

~~Mrs M Baker~~
~~7 Gosling Road~~
~~BX3 6FX~~
~~Rise~~
~~W2 5LD~~

Client Reference: ~~07565282001~~
Date Issued: 29/06/2018

Dear Mrs Baker

Liability Insurance Renewal

Thank you for renewing your Liability Insurance with Mobilers Insurance Services a trading name of Insurance Factory Limited.

Please find enclosed your Liability Insurance documents; please take the time to familiarise yourself with the documentation to ensure cover continues to meet your requirements. It is important to pay particular attention to any specific conditions, endorsements, limitations and warranties; failure to comply with these may invalidate claim or void the policy.

Please check all of the enclosed information carefully and advise us immediately if anything is incorrect. It is important that you review the enclosed Declaration Form to ensure all information is true and accurate; please contact us immediately if any information is incorrect as a separate proposal form may be required.

This policy is based on your demands and needs which are: -

- ✓ **Public Liability - £5,000,000***
- ✓ **Products Liability - £5,000,000***

*increasing to £10 million where required by contract or regulation

Reminder – Important Information

It is important to note that this policy cannot be transferred, and in the event of cancellation there is no refund of premium due to premiums being minimum and retained.

We can arrange cover for many other insurance products which may be of interest; please ask your renewal partner for details.

Please do not hesitate to contact us should you have any queries.

Yours sincerely

Mobilers Insurance Services

Mobilers Insurance Services
A trading name of Insurance Factory Limited

LIABILITY DECLARATION FORM
IMPORTANT PLEASE READ THIS DECLARATION

Policy No.: ~~XXXXXX~~
Z/003223
Name of Insured: ~~XXXXXXXX~~

THIS INSURANCE IS ACCEPTED ON STANDARD TERMS PROVIDED THAT NEITHER YOU, OR ANY OTHER PARTNER OR DIRECTOR, TO THE BEST OF YOUR KNOWLEDGE:-

1. Have had any Liability Insurer cancel or decline a proposal, refuse to renew cover or made subject to increased rates or special terms?
2. Have been convicted, prosecuted or are under any investigation for, or have any pending charge for any criminal offence involving arson, fraud, theft or dishonesty of any kind?
3. Have suffered any liability claims or been involved with any incidents which may give rise to claim (whether insured or not) during the last 5 years?
4. Have been prosecuted under any safety legislation during the last 5 years?
5. Have <you/the policyholder>, any partner or director in connection with <your/the policyholder's> business ever been declared bankrupt or insolvent?
6. Have <you/the policyholder>, any partner or director in connection with <your/the policyholder's> business ever had any connection, or been involved with a business which has ever been declared bankrupt or insolvent?

IF ANY ANSWER IS YES YOU WILL NEED TO COMPLETE A PROPOSAL FORM FOR UNDERWRITERS CONSIDERATION BEFORE ANY COVER ATTACHES

Declaration

1. I/We declare that to the best of my/our knowledge and belief that at the inception of this insurance
 - (a) the above statement of particulars which have been given separately by me/us or by others on my/our behalf, are true and complete
 - (b) any statement or particulars which have been given separately by me/us or by others on my/our behalf are true and complete
 - (c) I/We have not withheld any material fact*
2. I/We confirm that I/we have registered my/our business with the relevant Local Authority Environmental Health Department, my/our Gross Annual Turnover does not exceed that stated in the Schedule of Insurance and I/we am/are not involved in the erection or dismantling of any marquee/tent above 3.048 (10 ft) in height
3. I/We agree that this declaration and any particulars given separately shall form the basis of the contract
4. I/We understand that the Company reserves the right to decline this insurance in the event of material non-disclosure
5. I/We understand that Insurers share information with each other, credit reference agencies and other information agencies with regard to credit arrangements, policies and claims, primarily to help assess risks, handle claims and prevent fraud and I/we consent to this

***IMPORTANT**

Material facts are those which are likely to influence the Company in the acceptance or assessment of this proposal and it is essential that you disclose them. If you are in doubt about whether a fact is material, you should disclose it, since failure to do so could invalidate your policy.

