

Mr John Green
Barracks Lane Community Garden Project
36 Kenilworth Avenue
Oxford
Oxfordshire
OX4 2AN

21st December 2020

Dear Mr Green,

I am pleased to provide your renewal terms negotiated with insurers, based on the information you have provided previously. Please let me know immediately if you require any amendments to your cover.

Your price(s) including tax, fees and optional products*

Commercial Combined Package	Ecclesiastical Insurance Office Plc.	£594.72
Administration fee		£10.00
Total		£604.72

*See "Your Price summary" breakdown for further details

Documents Included

Please find attached your Renewal Pack detailing our recommendation along with our Terms of Business. In addition, we attach the following:

- ♦ Insurer Renewal schedule(s) / Statement of fact
- ♦ Notice to policyholder
- ♦ Policy Wording

What you need to do next

It is important that you read and understand our recommendation, and ensure that it meets your requirements. We draw your attention to our advice on significant Warranties, Conditions and Exclusions.

Details of the available payment methods are included in the "Available Payment Options" section of your pack.

Your Renewal instructions must be received prior your renewal date. Failure to provide instructions may mean your cover is not renewed. Please see the "How to Renew" section of your pack for further details.

If you would like to discuss anything in more detail, or if any of the information is unclear or incorrect, please feel free to contact me.

Yours sincerely

Laura Webb
Client Advisor
Direct Dial:07917047607
E-mail:Laura.webb@marshcommercial.co.uk

Your Policy Renewal

Client Name:
Barracks Lane Community
Garden Project

Your reference:
3478063

Renewal date:
01/01/21

No 1 Bridgewater Road,
Worcester, WR4 9FQ

Important Information

Duty of Disclosure / Fair Presentation

Under the Insurance Act 2015, you have a duty to make a 'fair presentation' of your business, its processes, and its activities to your insurers. It is also vital that you report planned changes to your business before you implement them. The fair presentation of risk requirement is an important point and refers to the business owner's responsibility to disclose information in a straightforward and concise manner – reducing any chance of misunderstandings.

Business owners have a responsibility to disclose relevant information about the risks the business faces known by them or by anyone playing a significant role in how the business is run managed and organised.

Further information on the Insurance Act and your duty of fair presentation is available later in the pack.

Important Information about Warranties, Conditions and Exclusions

An insurance policy is a legal contract between you and the insurer so we strongly recommend that you read the full terms and conditions of the cover offered with the insurer as detailed in the enclosed policy wording/s, schedule/s and/or quotation summary before making a decision to accept the policy offered.

The policy wording will include **conditions** that you must meet so that cover applies if a claim is made. The insurer can refuse to pay out if the policy **conditions** are not met.

The policy may also include **warranties**. A **warranty** is a condition you must comply with precisely. If a **warranty** is not fulfilled the insurer can suspend cover, or cancel it.

The insurer may also add an **excess** or **exclusion**. An **excess** is the amount paid, or the insurer holds back, in the event of a claim. An **exclusion** is a clause in the policy that states which risks the insurance won't cover.

Please read these documents carefully. If you do not understand or cannot see how it will work for you, contact us so that we can explain to you.

Data Protection

In renewing your insurance, Marsh Commercial and your insurers will use personal data you have provided either relating to you or a third party. More information about our use of personal data is provided in the Marsh Commercial Privacy Notice at <https://www.marshcommercial.co.uk/info/privacy/> or in hard copy on request by emailing or writing to Data Protection Officer, Jelf Insurance Brokers Ltd, 1 Tower Place West, London EC3R 5BU or dataprotection@marsh.com.

UN Sanctions

Please be aware that if your placement requires cover for military goods, or you transact business (including direct or indirect imports and exports, other forms of trading, services, travel and working abroad) with any country listed below, or with a natural person or corporate body subject to sanctions imposed by Law, you must notify us of all relevant details / circumstances which may arise during the period of your insurance cover, and not just at renewal. Dependent on the activity and the sanctioned country your insurance programme may not be able to provide cover. Please consult us if you are in any doubt, or have any further questions.

Iran, Syria, North Korea, Cuba, Russia, Regions of Ukraine (Crimea & Sevastopol), Venezuela, Afghanistan, Armenia, Azerbaijan, Balkans (Serbia, Montenegro, Bosnia & Herzegovina), Belarus, Burundi, Central African Republic, DR Congo, Iraq, Lebanon, Libya, Mali, Myanmar/Burma, Nicaragua, Somalia, South Sudan, Sudan, Yemen, Zimbabwe.

Providing Information to Insurers

As explained in our Terms of Business, we may on occasion be able to obtain more favourable terms and conditions for your placement by providing insurers with certain types of information, including your expiring terms, a pricing objective, other insurer quotes or an opportunity to submit an improved quote. If you have any questions or objections regarding these strategies, please let us know.

Your Profile

Insured:	Barracks Lane Community Garden Project
Business Description	Allotment Association

Please let us know immediately if the above description is incorrect or incomplete, or if there has been an acquisition or changes in activity **during the period of insurance**. Your insurance **only** covers you for the above. If your business undertakes any other activities not currently listed, then your business may not be covered.

Your Requirements / Our Recommendation - Commercial Combined Package

Policyholder(s)	Barrack Lane Community Garden Project
Insurer	Ecclesiastical Insurance Office Plc.
Period of cover	01 January 2021 to 31 December 2021

We understand that you require the following:

Cover for your legal liability to pay compensation including legal costs for death or bodily harm, or damage to third party property arising in the course of your business.

Please let us know if you think anything above is incorrect, as it may affect our advice to you.

