge fees in lieu ("FIL") as an alternative to receiving commission. This means we will charge you for our services instead of being paid by the insurer who we arrange your insurance policy with. The services we will perform will be set out in a separate service summary ("Service Summary"). If we do receive commission which is directly connected with the insurance(s) placed by us on your behalf, it will be retained by us but used to reduce the amounts that become due and payable by you under these Terms.

Unless otherwise agreed by us the FIL will cover the period set out in the Service Summary. The FIL is calculated by reference to the full term of the insurance policy or policies arranged for you. Unless we agree otherwise no refund of any FIL or other remuneration shall be payable in the event that 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.

If we are obliged to refund any commission which has been paid to us and retained by us in lieu of all or part of the FIL because your insurance is retained for less than the full term, or you terminate your policy/ies, we reserve the right to charge you for the amount of commission refunded.

We may charge fees in addition to the FIL where we provide services at your request that are not included in the Service Summary. We will agree these additional charges with you before they are incurred, failing which the additional fee will

be calculated by reference to the hourly charge out rate which applies to the staff involved in providing such additional services. The hourly charge out rate for any additional services is subject to any applicable tax which may be levied from time to time and does not include travelling or other expenses where the additional services are performed other than at our offices.

## **6 Your disclosure responsibilities**

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. To do this you need to carry out a reasonable search of the wider business because there is an expectation that what you know includes what you should know. You should therefore make specific enquiries of partners, directors, senior management and those involved in arranging your insurance or in the specific risk being insured.

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 do not 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 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.

## **7 Paying for your insurance policy in full**

Unless you arrange to pay for your insurance policy by monthly instalments (see section 7), our payment terms are as follows:

- new policies – full payment of premium (cost of the insurance policy) 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
- renewals – full payment of premium and fees before the renewal date.

We normally accept payment by bank transfer, debit or credit card or monthly instalments and, if we haven't already given you the relevant details, they are available on request.

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 (responsible) for any extra costs incurred to recover the outstanding amount owed.

## **8 Paying for your insurance policy in instalments**

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 we work with who are called Premium Credit Limited ("PCL"). If you choose this option, we act as a credit broker and not the actual lender.

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.

We will only pass your details to PCL if you give us a clear instruction to do so. If your application for credit is accepted, we would expect you to receive PCL's welcome letter, pre-contractual information and its credit agreement. It is important to take the time to read the information sent by PCL and if you have any questions about the agreement you can contact us or PCL directly. PCL's contact details are:

Address: PCL, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX

Telephone: 0344 736 9836

Website: [www.premiumcredit.co.uk](http://www.premiumcredit.co.uk).

Once you're happy to do so, PCL will ask you to sign the agreement, which can be done online.

Where you are paying for your insurance by instalments and an instalment payment is not received on or before the date when it is due to be paid, you agree that 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, the insurer and/or the premium finance provider. In such circumstances you will remain liable (responsible) for any 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.

## **9 Cancelling or making mid-term changes to your insurance policy**

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, 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 may be applied to cover the insurer's and our costs in arranging the cancelled policy.

### **Be aware that some insurers do not offer any refund of premiums for cancelled policies.**

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. These costs are recovered through the commission we earn. If you cancel, 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 we would have earned.

## **10 Making a claim or reporting a potential claim against your insurance policy**

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.

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.

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.

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 liable (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.

## **11 Renewing your insurance policy**

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, will send you details of the cost and terms.

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.

If you do not tell us that you do not want to renew your insurance policy through us, we may assume, but have no obligation to, that you need us to renew the policy to protect your interests relating to what you have insured. If we do renew your insurance policy you may be liable (responsible) 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.

## **12 How we hold your money**

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 someone else's 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 regulations. In some cases, we act on behalf of insurers and in these instances we hold money as insurer money (it belongs to the insurer even while we're holding it). In these instances, any premiums that you pay to us are treated as having been received directly by the insurer itself.

We will take commission earned from insurers in connection with your insurance only after we have received your premium or received it from PCL 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.

Where we receive money on your behalf, for example refund premiums and claim cheques received from an insurer, it is our practice to deduct any amount you owe to us before making any payment to you.

Where we hold money in a non-statutory 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 regulations to ensure you are protected from loss.

