

Kirsty Spivey
13 Coleford Grove
Hull
HU7 4QA

Policy Number: 0019430

03/11/2021

Dear Kirsty,

Thank you for arranging cover for your **Medical Professional Liability Insurance** with us and cover is effective from **03/11/2021**.

Your full policy documentation is available in your [Customer Portal](#), you can also download this if required.

PREMIUM SUMMARY

Policy	Insurer	Annual Premium (inc. 12% IPT)	Admin Fee	Total
Medical Professional Liability	AXIS Underwriting Limited	£1,117.20	£50.00	£1,167.20
Optional Covers Total				£35.00
TOTAL PREMIUM DUE				£1202.20

OPTIONAL COVERS

Cover	Aggregate Limit	Insurer	Annual Premium (inc. 12% IPT)	Selected (YES/NO)
Legal Expenses	£100,000	ARAG	£35.00	YES
Excess Protection		Sparta		NO

Your policy is based on the information provided by you, limits of indemnity and policy excesses are outlined in the attached Statement of Fact and Policy Schedule. Please pay particular attention to ensure that all your requirement treatments / activities are covered, together with any specific policy conditions and endorsements which may apply.

SELECTED PAYMENT OPTION

- Annual Payment in full by credit or debit card
- Premium Finance Instalment Plan via Close Brothers Premium Finance* – 20% Deposit payment (credit or debit card), followed by 9 monthly direct debit payments. Balance after the deposit is subject to a 9.95% credit charge (APR 29.96%), or a minimum charge of £15.00.

* Insync Insurance Solutions Limited is a Credit Broker, not a Lender. Premium Finance is subject to application and is a separate credit agreement between the proposer (loanee) & Close Brothers Premium Finance (creditor). Further details around Premium Finance, including FAQ's and details of the process and any additional fees can be found later in this document.

IMPORTANT NOTES

Medical Professional Liability (Medical Malpractice & Public Liability) cover. It is written on a 'claims made' basis, meaning it will cover you for claims (a term defined in the Policy) made against you during the period of insurance.

Please be informed that the policy contains a **Coronavirus Absolute Exclusion** and a **CBD Oil Exclusion**, these can be found within your policy wording.

It is important you refer to the **Important Information for Policyholders** section of this letter for more details. Information about your obligations to us and our responsibilities to you are enclosed in our **Terms of Business**. We would urge you to read this and if unsure on any aspect, please discuss with us to ensure your ongoing cover is not adversely affected.

You currently receive your insurance documentation by electronic means via our Customer Portal. Please note that this documentation can be provided to you in other formats including via post. Should you wish to receive your insurance documents in a different format, please let us know.

INSYNC BENEFITS

As an Insync policyholder you also qualify for FREE access to our benefit site, Insync Benefits, which provides our clients with savings and discounts on a host of business and leisure items such as travel, cinema tickets, sportswear and a host of top brand retailers. You will receive your personal access code shortly via email and SMS.

Thank you for placing your business with Insync, we really do appreciate it.

Yours sincerely,



Jon Norman | Managing Director

T. 01200 309516

E. hello@insyncinsurance.co.uk

OUR CAPACITY AND SERVICES

THE CAPACITY IN WHICH INSYNC IS ACTING

Insync usually acts as your agent in its capacity as an insurance intermediary. Because of this we are subject to the law of agency, which sets out our duty of care to you. In some circumstances, we may act for and have a duty of care to insurers. The following table sets out these circumstances, so you can see any possible conflicts of interest.