Our recommendation

We can recommend a Commercial Combined Package policy provided by Ecclesiastical Insurance Office Plc., our recommendation considers the following:

We have launched a new Allotment Scheme which has replaced the one previously provided by Royal Sun Alliance plc. Using our extensive knowledge of the insurance market we are delighted to announce that we have arranged an alternative insurance scheme with Ecclesiastical Insurance plc.

The new policy has been designed to meet the specific requirements of Allotment Associations and will continue to meet your current requirements. Please read the enclosed policy summary and wording document carefully and also note the "significant exclusions conditions or warranties" section.

In sourcing insurance(s) for you we act as your agent. In placing insurance(s) for you and in the event of a claim we normally act as your agent but should you instruct us to proceed and place this insurance, we will do so under a "delegated authority" granted by the insurers which means that we also act as agent of the insurer and have authority to accept insurance risks, issue documentation, and handle claims (in accordance with agreed terms) on their behalf.

Requirements we have not met

As per our recommendation above we believe that we have met your needs, however if you have any concerns that we have not met your requirements please contact us.

Additional cover recommendations not taken up

None

Policy changes

Any changes to your policy cover are detailed in the enclosed Documentation.

Features and benefits

As per your insurance policy wording and schedule.

Quotations

Insurer	Price (inclusive of IPT / VAT)	Notes
Ecclesiastical Insurance Office Plc.	£604.72	Recommended
Royal & Sun Alliance Insurance Plc	0.00	

Your price summary

Policy	Premium excluding IPT	Insurance premium tax	Total
Commercial Combined Package	£ 531.00	£ 63.72	£ 594.72
Admin Fee			£ 10.00
Total			£ 604.72

GRAND TOTAL	£ 604.72
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At any time, you can request information on any remuneration Marsh Commercial may have received when arranging your insurance.

How to Renew / Available Payment Options

Renewal instructions **must** be received prior to the renewal dates of your policies. Failure to provide instructions before the due date may mean your cover is not renewed.

Last year you paid for your Commercial Combined Package policy by making a BACS transfer direct into our bank account, this payment option is still available, and our bank details are shown below – please check that you have the correct account details noted before making your payment, as these may have changed.

Alternative Payment Methods are available as detailed below:

	<p>Account number: 10822094 Sort code: 20-43-56</p> <p>Please quote Your Reference: 3478063 when making payment.</p>
<p>Monthly instalments</p>	<p>A premium finance quotation is included on the next page. It may also be possible to pay by an insurer instalment facility please contact us to discuss either of these payment options.</p>
<p>Card Payments</p> 	<p>Please provide your card details. Unfortunately, we are not able to take American Express payments.</p>

Premium Finance Quotation

How premium finance could benefit you / your business:

- **Supports financial efficiency:** a competitive interest rate with no hidden charges, and you may be able to receive corporation tax relief on your finance payments.
- **Improves cash flow:** by keeping capital in your business rather than paying the full amount of your premium upfront, you can reinvest it where it is needed.
- **Spreads the cost:** spreading your payments over a flexible payment period makes budgeting easier.
- **Reduces paperwork:** you can have a single credit agreement and direct debit for a number of policies, saving you time and hassle.
- **Opens a new line of credit:** you can get premium finance in addition to any existing credit arrangements.

Overall amount	£604.72
Number of monthly instalments	10
Variable service charge	5.65%
Indicative APR	14.5%
The total charge for credit	£34.17

Initial instalment amount	£63.89
Subsequent monthly instalments of	£63.89
Total amount payable (total amount of credit)	£638.89

Further information on paying by Premium Finance is detailed below.

Premium finance Information Sheet

For the purpose of arranging premium finance, Jelf Insurance Brokers Ltd t/a Marsh Commercial (“Marsh Commercial”) acts as a credit broker and we can arrange for you to pay the premiums/fee(s) due in instalments by using an exclusive facility that we have negotiated for our clients with Close Brothers Premium Finance (CBPF) who, subject to criteria and acceptance, will provide funding to you.

To assess your application, and at other stages throughout the period of your credit agreement, Close Brothers may use credit scoring, credit reference agencies and automated decision-making systems. The assessment will take place after Close Brothers have received your application. This may leave a hard footprint on your credit record. If it is unsuccessful, Close Brothers will notify you in writing. You will then need to find an alternative way to pay for your insurance premiums.

Please consider the financial commitment you will be entering into when applying for credit with Close Brothers Premium Finance. The rate applicable has been provided for you above to help you decide if this product is suitable for you. We are providing this product on a ‘non-advised’ basis and do not give advice on its suitability. You will need to make your own decision about how to proceed.

If you decide to finance via CBPF, we will require you to advise us of your bank details, together with an email address and mobile telephone number of a person authorised to sign a credit agreement on your behalf, which we will provide to CBPF. CBPF will then send to you full details of the terms and conditions applicable together with all the required paperwork for you to sign. It is important that you read all of the information provided and take time to consider it carefully to ensure that it is the right product for you before signing. If your application is accepted by CBPF, Marsh Commercial will receive a commission for introducing customers to CBPF and the work we undertake.

To arrange your premium finance, Marsh Commercial and CBPF use the personal data you have provided either relating to you or a third party. More information about how we use personal data is provided in the enclosed Terms of Business and in the Marsh Commercial Privacy Notice available at www.marshcommercial.co.uk/info/privacy/. You can request a copy of the Marsh Commercial Privacy Notice by contacting dataprotection@marsh.com.

We only secure terms from CBPF. Upon request, we can investigate what, if any, facilities are available from the respective insurers that we recommend for renewal. Additionally, should any of the recommended insurers inform us that instalment facilities are available from them, then these will be detailed to you on the How to Pay/Renew section of this report.