Occasionally, as part of the process of finding an insurance policy that suits your requirements, we may pass your premium to another insurance intermediary (agent) who will also be required to hold your money in trust until the premium is deemed to have been received by the relevant insurer. 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.

### **13 Use of personal data**

Towergate Underwriting Group Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within the Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of offers relating to additional products and services from The Ardonagh Group.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here <http://www.towergate.com/fair-processing-notice>. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost. You can also contact us for general data protection queries via email to [DataProtection@ardonagh.com](mailto:DataProtection@ardonagh.com) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS.

### **14 Financial crime**

In providing our services to you, we will not engage in any activity which would breach 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.

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 Complaints and compensation**

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 business card that accompanies these Terms:

- in writing (please mark your correspondence as 'Complaint')
- by e-mail (please mark your correspondence as 'Complaint')
- by telephone

- in person.

In all cases please quote your insurance policy number or any other reference we have given you.

We included our Complaints Procedure separately when we sent you these Terms but it is also available from us on request.

#### **Lloyd's insurance policy holders**

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](http://www.lloyds.com/complaints)

#### **The Financial Ombudsman Service**

If you are unhappy with our decision, or one provided by Lloyd's, where applicable, or if we do not complete our investigation within eight weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service ("FOS").

FOS is an independent and free service for settling disputes between businesses providing financial services and their customers. Further information on FOS and whether you would be eligible to refer your complaint to them can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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.

#### **Online purchases**

For purchases made online, the European Commission ("EC") has established an Online Dispute Resolution platform. The platform can be found on the EC's main website (<https://ec.europa.eu/>) and will direct you to an alternative dispute resolution provider to help resolve your complaint. In the UK, it will be FOS.

### **16 Financial Services Compensation Scheme**

You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") if we or your insurer cannot meet our or its obligations, depending on the circumstances of the claim. The FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, ships liability and credit.

Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

### **17 Limitation / Exclusion of liability**

Our liability for losses suffered by you as a consequence of us performing of our services negligently **is limited in all circumstances to £10,000,000 per claim.**

For any other claim arising out of our performance or non-performance of the services, our liability is limited to the amount of commission and fees which we received for setting up the insurance policy under which the claim is made during the policy period in which the incident that gave rise to the claim took place.

We will not be liable 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. Nothing in this paragraph 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.

You are welcome to contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above. However, an additional charge and other terms may apply.

#### **18 No waiver or amendments and our right to assign**

Any delay on our part in enforcing (pursuing) 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.

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.

We may freely assign (transfer) 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 assign or delegate all, or any part, of these Terms to a third party your rights under these Terms will not be adversely affected.

#### **19 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 (responsible) for losses suffered by you in the event of the insolvency of an insurer.

#### **20 Governing Law**

These Terms are governed by the laws of England and Wales and if there is any dispute about these Terms or the services we provide under them, we both agree to the jurisdiction of the English courts (they should be decided by English courts).

### **Information regarding your Insurance Policies - General**

#### **1 Companies Insured**

If there are any subsidiaries or associated Companies that you intend to be protected by Insurances arranged by Towergate please ensure that these are noted on the documentation and advise us of any changes required.

#### **2 Description of Your Business**

We cannot over-emphasise the importance of your business being correctly described in the policy documents. You will appreciate that the policy will only provide indemnity for loss, damage or liability arising out of the business described. If the business description appearing in the documentation is inaccurate or your activities have changed, you must let us know immediately otherwise your cover may be prejudiced.

#### **3 Reasonable Precautions**

There is a common law duty on all insurance Policyholders to act as if uninsured and to take all prudent and reasonable steps to both prevent injury or damage of the type covered by the insurance and also, to take all such



actions after the event as are sensible to minimise the loss. Failure to act in a reasonable manner may invalidate cover.

#### **4 Remedies for Material Non-Disclosure or Misrepresentation**

If a qualifying breach was deliberate or reckless, the insurer:

- (a) may avoid the contract and refuse all claims, and
- (b) need not return any of the premiums paid.

For example, an insured deliberately conceals known and material information from its presentation of the risk and does not even provide sufficient information to put the insurer on enquiry, making it an unfair presentation. This entitles avoidance but with no obligation to return premium.