	Sourcing a suitable policy – when we get quotes for you		Placing the insurance – when we arrange for your cover to begin		In the event of a claim	
	We act as your agent	We act as agent of the insurer	We act as your agent	We act as agent of the insurer	We act as your agent	We act as agent of the insurer
Medical Professional Liability Insurance	✓			✓	✓	

HOW WE MADE OUR SELECTION

Policy	Market Selection				
	Fair analysis	Limited number of insurers	Single insurer	Other intermediary	Delegated authority
Medical Professional Liability Insurance			✓		✓

WHAT WE MEAN BY:

- **Fair analysis:** we have carried out a 'fair analysis' of the market in order to identify a suitable product. This means that we have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select an appropriate policy for you.
- **Limited number of insurers:** our search for a product to meet your requirements has involved a limited number of insurers. We are happy to discuss with you the scope and outcome of our search. You can ask us at any time for a list of the insurers we may, and do, use.
- **Single insurer:** we have chosen to approach one insurer for this specific type of insurance. You can ask us at any time for a list of the insurers we may, and do, use.
- **Other intermediary:** to access the insurance product that best suits your needs, we will use another intermediary to place your business.
- **Delegated authority:** the terms for your policy have been provided using an authority delegated to us by an insurer.

STATEMENT OF DEMANDS AND NEEDS

Client name: Kirsty Spivey

Your Profession: Aesthetic Practitioner (Not Medically Licensed)

This policy is generally suitable for those working in your profession seeking the cover outlined below.

However, when purchasing cover online, your policy is arranged on a “non-advised” basis, which means that Insync has not made any recommendation as to the suitability of this product for you. It is important that you carefully review both the statement of fact and the policy documentation to ensure it meets your own particular demands and needs.

Policy Type	Cover Parameters
Medical Professional Liability	You require a policy that provides indemnity for bodily injury or illness claims made against you due to professional errors and/or omissions arising from activities in the course of your business.
Public Liability Insurance	You require a policy that provides indemnity for your legal liabilities to the public, caused in connection with your business activities.

Cover provided by this policy:

Policy Type	
Medical Professional Liability	We are recommending a policy from AXIS Underwriting Limited at Lloyd’s, rated “A+” (Superior) for financial security by A.M.Best.
Public Liability Insurance	We are recommending a policy from AXIS Underwriting Limited at Lloyd’s, rated “A+” (Superior) for financial security by A.M.Best.

WHAT YOU WILL PAY FOR OUR SERVICES

OUR EARNINGS

We receive a commission from the insurer which is a percentage of the annual premium you pay. If you pay your premium by monthly instalments, we receive a payment from the finance provider for introducing you which is a percentage of the amount financed.

If the type of policy we sell and / or our overall account with certain insurers reaches specific profit targets for work we undertake on their behalf, we may receive an additional payment from the insurer. Further details are available on request.

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

In addition, we make the following charges to cover the administration of your insurance. These charges are non-refundable:

Transaction Type	Administration Fee
New Business	£50.00
Renewal	£50.00
Mid-Term Adjustment	Nil
Cancellation	Nil

IMPORTANT INFORMATION FOR POLICYHOLDERS

MEDICAL PROFESSIONAL LIABILITY (MEDICAL MALPRACTICE) COVER

You are covered for claims made against you which arise because of an actual or an alleged negligent act, negligent error or negligent omission which you committed during the course of the professional services that you have advised us you undertake and for which we are covering you. Also claims against you which arise because you carried out a 'Good Samaritan Act'. Also covers the costs of your legal representation for those claims.

It is important to note that if, in the future, you look to cancel your policy, you will have no protection for any claims reported from the date of cancellation, even if the work/procedure was undertaken prior to this date.

However, "Run off cover" can usually be arranged for the period you were on a claims made policy subject to payment of an agreed premium to insurers.

PUBLIC LIABILITY COVER

You are covered for claims made against you which arise from any bodily injury, mental injury, illness, disease, death, wrongful arrest or false imprisonment of or to any person in connection with your professional services that you have advised us you undertaken and for which we are covering you, including where you provide food or drink to a person/client. Cover under the Public Liability section also includes claims in respect of loss of or damage to the physical belongings of any person which occurs in connection with your professional services. Also covers the costs of your legal representation for those claims.

CLAIMS MADE BASIS

Cover on a 'claims made' basis will cover you for claims (a term defined in the Policy) made against you during the period of insurance. All cover under this policy is arranged on a Claims Made Basis.

RUN OFF COVER (EXTENDED REPORTING PERIOD)

Once cover under your claims made policy has ended, no further claims can be made unless you have arranged run off cover. Run off cover continues to provide protection after you have ceased to practice in case any claims arise from treatment you previously provided. We can provide run off cover on an annually renewable basis with a reducing scale of premium payment (subject to satisfactory claims experience).