Your instruction for us to proceed with CBPF will entitle them to collect the first instalment from you prior to CBPF receiving the completed application and / or direct debit mandate. If you fail to make a minimum payment on time you'll be charged a default fee of £30 (for loans under £25,000) or £50 (for loans over £25,000) which will be collected along with the missed payment. If CBPF is unable to collect under your Direct Debit instruction, they may cancel your agreement. You may be charged a cancellation fee of £15 (for loans under £25,000) or £125 (for loans over £25,000). You'll be liable to pay all sums owing and any charges CBPF may issue. Missing payments may affect your credit rating and can lead to cancellation of any insurance policy funded by CBPF.

Please note that incorporated entities do not benefit from Consumer Credit Act 1974 protections or the Financial Conduct Authority's Consumer Credit Sourcebook.

Cancellation (Consumers)*: You can withdraw free of charge from the credit agreement within 14 days of signing your credit agreement. If you do, you'll have to pay back any credit you received and find a different way to pay for your insurance premium. You can repay the credit agreement in full at any time or make a partial repayment.

*Consumers are: **Individuals, sole traders, unincorporated members' clubs** (other than a partnership) where at least one member is an individual, **small partnerships** (of two or three partners) where at least one of the partners is an individual, **Trusts** (other than a partnership) where at least one of the trustees is an individual and **unincorporated voluntary or charitable organisations / religious communities** (other than a partnership) where at least one member is an individual.

Please note that the credit product is only appropriate for the funding of your insurance policy and associated costs and not for any other purpose.

Useful Information

Claims Support Services

If you are in the unfortunate position of needing to report a claim, you will be able to find details of how to make a claim within your insurer documentation. If you need to report a claim outside of our usual business hours, you can [find emergency numbers here](#).

Maintaining Adequate Levels of Cover

The level of cover you have in place for property and business interruption policies must represent the true value at risk. In the event of a claim, if the insurer finds the sum insured to be less than the value at risk, settlement of that claim will be reduced proportionately, for example:

Sum Insured	£ 500,000
Correct Values	£1,000,000
Claim Value	£ 200,000

In this example, you would be under-insured, so the average condition would apply as follows:

$$\frac{£ 500,000}{£1,000,000} \times £ 200,000 = \quad \mathbf{£ 100,000 \text{ maximum claim payment}}$$

Buildings Insurance

The buildings declared value should be the rebuild figure and not the market value, and needs to include items as described in the Policy Definition of "Buildings" – for example, any car park, hardstanding, fencing, gates, roadways and professional fees. As an insurance broker we cannot advise on the rebuild value.

It is widely recommended by insurance companies that the reinstatement value of a building should be re-valued every 3 years to ensure the rebuilding sum insured is set correctly, allowing for current pricing and costs. If the buildings have not been valued recently then please let me know so I can provide some options for you. Please remember your premises are a significant asset and should be adequately protected alongside which you may have specific responsibilities to any lender with an interest in them.

Liability Insurance

Please may we remind you that it is your responsibility to ensure your limit of indemnity is adequate and adheres to any contractual legal and/or regulatory requirements that you may be subject to. If you are underinsured, in the event of a claim the maximum insurers will pay is up to the limit of liability provided by your policy.

Please contact us immediately if you need to revise your sums insured.

Focus on the Insurance Act

Please read this guidance note carefully, as any failure to comply with the duty of fair presentation and disclose material information to your insurer could adversely affect the validity of your insurance policy. If you have any questions, please do not hesitate to contact your usual Marsh Commercial adviser.

The Insurance Act 2015 aims to make insurance fairer for policyholders. The Act updated insurance law in three key areas:

- Disclosure and misrepresentation – what risk information you must present to the insurer, and how
- Warranties – how breaches of warranty (and other similar policy terms) are dealt with by insurers
- Fraudulent claims- what insurers can do if you make a fraudulent claim

What you need to do

The Act aims to put you in a better position than under the previous law as it helps to clarify what information you need to disclose when taking out and renewing business insurance. Insurers' remedies for non-disclosure, misrepresentation and breach of warranty are also fairer.

However, to benefit from the law, you will need to comply with your duty of "fair presentation". Otherwise, your ability to make a successful claim, the amount you can recover from insurers, and even whether you have any cover, will be at risk.

Your obligations

If you are a business and your insurance policy is governed by English law, you must, at all times, act with utmost good faith towards your insurer. Before your policy is placed, at renewal, and when varying or extending the policy you have to make a "fair presentation" of the risk and you must disclose to your insurer all information, facts, and circumstances which are, or ought to be, known to you and which are material to the risk.

In addition, if your policy contains a particular clause stating that any change in circumstances must be advised to your insurer, you will also have to disclose certain information during the policy period. When providing information or completing a proposal form or otherwise confirming any information to your insurer, you should take care to ensure that the details provided are complete and accurate.

Even where a proposal form is used, you should note that your duty to make a fair presentation is not confined to answering the specific questions listed in the form and/or asked by us and that all material circumstances should be disclosed to your insurer, regardless of whether or not your insurer has asked for the information.

The Insurance Act 2015 gives some guidance as to what a "fair presentation" of this risk means:

- You must disclose every material circumstance which is known by:
 - i. your senior management (the Act defines "senior management" as "those individuals who play significant roles in making of decisions about how the insured's activities are to be managed or organised"), and
 - ii. those **individuals responsible for arranging your insurance** (which includes risk managers and any employee who assists in the collection of data or who negotiates the terms of the insurance, such as your individual brokers)¹.
- You must conduct a reasonable search for, and disclose, **material** information that is available to you. It is important to note that this includes not only information held within your organisation² but also outside of it, including information held by your agents, and also held by persons and entities who are to be covered by the insurance.
- You must not make any misrepresentation to your insurer.
- You must provide the information your insurer in a manner which would be "**reasonably clear and accessible**" to a prudent insurer. This is a new, standalone duty.