Proportionate Remedies: non-deliberate or non-reckless breaches, in all other cases even where the mistake is innocent, the following proportionate remedies will apply, all being based on what the insurer would have done had it known the true facts:

1. If the insurer would not have entered into the contract on any terms: the insurer may avoid the contract and refuse all claims but must in that event return the premiums paid.
2. If the insurer would have entered into the contract but on different terms (other than terms relating to the premium): the contract is to be treated as if it had been entered into on those different terms if the insurer so requires, even if the insured would never have accepted such terms.
3. In addition, if the insurer would have entered into the contract but would have charged a higher premium (whether the terms relating to matters other than the premium would have been the same or different): the insurer may reduce proportionately the amount to be paid on a claim.

### **Property Insurance**

#### **1 Material Damage Sums Insured**

It is essential that the sums insured selected by you are correct as if they prove inadequate at the time of a loss the claim will be reduced in proportion to the degree of under-insurance by the condition of Average. (Please see a description of Average below). The sum insured for Buildings should represent the cost of rebuilding the premises in their existing form including allowance for site clearance costs and professional fees. The sum insured for Trade Contents other than Stock should represent the cost of replacement with equivalent new items. If you wish to insure any items on a 'current market value' basis please discuss this with us. We do not act as valuers and it is your responsibility to ensure that the sums insured under your policy are what you consider to be adequate. If you are in doubt we recommend that a professional valuation is obtained

#### **2 Average Clause**

The term average means that if the sum insured at the time of a loss is less than the insurable value of the insured property, the amount claimed under the policy will be reduced in proportion to the under insurance.

In these circumstances, the insurer may choose to "apply average" to the claim under an "average clause". This means that where the sum insured is inadequate, the insurer can reduce its liability for a claim by applying a

proportionate approach. The sum to be paid out is usually calculated as follows:

$\frac{\text{sum insured} \times \text{loss}}{\text{true value at risk}} = \text{claim sum paid}$

true value at risk

### 3 Professional Valuation Service

If you have not had a professional building reinstatement valuation assessing the cost to reinstate your property within the last 3 years, there is a strong possibility you could be underinsured which could lead to significant financial loss in the event of an insurable loss, such as a fire or flood. You may even be significantly over-insured and paying unnecessary premiums. We recommend a reinstatement cost assessment for insurance purposes is undertaken every 3 years and the Towergate approved insurance valuation service is designed to provide you with complete confidence in your building sum insured and guard you against the impact of being underinsured in the event of a loss. Please contact us immediately should you require a quotation. Please be advised this service is not regulated by the Financial Conduct Authority.

### 4 Business Interruption Insurance

Whilst Property insurance covers the physical assets of a business (i.e. Buildings, Machinery, Stock, etc.), Business Interruption (BI) insurance covers the loss of earnings and additional expenses incurred following a loss. Two items are critical in ensuring BI insurance is arranged correctly - the "Indemnity Period" and the "Sum Insured".

#### The Indemnity Period

The Indemnity Period selected should represent the maximum time that can reasonably be anticipated for a business to be financially affected by an insured loss. Factors that can impact the length of Indemnity Period include:

- Demolition of existing buildings and site clearance;
- Re-design, planning permission, tendering for new premises;
- Re-construction itself;
- Replacement of equipment and specialist machinery;
- Replacement of stock;
- Restoration of supplier and customer base.

It is important for a 'worst case scenario' to be envisaged when deciding upon an adequate Indemnity Period to ensure that the BI policy will provide cover until the business reaches the operational level that it would have achieved, had it not been for the loss.

The Sum Insured for many businesses, the basis of the Sum Insured will be the annual Gross Profit figure, which for BI purposes represents: "annual turnover plus closing stock and work-in-progress less opening stock and work-in-progress plus variable expenses".