WARRANTIES & CONDITIONS

A warranty is effectively an agreement which you have made relating to an action, or fact, that you have undertaken (or agree to undertake) as part of the policy. For example, "It is warranted that you will keep your property in a good state of repair....".

Conditions under a policy operate in a similar way to a warranty and generally create a responsibility, or requirement, that certain actions need to be met (or adhered to) for policy cover to operate. For example, some treatments / activities will carry specific conditions.

Please review your policy schedule and wording carefully to ensure you are fully aware (and can comply) with any applicable warranties and conditions.

EXCESSES

An excess is the first element of any claim for which you are responsible. There are various excesses depending on what treatments are provided. The applicable excess for each section of your policy will be shown on your policy schedule and relevant endorsements.

INDEMNITY SUMS INSURED

In terms of selecting your medical malpractice and professional indemnity limits, we also advise to choose the highest limit you can afford. Claims awards and legal defence costs continue to rise, it is always best to err on the side of caution to ensure you have adequate cover in place.

CLAIMS NOTIFICATIONS

In the event of a claim you must notify us as soon as possible, or, at the latest, within 21 days of first becoming aware of any complaint or circumstance that may give rise to a claim. If you are unsure whether a complaint may lead to a claim you should notify us anyway. Failure to report incidents within the 21-day reporting period may lead to a claim being refused. This means you will be liable for all legal costs and compensation costs that may be awarded against you by the courts.

You should never admit liability, nor enter into any arrangement with a claimant, as this can compromise a claim and leave you in breach of the policy Claims Conditions.

If you have any questions on the above, please do speak to one of our team.

PREMIUM FINANCE DIRECT DEBIT FACILITY

WHO DO WE USE FOR OUR PREMIUM FINANCE DIRECT DEBIT FACILITY?

Insync is a credit broker and we use a third party lender called Close Brothers Premium Finance Limited (Close) to provide premium finance loans to customers who prefer to pay in monthly instalments. We may receive commission payments for introducing customers to Close.

WHAT ARE MY OPTIONS AND WHAT FEES WILL BE APPLIED TO THE AGREEMENT?

Close offers different payment plans for new policies and renewal:

- New policies are subject to deposit payment of 20% of the total premium (including any applicable taxes and fees) followed by 9 monthly direct debit payments. The balance of premium after your deposit is subject to a credit charge of 9.95%.
- Renewal of your policy will be made by 10 monthly direct debit payments. The total premium financed (premium (including any applicable taxes and fees) is subject to a 9.95% credit charge.

Please note:

- A minimum interest charge of £15 applies per policy
- If you make mid-term changes to your policy, any additional premiums payable can be added to your existing loan agreement and the above interest rates will continue to apply

HOW DO I ARRANGE THE DIRECT DEBIT FACILITY?

- You can make your application online as part of your policy purchase, or via one of our Advisors.
- Close send your data to third parties to carry out anti-money laundering checks and a credit reference search
- Credit is subject to status and is not guaranteed.

Once the regulatory searches have been completed:

- Close will set up your customer account and email a 'Welcome Pack' which contains important information to enable you to create your online account and digitally sign your credit agreement

WHAT HAPPENS TO MY CREDIT AGREEMENT IF THE MONTHLY PAYMENTS ARE NOT PAID OR THE MANDATE IS CANCELLED?

Failing to meet your payments OR cancelling your direct debit instruction breaches the terms of the credit agreement and can have a number of consequences:

- Close will apply a Default Charge of £30.00
- Close may terminate your credit agreement - you may have to repay any outstanding monies immediately
- Close may take legal proceedings against you and you will be liable for all their costs (including legal fees)
- If Close are successful in legal proceedings, they will obtain either a County Court Judgement (CCJ) (which may affect your future credit rating) and in the more severe cases, may pursue bankruptcy or similar administration orders against you, which could ultimately result in you losing your home
- Close may report your non-payment to credit reference agencies which could adversely affect your future credit rating

Your premium finance agreement is an entirely separate contract from your insurance contract. In the event of your failure to meet payments, Close could approach the Insurer to seek cancellation of the policy to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and your policy is cancelled. This is because the agreement is between you (the policyholder) and the finance company direct – not us or the Insurer.