What is "Material"?

Under English law, every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium and/or terms of the insurance and/or determining whether to accept the risk. This refers to "any" prudent insurer, not just the insurer, not just the insurer who has been offered the risk. A circumstance may be material even if disclosure would not necessarily have led to an increased premium or declinature of the risk.

In the context of business insurance policies, insurers are likely to regard matters such as, but not limited to, the examples detailed in the non-exhaustive illustrative examples below as material. If you are unsure, whether a fact or circumstance should be disclosed, or whether the duty of disclosure information continues throughout the period of a

¹ If you are an individual taking out a business insurance policy, for example if you are a sole trader or a trustee, you must disclose the material information that you know and that is known by the individuals responsible for arranging your insurance.

² If you are an individual taking out a business insurance policy, this means that it will not only be information that is known or held by you that may have to be disclosed.

particular policy, we would recommend that you disclose the information anyway, as failure to do so may lead to your insurer reducing its claim payment, applying additional terms or even voiding the policy.

When to disclose

Your duty to make a fair presentation applies throughout the negotiations preceding the placing of your policy until your insurer has agreed to accept the risk and has set the terms, price and level of participation, and the contract has been finalised. After the policy has been placed, your duty to make a fair presentation arises again:

- if you wish to make changes to the policy so that your insurer takes additional risk; or
- when there is an extension of the policy period; or
- when a policy condition requires you to advise your insurer of a specific increase or alteration in risk.

Your duty to make a fair presentation and disclose material facts and circumstances also arises again during the renewal process.

Failure to disclose

The consequences of failing to comply with the duty of fair presentation and failing to disclose a material fact or circumstance will depend on the precise terms of your insurance policy.

The Insurance Act 2015 sets out the remedies that your insurer will have if you fail to comply with the duty of fair presentation. Your insurer's remedies will depend on whether or not your failure was deliberate or reckless:

- If you deliberately or recklessly fail to comply with your duties, your insurer will be able to void the policy, that is, to treat it as if it has never existed, and may retain the premium.
- If your failure to comply with your duties was not deliberate or reckless, your insurer's remedy will depend on what the insurer can show it would have done had you made a "fair presentation of the risk";
 - If your insurer would not have entered into the contract on any terms, it can still void the contract but must return the premium;
 - If your insurer would have entered into the contract but on different terms (not related to premium), the contract may be treated as if it included those terms from the outset;
 - If your insurer would have entered into the contract but would have charged a higher premium, the amount paid on a claim may be reduced proportionately.

Under the Act, it will now be possible for cover to be reinstated once a breach of warranty is remedied, so you should keep a record of how you comply with your warranties, remedy any breaches as soon as possible, and keep us closely informed so we can work with you and your insurers to get cover reinstated.

Insurers "contracting out"

Insurers will be allowed to opt out of all, or parts of, the new Act (apart from the abolition of "basis of contract" clauses). However, they can only do this if they meet certain "transparency requirements". Before the policy starts, they must tell you and/or your broker how they propose to opt out, and they must explain the potential effect of opting out.

REMEMBER – You are responsible for the accuracy and completeness of all the information you provide to us and to your insurer.

Non-exhaustive illustrative examples of material information

Circumstances, which may be considered material, are:

- Special or unusual facts relating to the risk.
- Any particular concerns which led you to seek insurance cover for the risk.
- Anything, which would generally be understood as being something that should be disclosed for the type of risk in question.

General information about your business

- Business activity (or change to business activity), including processes, products and geographic presence.
- New companies, markets, acquisitions or disposals.
- Additional premises/insurable items.
- Changes to premises.
- Higher than ordinary degree of risk or liability (specific to your business or industry-specific).
- Business financial status
- Loss history/experience, including paid and outstanding claims and potential claims/circumstances/incidents/losses that were not reported as claims (whether insured or not).
- Details of criminal charges and convictions of your organisation, its directors or employees; regulatory investigations or enforcement/health and safety investigations or prosecutions.

- Any insurers' previous declinatures, refusals to renew, imposed terms/restrictions in cover, mid-term cancellations etc.

Material damage policies

- Changes in construction and/or purpose.
- New/amended processes.
- Changes to fire protections.
- Increased storage of hazardous materials/attractive stock.
- Any attempted break-in or arson attack.
- Use of temporary/third party premises.

Liability policies

- Changes to business activities (including disclosing historic activities that have ceased).
- The creation or acquisition of new companies for which cover is required.
- Products exported to, or work in overseas territories (particularly the USA or Canada).
- Work in or on hazardous locations such as offshore installations.
- Health and safety investigations/prosecutions.

REMEMBER – this list provides examples only. If in doubt disclose. For more information about the duty of disclosure and fair presentation, contact your local Marsh Commercial representative.

Commercial Terms of Business

The purpose of this document is to set out the professional relationship and the services Jelf Insurance Brokers Limited (registered office: 1 Tower Place West, Tower Place, London, EC3R 5BU and company number: 00837227) will provide to you. This is our standard client agreement upon which we intend to rely (**'Terms of Business'**). For your own benefit and protection you should read the terms carefully **and in particular, we would like to draw your attention to sections 7 ('Client money'), 13 ('Information and changes we need to know about') and 19 ('Limit of liability')**. If there are any terms which you do not understand, please ask us for further information.