Variable expenses are those expenses which would reduce, or disappear entirely, in the event of a stoppage to the business. Once an accurate and current Gross Profit figure has been calculated, it must be adjusted upwards to allow for anticipated growth in the business during the period of insurance itself and the Indemnity Period selected, bearing in mind that it is possible for a 'worst case scenario' loss to occur on the last day of the period of insurance. As an example, if the current annual Gross Profit figure is £100,000 the period of insurance is 12 months, the Indemnity Period selected is 24 months and business growth is estimated at 10% per annum, the correct Gross Profit sum insured is £254,100 :

Current Gross Profit = £100,000

Gross Profit during 12 month period of insurance = £100,000 + 10% = £110,000  
Gross Profit during 1st year of Indemnity Period = £110,000 + 10% = £121,000  
Gross Profit during 2nd year of Indemnity Period = £121,000 + 10% = £133,100  
Gross Profit sum insured = £121,000 + £133,100 = £254,100

In the event that the Gross Profit sum insured is not calculated correctly, there is likely to be underinsurance and Average would apply to the settlement of any claim. Other bases of calculating a BI sum insured, depending upon the type of business involved, include Gross Rentals, Gross Revenues or Gross Fees.

If the cover is arranged on a Declaration Linked basis this may well offset the need for projection but the selected indemnity period and any exceptional changes to the business will still need to be taken in to account.

Whilst we are able to provide guidance on Indemnity Periods and Sums Insured, we do not accept any responsibility for the adequacy of your Indemnity Period and Sums Insured – and in some instances, you may need to consider the assistance of a suitable professional service.

## **Liability Insurance**

### **1 Liability Indemnity Limits**

The indemnity limits stated under your Liability policy should be reviewed as court awards and legal costs continue to increase. For Employers Liability claims the indemnity limit applies to all claims arising from any one incident and is inclusive of defence costs.

### **2 The Employer's Liability (Compulsory Insurance) Regulation 1998**

With effect from 1 January 1995 all United Kingdom Employers Liability covers provide a standard limit of indemnity of £10,000,000 (other than for Terrorism and Offshore risks) and therefore the limit is sufficient to meet the terms of the above Regulations. As a result of the Employers Liability (Compulsory Insurance) (Amendment) Regulation 2008 there is no longer a legal requirement for Employers to retain copies of expired Employers Liability Certificates for 40 years. However, we would strongly recommend that you either continue to retain expired Certificates or maintain a detailed record of your Employers Liability Insurance Policies. Should you fail to keep this, you place your business at a risk of having to meet the costs of such claims as you may be unable to prove who the Insurer was at a particular period. Your Certificate of Employer's Liability must be displayed in a visibly prominent place by Law, however, with effect from October 2008, you may display your Certificate in an electronic format provided that all Employees have immediate access to the document at all times.

## **Motor Insurance**

### **1 The Motor Insurance Database (MID)**

The Motor Insurance Database (MID) was established by the Government in 2003 as part of the Motor Vehicles (Compulsory Insurance) Regulations. This legislation places a direct obligation on the Motor Fleet or Motor Trade policyholder to update the Database with accurate details of all road-registered vehicles held for a period of more than 14 days, including temporary vehicles. Failure to supply or maintain vehicle data on the MID may result in prosecution and a fine of up to £5,000. In addition, increasing use of ANPR (automated number plate recognition) technology by the Police has resulted in over 100,000 vehicles being seized each year and over 40,000 crushed (Motor Insurers' Bureau). If your vehicle is not on the Database when the enquiry is made (even if you have a valid 'open' Certificate of Motor Insurance), the Police will assume it is not insured! If your vehicle is impounded, in addition to the inconvenience, you will have to pay the cost of recovery and storage.



# YOUR Insurance 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.*

### **YOUR Insurance works exclusively with Premium Credit Limited (PCL) to provide your instalment plan.**

#### **What does this mean?**

- YOUR Insurance 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 from PCL directly. You can request details of this at any time.

#### **Are there any restrictions in your service?**

- 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?**

- 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?**

- 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.
- Changing your payment date is possible and if this is requested after the first instalment has been collected a charge of £5 will apply.
- Not returning your signed credit agreement within 27 calendar days of receipt will result in a charge of £10.
- Failure to make a payment when due - £20 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.

### How will my application be assessed?

- 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.

### How will my data be handled as part of this process?

- Your personal information, including bank details will be passed onto PCL in order to set up and manage your instalment plan with you.
  - 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 YOUR Insurance 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?

### Changes to your policy.

- 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.

### Your credit when your insurance renews.

- 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.
- YOUR Insurance 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](http://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 YOUR**

**Insurance representative.**