WHAT HAPPENS TO MY INSURANCE POLICY IF THE MONTHLY PAYMENTS ARE NOT PAID OR THE MANDATE IS CANCELLED?

Your insurer may cancel the policy - if they decide to do so, we will give you written notice (in accordance with the terms and conditions of your policy) which will detail the reason for cancellation. If the policy is cancelled due to non-payment of premium and a claim has been made, all outstanding premiums will be due immediately for the remaining policy period.

CAN I CANCEL MY AGREEMENT?

You have a 14 day right to withdraw from the agreement after it has been made (full details will be contained within your credit agreement). You can also change your mind about subsequent transactions you add to the agreement by contacting Close within 7 days.

TERMS OF BUSINESS

ACCEPTING OUR TERMS OF BUSINESS

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

References to “We” and “Us” means Insync Insurance Solutions Limited and our trading names Insync Medical, Insync Beauty, WhyQ, Contractorcover, Agenycover, Fisure, Hearing Cover, Insync Medical Indemnity, Locumsure, Red Guru Underwriting, Cover My Tools, Cyberguru, Dropcover, Mobiru, Salon Safe, Tattoo Safe and Vape Safe. References to “you” means the insured and/or their appointed agent.

THE FINANCIAL CONDUCT AUTHORITY

Insync Insurance Solutions Limited is authorised and regulated by the Financial Conduct Authority with FCA Register number FRN 766691.

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

OUR SERVICE

We generally provide advice on the basis of a fair and personal analysis of the market and can place business with a range of insurers. We act on your behalf in sourcing a suitable policy for you.

For some specific cover types, we may only deal with a single insurer or a limited number of insurers and do not advise on the basis of a fair and personal analysis of the market. In these cases we will advise you of this and specify the insurers that we deal with for that type of cover. When providing advice in this way, we are not under a contractual obligation to conduct insurance distribution exclusively with these insurers.

We may at times act on behalf of the insurer under a delegated authority agreement whereby we are able to quote or issue policy documentation on their behalf. Where we recommend a policy with an insurer where we act under a delegated authority agreement we will advise you of this.

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

Your specific circumstances will dictate which of these bases is the most appropriate for you. The approach which we adopt, will be based on our knowledge of the market, the quality of an insurer’s policy terms and claims service and the insurer’s ability to provide definitive contract terms at inception of insurance. We will provide you with a personal recommendation.

In some circumstances, a product may be offered to you on a non-advised basis with no personal

recommendation. We will, however, provide sufficient information to enable you to make an informed decision as to whether the product is suitable for your needs. We will tell you if a sale is on a non-advised basis.

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

CONFLICTS OF INTEREST

We are part of the Global Risk Partners Limited (GRP) group which comprises a number of insurance intermediaries. We may sometimes approach other GRP group companies to provide quotes and may recommend their products if they are assessed to meet your needs. We will tell you if this is the case.

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

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

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

COMPLAINTS

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

Ben White, Insync Insurance Solutions Limited, Unit 9, Albany Park, Cabot Lane, Poole, BH17 7BX Tel: 01200 309516 Email: hello@insyncinsurance.co.uk

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

Who is an Eligible Complainant?

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

- An individual who has given a guarantee or security in respect of an obligation or liability of a small business

If your policy is placed with a Lloyd's Syndicate and you wish to ask Lloyd's to investigate your complaint you may do so by contacting: Complaints Team at Lloyd's, One Lime Street, London, EC3M 7HA; complaints@lloyds.com; 020 7327 5693; www.lloyds.com/complaints