Marsh Commercial is a trading name of Jelf Insurance Brokers Limited and is authorised and regulated by the Financial Conduct Authority ('FCA') for General Insurance Distribution and Credit Broking (Firm Reference No. 302751) You can check our permissions and the names under which we trade on the FCA's website <http://www.fca.org.uk/register> or by calling them on 0800 111 6768 (freephone) or 0300 500 8082. Not all products and services offered are regulated by the FCA. We will tell you where this is the case.

For the purposes of these Terms of Business the term '**affiliate**' means any member of our group, which means our subsidiaries, ultimate holding company and all of that ultimate holding company's subsidiaries as defined in section 1159 of the Companies Act 2006.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

You have the right to ask us for a copy of any personal data that we hold about you in our records, and to correct any inaccuracies or out-of-date information. Should you wish to do so or if you have any questions about our use of the personal data you provide please contact your regular Marsh Commercial contact or write to the Data Protection Officer:

The Data Protection Officer
Jelf Insurance Brokers Limited
1 Tower Place West
London
EC3R 5BU
Email: dataprotection@marsh.com

Our information and/or documentation can be made available in a larger font, or an alternative format, on request. Please contact your Account Executive for further details.

1. **Our services**

- 1.1. We are an insurance intermediary and risk consultant, and will act on your behalf in arranging your insurance requirements. However, in certain circumstances we may act for or owe a duty of care to other parties such as insurers. We will inform you when these circumstances occur so you will be aware of any possible conflict.
- 1.2. Insurance policies taken out, amended or renewed through our **online/remote service** (i.e. without speaking to one of our advisors) will be on a **non-advised basis**. This means information will be provided in order for you to make an informed decision about any insurance transactions undertaken by you. You should therefore ensure such transactions are suitable for your needs.
- 1.3. If you speak to one of our advisors about taking out, amending or renewing your policy, then you are likely to do so on an **advised basis**. This will include the provision of advice and recommendations where appropriate, in order to ensure insurance discussed is suitable for your needs.
- 1.4. We offer a wide range of products and our services may include:
 - advising on and recommending insurance cover following an assessment of your demands and needs;
 - negotiating terms on your behalf with insurers;
 - providing you with sufficient information so you can make an informed decision as to which policy you want;
 - making arrangements with the insurer for your policy to start; and
 - helping you with any on-going changes you have to make and providing assistance should you need to make a claim.
- 1.5. Depending on the type of cover you require, we will either:
 - look at a **range of insurers** that is representative of the insurance market; or
 - select from a **limited panel** of insurers; or
 - offer you a contract from a **single insurer**.
- 1.6. We will confirm which one of these applies before we arrange your insurance contract. A list of the insurers considered will be available on request.
- 1.7. Any information we provide on insurance regulatory and tax issues will be based on information available publicly and our experience from working on similar matters for other clients. We are not qualified to provide, and will not provide, legal, accounting, regulatory or tax advice. We recommend that you obtain your own advice on such matters from relevant professional advisers.

- 1.8. As part of our negotiations with insurers on your behalf, we may on occasion be able to obtain more favourable terms and conditions for your placement by providing insurers with certain types of information. Where we believe your interests would be advanced by doing so, you authorise us to do the following:
- at the outset of the negotiations, to provide insurers with the terms of the expiring policy, including pricing, and/or a pricing objective for your placement;
 - during negotiations, to provide one or more insurers with the terms of a quote received from another insurer, where in our judgment doing so may lead to improved terms for you; and
 - at the end of negotiations, to provide one or more insurers with an opportunity to submit an improved quote after all other quotes have been received.

1.9. We will be entitled to provide the services ourselves or, where appropriate, through one or more of our affiliates or subcontractors.

2. How we are paid

2.1. In most cases we are paid by commission from the insurer but in some circumstances, we may charge you a fee instead of commission or a combination of both. We may also receive an additional 'UK brokerage' commission on certain policy placements, which will be retained by Marsh Commercial – any arrangements we have with you for the rebating of commission will not apply to this fixed brokerage.

2.2. We receive payments from insurers for providing consulting, data analytics and other services. These services are designed to:

- improve the range of products we can offer to our clients
- help insurers to identify new opportunities; and
- make insurers more efficient

2.3. The scope and nature of these services vary. A list of insurers who pay us for consulting services is available at <https://www.marshcommercial.co.uk/info/transparency>.

2.4. In addition to commission payments and/or client fees, we may also receive remuneration for certain consultancy, administrative and other services provided to insurers (e.g. risk management services or claims preparation) or income derived from the arrangement of finance (see section 4 – Premium financing) or other services with third party suppliers.

2.5. We will also make individual client administration charges per policy (up to a maximum of 3 policies, per policy period) to cover the costs associated with administering your insurances – e.g. arranging a new policy, carrying out short-period or mid-term cancellations, mid-term changes, providing replacement or duplicate documents and for other administrative tasks. We will advise you of the amount of fee before you become liable to paying it. Individual charges will not be made in relation to employee benefit-related products.

2.6. If you make a change, or cancel your policy mid-term which results in a return of premium, we will retain any commission and/or fee amount to cover our administration and advisory costs. This amount will be specified to you during the transaction process.

2.7. If you would like details of how much commission we earn for arranging your policy, please let us know. If you have any questions, issues or concerns regarding how we are paid, then please contact a member of your Marsh Commercial service team. Alternatively, you may send an email to: commission.disclosure@marshcommercial.co.uk

3. Premiums

3.1. You must settle the premium(s) due in cleared funds in accordance with the amounts and payment dates specified in our correspondence with you. **Failure to meet the payment dates may lead to insurers cancelling your policy, thus leaving you without insurance cover. Please note that where insurers have specified that the premium must be settled by a certain date (i.e. 'premium payment warranty'), failure to comply can result in the automatic termination of your insurance contract.**

3.2. Premiums can be settled direct with the insurer or in many cases can be paid by premium finance (see section 4 – Premium financing) or paid to us (see section 7 – Client money).

3.3. Please also note that your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

4. Premium financing

For the purposes of arranging premium finance, Marsh Commercial acts as a credit broker and in arranging premium finance, we are acting on behalf of and owe a duty to the premium finance provider. We work exclusively with Close Brothers Limited, trading as Close Brothers Premium Finance ('Close') to provide a premium finance facility to our insurance clients – a loan with Close is designed for the repayment of insurance premiums only. We will provide you with information about this payment option on a **non-advised basis** – i.e. we are not providing you with advice as to the choice of finance provider or the suitability of the premium finance product and you will need to make your own decision about whether to proceed. If you do elect to finance your premium payments via Close, **Marsh Commercial will receive a payment in return for the work that it undertakes on behalf of the finance provider.** Acceptance is subject to status and terms & conditions apply and Close may undertake an enquiry with a credit reference agency such as Experian when you make an application. The credit reference agency will add details of the search and the application to their record about you whether or not the application proceeds. Further details will be provided when an application for finance is made. Insurers own credit facilities may also be available if appropriate.

5. Awareness of policy terms & conditions

When your policy is issued, you are strongly advised to read it carefully as it is that document, along with the schedule/certificate, that details the policy terms and conditions of the insurance contract you have purchased. You should make sure the documents are accurate and contact us if they contain any errors. If you are in any doubt over any of the policy terms or conditions or you do not understand them, please ask a member of our staff for further clarification.

6. Claims service

- 6.1. As part of our service, whilst we are your appointed broker, we will help you submit a claim on your policy to your insurer but it remains your responsibility to have read, understood or queried all documentation upon receipt. We may also provide a claims handling service but should we do so, we reserve the right to charge a reasonable fee for our services. In the event that we no longer act as your appointed broker, we may provide (at your request) a claims handling service or if we are already providing one, continue to provide a claims handling service but in each case, subject to payment of a reasonable fee.
- 6.2. All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. If you are unsure whether a matter constitutes a claim or not, please contact us and we will advise you. A delay in notifying a claim and/or completing required forms will risk a loss where you/the policyholder may suffer not being paid in part or in full. You should not, however, admit liability or agree a course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your insurer.

7. Client money

- 7.1. If we hold money on a client's behalf, it will be held in a trust fund that is separate from our own cash assets. These separate trust fund arrangements are commonly known as 'client money'. If we were ever unable to pay our debts, then those to whom we owe money (our creditors) should not be able to make claims on our client money in the separate trust funds as it does not form part of our own cash assets.
- 7.2. The trust arrangement we use for client money is known as a non-statutory trust. Here, we may use premiums and claims monies we receive to cross-fund clients' premiums and claims; for example we may pay a premium on to an insurer before we have received it from the client if we believe it is in the best interests of that client.
- 7.3. We have agreements with some insurers (known as 'risk transfer agreements'). Under these risk transfer agreements the insurers agree that they are responsible to you for any premium that you have already paid to us and that they remain responsible for any premium refunds or claims payments until the premium refund or claim payment is received by you. In this case we may hold client money due to or from the insurers in the same trust fund.
- 7.4. Where we do not have risk transfer agreements in place with insurers the client money we hold will still be protected within the non-statutory trust but will be known as 'non risk transfer' client money. Non risk transfer clients have priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of Marsh Commercial's non risk transfer clients.
- 7.5. We do not use client money to pay ourselves commission before we receive your premium.
- 7.6. When we hold client money on trust for you this gives rise to fiduciary duties upon us that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when we receive premium in the case of risk transfer agreements).
- 7.7. Without affecting our fiduciary duties to you, in some cases we may:
- hold client money in accounts which are outside of the United Kingdom and which may be subject to different legal and regulatory conditions and may treat money differently in the event of a bank failing. If you are a consumer (a person who buys products or services for personal use and not for business purposes) you can ask us not to put your client money in an account in a particular country.
 - pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask us not to pass your money to an intermediary outside of the United Kingdom or in a particular country.
 - arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account. If we do this, we will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.
- 7.8. If, in the process of handling client money, we earn interest or benefit from investment income or from foreign exchange rate movements, we will keep any such amounts.

8. Cancellation rights

Your insurance contract may include a cancellation clause and you may have the right to cancel your policy. If you decide to cancel your insurance contract within any stipulated timeframe and you have not made a claim on the policy, you may be entitled to receive a refund of any premium paid, less any reasonable costs incurred by the insurer in providing the cover. The terms of your policy may allow insurers to retain the premium in full or to charge short period premiums in the event of cancellation before the policy expires – please check your policy documentation for further information or ask a member of staff for clarification. Please note our commission and, where appropriate, fees are fully earned from the date insurance cover commences and will not be refundable in the event of cancellation, avoidance or early termination of a policy.

9. Complaints

- 9.1. We are committed to providing our customers with a high standard of service but things can go wrong in any business. If for any reason we have not met your expectations please let us know by informing your usual contact or you can contact our complaints department on 0117 240 2000 or write to us at Complaints Department, Marsh Commercial, Castlemead, Lower Castle Street, Bristol, BS1 3AG.