COMPENSATION

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

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

OUR REMUNERATION

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

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

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

- The GRP Group may receive a payment from certain insurers based on sales or performance across all firms in the GRP Group. We may receive a proportion of any such payment
- The GRP Group may sometimes be paid Fees for Services. This is a payment made by an insurer in return for the provision of services over and above those covered by the commission paid and is based on gross written premiums.
- The GRP Group may sometimes be paid Insurance Service Brokerage (ISB). This is a payment made by an insurer in return for the provision of services to support the development and administration of the insurer's insurance business where no commission is paid.
- Where you pay your premiums by monthly instalments we receive a payment from the finance provider for introducing you, which is usually a percentage of the amount financed. Whilst we may recommend a provider to you, you remain free to make your own choice of premium finance provider.
- Where you purchase non-insurance products from us we may earn a fee from the supplier which is usually a percentage of the purchase price.
- Where you agree to utilise the services of a third party provider (e.g. replacement vehicle) we may earn a fee from that provider
- Some of our staff may be paid a bonus if they hit pre-agreed sales targets

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

CREDIT SEARCHES

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

HANDLING MONEY - STATUTORY TRUST

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

We hold client money in a statutory trust. We will retain any interest earned on the client money we hold.

We will take any commission owed to us upon receipt of the premium.

We may transfer client money to another person, such as another broker or settlement agent for the purpose of effecting a transaction on your behalf through that person. If the third party is outside the UK, the legal and regulatory regime may differ and you may notify us if you do want your money passed to person in a particular territory. By paying your premiums you are agreeing to us holding client money in the above manner.

HANDLING MONEY – RISK TRANSFER

We act as agent of insurers in collecting premiums from you and handling refunds that may be due to you. Once held by us, such monies are deemed to have been received by the insurer with which your insurance is arranged.

In the event that your policy is arranged with an insurer where we do not act as agent in collecting premiums, we will ask you to pay the premium directly to the insurer.

PAYMENT OF PREMIUMS

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

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

We will always contact you in good time before renewal to provide renewal terms. It is important that if you do not wish to renew that you inform us as soon as possible, When the payment for the

contract you have undertaken is by instalments (e.g. by direct debit), some policies may be renewed automatically if you have not contacted us to confirm that you no longer require such insurance.

MARKET SECURITY

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

FINANCIAL CRIME

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

YOUR RESPONSIBILITIES

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

It is your responsibility to ensure that all sums insured and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits we cannot accept responsibility for their accuracy.

DUTY OF DISCLOSURE - CONSUMERS

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

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

FAIR PRESENTATION – COMMERCIAL CUSTOMERS

If you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business or profession) the business has a duty to make a fair presentation of the risk to the insurer. This entails disclosing to the insurer every material circumstance which you

know or ought to know. You should conduct a reasonable search to ascertain all material facts within your organisation, making enquiries of senior management and other relevant individuals where necessary.

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

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

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

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

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

FAILURE TO DISCLOSE A MATERIAL FACT

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

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

Failure to present the risk fairly but this was not deliberate or reckless: This depends on how the insurers would have dealt with the policy had the risk been fairly presented. If they can demonstrate that they would have not provided the policy they are entitled to avoid the policy and no claims would be payable. You would be entitled to a refund of the premium. If insurers would have provided the policy but on different terms, those terms will be applied to the policy from inception. If insurers would have provided the policy and charged an increased premium, claim settlements could be reduced by the proportion of the increased premium.

WARRANTIES AND CONDITIONS PRECEDENT

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

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

Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of the policy or to the commencement of the risk is not complied with, the

insurer will not come on risk. If a condition precedent to the Insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'conditions precedent'.

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

FRAUD

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

CONTRACTING OUT

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

USE OF PERSONAL DATA

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

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

You have a number of rights (including the right of access to see personal information about you that is held in our records) and these are detailed in the Privacy Policy, but for any questions or concerns relating to the Privacy Policy or our data protection practices, or to make a subject access request, please contact us at:

– Company Secretary, 7th Floor, 55 Mark Lane, London EC3R 7NE.

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

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

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

CANCELLATION/TRANSER OF POLICIES

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

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

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

CLAIMS

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

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

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

OUR LIABILITY TO YOU

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

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

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

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

GOVERNING LAW AND LANGUAGE

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

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

SEVERABILITY

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

RIGHTS OF THIRD PARTIES

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

TERMINATION OF THE AGREEMENT

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