- 9.2 Should you remain dissatisfied with the way we resolve a complaint, you may have the right to refer to the Financial Ombudsman Service, free of charge. Their address is:

The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR. Tel: 0800 023 4567.

Further information and an online complaint form can be found on the Financial Ombudsman Service website: <https://www.financial-ombudsman.org.uk/>

10. **Compensation**

If we are unable to meet our obligations, you may be able to submit a claim to the Financial Services Compensation Scheme ('FSCS'). Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance (such as motor insurance), insurance advising and arranging is covered for 100% of the claim. For full details and further information please contact the FSCS helpline on 0800 678 1100 or visit their website www.fscs.org.uk.

11. **Insurers**

- 11.1. It is our normal practice to assess on a regular basis the financial strength of the financial institutions that we introduce to our clients. This process involves monitoring the financial ratings applied by independent rating agencies such as Standard & Poor's and Moody's along with other publicly available information.

- 11.2. The ratings applied to each firm are a reflection of the agencies' views on the medium to long-term ability of each firm to meet its obligations to its policyholders. Where an insurer achieves or exceeds our minimum requirements we place it on our acceptable list. It should be noted that whilst we take every care to promote only the strongest institutions, we are unable to guarantee the financial strength of any insurance company.

12. **Quotations**

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

13. **Information and changes we need to know about**

- 13.1. You have a duty under the Insurance Act 2015 to make a 'fair presentation of the risk' to your insurers. This duty requires you to disclose all 'material' information, facts and circumstances; to do so in a manner which is 'reasonably clear and accessible', and not to make any misrepresentations. This duty applies before you take out your policy, when you renew it, when you vary or extend it, and also during the life of the policy, if it contains a particular clause stating that any change in facts or circumstances must be advised to your insurer.

- 13.2. A 'material' fact is one which would influence the judgement of a prudent insurer in determining whether to take on the risk and, if so, on what terms. It includes (but is not limited to) any particular concerns which led you to seek insurance cover, any special or unusual facts relating to the risk, and anything which people involved with this type of insurance and your type of business would generally understand as being something which should be included in a fair presentation of the risk.

- 13.3. This duty requires you to disclose all material facts which are known by your 'senior management' (i.e. the individuals in your business who play significant roles in the making of decisions about how your business' activities are to be managed or organised) and by the individuals who are responsible for arranging your insurance (including your individual brokers). It also requires you to carry out a 'reasonable search' for material information that you ought to know and which is reasonably available to you. You should therefore make appropriate enquiries for material information throughout your business (including divisions and departments), and outside your business (such as enquiries of your agents and of anyone who will be covered by the insurance).

- 13.4. When providing information, completing a proposal form or otherwise confirming any information to your insurer, you should take care to ensure that the details provided are complete and accurate; and that all material statements of fact are substantially correct and not misleading, and that any representation you make which is a matter of expectation or belief (e.g. an estimate or forecast) is provided in good faith.

- 13.5. **Failure to comply with your duty of fair presentation could prejudice your right to recover in the event of a claim or enable insurers to apply additional terms to your policy from the date it started, or even to 'avoid' your policy (i.e. cancel it from the start, without refund of premium) and treat as if it never existed.**

- 13.6. This is only a summary of your duty to disclose material information. For further guidance, please read the document entitled 'The duty of disclosure and fair presentation' and if you have any questions please speak to your usual Marsh Commercial contact.

14. **Transferred business**

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

15. **Data Protection**

- 15.1. The parties both warrant that they will observe the provisions of the applicable UK law (including the Data Protection Act 2018), EU law (including the General Data Protection Regulation (Regulation (EU) 2016/679)) and any other data protection laws, applicable to any services provided under or in connection with these Terms of Business.

- 15.2. To provide our services, we will collect and use information about individuals such as their name and contact details, as well as special categories of personal data (e.g. health information) and information about criminal convictions and offences. The purposes for which we use personal data may include arranging insurance cover, handling claims, for crime prevention and detection and for marketing. More information about our use of personal data is provided in the Marsh Commercial Privacy Notice available at www.marshcommercial.co.uk/info/privacy/. You can also request a copy of the Marsh Commercial Privacy Notice by contacting dataprotection@marsh.com. We recommend that you review this notice.
- 15.3. Providing the services may involve the disclosure of personal data to third parties such as insurers, reinsurers, loss adjusters, premium finance providers, sub-contractors, our affiliates and to certain regulatory bodies who may require your information themselves for the purposes described in the Marsh Commercial Privacy Notice.
- 15.4. Depending on the circumstances, the use of personal data described in this notice may involve a transfer of data to countries outside the UK and the European Economic Area that have less robust data protection laws. Any such transfer will be done with appropriate safeguards in place.
- 15.5. We will maintain data security procedures designed to protect against loss or compromise of personal data.
- 15.6. **Use of personal data based on consent: in some circumstances, we may need to collect and use special categories of personal data. Where your consent to our use of this information is necessary for us to provide you with the relevant services, this consent may be withdrawn at any time, but if it is we may be unable to continue to provide our services and this may mean that we are unable to process an enquiry or claim or that the applicable insurance cover will stop.**
- 15.7. **Where you are providing us with information about a person other than yourself, you agree to notify them of our use of their personal data and, where necessary obtain their consent to our use of certain special categories of personal data. You agree that our provision of the services to you is conditional on you providing such notices and obtaining such consents. Where the consent of such third party is required, they may withdraw any such consent at any time but if consent is withdrawn then we may be unable to continue to provide services to them (and possibly you), and this may mean that we are unable to process enquiries or claims or that the relevant insurance cover will stop.**
- 15.8. Where you have consented or we are otherwise legally permitted to do so, from time to time we may send you information about products or services offered by Marsh Commercial and/or our affiliates either by post, telephone or e-mail and if the product or service is offered by one of our affiliates, we may pass your contact details to them so they can contact you directly. If you would not like us, or any of our affiliates, to send you this type of information, please advise your usual contact or you can write to the Data Protection Officer at dataprotection@marsh.com or 1 Tower Place West, Tower Place, London, EC3R 5BU.
- 16. Confidentiality**
- 16.1. We will keep your information confidential. However, in the normal course of business and in acting on your behalf we may disclose your information to our employees, agents, outsourcers, premium finance providers, affiliates or sub-contractors or to insurers and their agents. We may also have to disclose your information pursuant to legal or regulatory requirements including, but not limited to, requests meeting the requirements under the Third Parties (Rights Against Insurers) Act 2010. Any disclosure to any other third party will only be made with your prior written consent.
- 16.2. We will be entitled to use information in relation to your insurance, on a de-identified and/or aggregate basis, when dealing with insurers on other risks on behalf of policyholders other than yourself.
- 16.3. We may:
- provide databases to insurers which may include confidential information relating to your insurance; and
 - include, on a de-identified and/ or aggregate basis, information relating to your insurance programme and risk management in benchmarking, modelling and other analytics offerings.
- 16.4. More information regarding the databases, benchmarking, modelling and analytics referenced in section 16.3 is available at: <https://www.marshcommercial.co.uk/info/transparency>.
- 16.5. This confidentiality commitment to you does not apply to information lawfully in our possession or in the public domain.
- 17. Renewals**
- The information you have previously provided to us is what your insurance cover has been based on. Renewals are invited on the basis that there have been no changes in the risk or item being insured, other than those specifically notified to us or your insurers (see section 17 - Information and changes we need to know about). It is very important that you check this carefully and confirm it remains accurate and complete. You should contact us immediately if the information is incorrect or if your circumstances have changed so we can update your details. **Failure to notify us or your insurer of any incorrect information or change in circumstances may lead to your policy being cancelled or your claim rejected or not fully paid.**
- 18. Work product**
- We disclaim all responsibility for any consequence whatsoever should a third party rely upon any report, letter, information or advice we provide to you without our prior written consent that such third party may do so.
- 19. Limit of liability**
- Marsh Commercial's aggregate liability and the liability of Marsh Commercial to you, on any basis (including for example for breach of contract or negligence), arising out of or in connection with these Terms of Business shall be limited in total: (i) for insurance broking services to the amount of £10,000,000; and (ii) for consulting services to the greater of £500,000 or ten times the total compensation paid

to Marsh Commercial for providing consulting services. Marsh Commercial shall not be liable to you in any circumstances for any special, indirect or consequential loss. These provisions shall not apply to (i) any liability which cannot lawfully be excluded or limited; and (ii) any client defined as a consumer (i.e. a person acting for purposes outside their trade, business or profession).

20. Termination of these Terms of Business

These Terms of Business may be cancelled by either party by giving 14 days' notice in writing to the other. You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and or fees payable in relation to insurance cover placed by us prior to the date of written termination of our authority to act on your behalf.

21. Entire agreement

These Terms of Business set out the entire understanding of the parties in relation to the matters that they deal with and supersede and invalidate all previous letters, agreements and understandings (oral or written) in relation to those matters.

22. Variation & amendments

No variation of these Terms of Business shall be effective unless it is in writing. We have a right to amend these Terms of Business by sending you either a notice of amendment in writing or a revised Terms of Business. We will give you at least 30 days' notice of any changes or additions. You may end this contract at any time by giving 14 days' notice in writing under section 20.

23. Assignment and transfer

We may at any time assign or transfer or deal in any manner with part or all of our rights or obligations under these Terms of Business and may subcontract or delegate our obligations under these Terms of Business to any of our affiliates. You may not, without our prior written consent deal with in any manner your rights and obligations under these Terms of Business.

24. Third party rights (excluding rights under the Contracts (Rights of Third Parties) Act 1999)

Except as expressly provided in these Terms of Business, a person who is not a party to these Terms of Business shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Business. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Terms of Business are not subject to the consent of any other person.

25. Money Laundering Regulations and Proceeds of Crime Act

You agree to provide such evidence and information about your identity, and that of your associates, as we may reasonably require in order to comply with our obligations under money laundering legislation and regulations and associated Proceeds of Crime Act. We are obliged to report to the National Crime Agency and/or appropriate law enforcement agencies any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

26. Anti-bribery and corruption

The parties agree that Bribery, as defined under the Bribery Act 2010, is prohibited. It is therefore agreed that neither party will request, accept, offer or provide any payment or other advantage, to or from any person, which, in the absence of documentation to demonstrate otherwise, can be perceived as capable of influencing any person connected with the activities of either party to act improperly in contravention of the Bribery Act 2010. It is also agreed that neither party will offer or provide payments or any other advantage to a government official or worker, in any country, with the intention to influence such official or worker in their capacity as such, and to obtain or retain a business advantage.

27. Economic or Trade Sanctions

Notwithstanding section 20, we reserve the right to suspend or terminate these Terms of Business (in whole or in part) where we believe performance could be a breach of applicable economic or trade sanctions. We will not provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose us or our affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

28. Law & Jurisdiction

These Terms of Business shall be governed and construed in accordance with the laws of England and Wales. In relation to any legal action or proceedings arising out of, or in connection with, these Terms of Business unless otherwise agreed we both irrevocably submit to the jurisdiction of the courts of England and Wales.