NOTE - You cannot cancel or transfer this policy and there is no refund of premium available

**IF ANY DETAIL IS INCORRECT, PLEASE CONTACT YOUR BROKER IMMEDIATELY.
FAILURE TO DO SO COULD INVALIDATE YOUR INSURANCE IN EVENT OF A CLAIM**

Liability Complete – Schedule of Insurance
Arranged by Mobilers Insurance Services
A trading name of Insurance Factory Limited
Haden House, 16 Waterfall Lane Trading Estate, Cradley Heath, B64 6PU

Policy Number	ZK009228
Name and Address of Insured	Ms X Baker XOXOXOXOX OXOXOX OXOXOX
Period of Insurance	30/06/2018 to 29/06/2019

Limits of Indemnity

Section 1 - Employers Liability	Not Included
Section 2 - Public Liability	£5,000,000 any one accident or series of accidents arising out of one event*
Section3 - Products Liability	£5,000,000 (in the aggregate and in any one period of insurance)*
Pollution and Contamination	£5,000,000 in the aggregate any one period of insurance* * increasing to £10,000,000 where stipulated under contract or regulatory requirement

Section 2 and 3 combined

Excess (Section 2/3)	£250.00 each and every property damage claim
Declared Occupation	Mobile Trailer
Declared Employees	None
Declared Seating Capacity	0
Declared Turnover	£30,000
Premium (inclusive of IPT at current rate)	£68.00
Policy Fee	£25.00
Total	£93.00

Underwritten by Zenith Insurance Plc. and/or its co-insurers whose names and addresses are available on request.

Zenith Insurance Plc. is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No.211787) 846-848 Europort, Gibraltar. QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general Insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No.659521) No.7, 4th Floor, Block C, Skyway Offices, 179 Marina Street, Pieta, PTA 9042, Malta.

Several Liabilities Notice

The obligations of Zenith Insurance Plc. and it's co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurers individual subscription. If one of the insurer does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

SUMMARY OF LIABILITY INSURANCE COVER

INSURER	Zenith Insurance plc. is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No.211787) 846-848 Europort, Gibraltar. QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No.659521) No.7, 4 th Floor, Block C, Skyway Offices, 179 Marina Street, Pieta, PTA 9042, Malta.
ADMINISTRATOR	This policy is administered by Mobilers Insurance Services on behalf of Zenith Insurance plc. Mobilers and Mobilers Insurance Services are trading names of Insurance Factory Limited. Registered in England and Wales No. 02982445 authorised and regulated by the Financial Conduct Authority (No. 306164). Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.
TYPE OF COVER	There are 3 types of liability cover provided by the policy - Employers' Liability, Public Liability and Products Liability. The policy benefits provided in respect of each type of cover are shown below. The geographical limit of this policy is restricted to <ol style="list-style-type: none"> Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and Whilst temporarily outside the countries named in 1. above other than whilst in the United States of America or Canada and only in connection with the business carried on by the insured at or from an premises situated in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man other than offshore.
TERM OF THE POLICY	Zenith Insurance plc. Liability Insurance policies are for a 12 month period . Please refer to your Schedule of Insurance for the dates that cover is effective.
CANCELLATION	The terms of the policy do not give the policyholder a right of cancellation. This means that once you have taken out a policy, even if you subsequently decide not to continue with the insurance the full annual premium will be retained by the insurer. However, if the insurer elects to cancel cover a pro rata refund will be allowable subject to the retention by the insurer of a minimum premium. For full details of the insurer's cancellation process, please refer to General Policy Condition 8 in the policy booklet.
IN THE EVENT OF A CLAIM	Please call Mobilers on 01384 429901 Monday to Friday 9.00am—6.00pm (excluding Bank Holidays) Claims Correspondence should be sent to Mobilers Insurance Services, Haden House, 16 Waterfall Lane Trading Estate, Cradley Heath, B64 6PU

SUMMARY OF COVER		
This is a Policy Summary only. It does not contain the full terms and conditions of the contract. For full details of all policy terms, conditions & exclusions please refer to the policy booklet (a copy of which is available on request). The relevant sections of the policy booklet are shown below.		
TYPE OF COVER	SIGNIFICANT FEATURES & BENEFITS	SIGNIFICANT & UNUSUAL EXCLUSIONS & LIMITATIONS (see also overleaf)
Employers' Liability (Section 1) Protection for you as an employer against damages and legal costs that arise as a result of claims from employees who have suffered an injury or disease arising out of their employment. The cover provided complies with UK compulsory employers' liability law.	Cover includes protection for any Principal arising out of your work for such Principal. Cover includes the cost of defending a prosecution under the Health & Safety at Work Act Cover includes Contingent Motor Liability which will indemnify you (rather than your employee) whilst he or she is using his/her own vehicle in connection with your business (restrictions apply - see policy booklet Section 2 - Public Liability Extension 1).	A limit of £10,000,000 applies to any one occurrence. There is no cover for claims for which compulsory motor insurance is required (Condition1).
Public Liability (Section 2) Protection for your business against damages and legal costs that arise as a result of claims <ul style="list-style-type: none"> - from any person other than an employee suffering an injury, disease, or - for accidental damage to someone else's property. 	Cover includes protection for any Principal arising out of your work for such Principal. Cover includes the cost of defending a prosecution under the Health & Safety at Work Act. Cover includes Contingent Motor Liability which will indemnify you (rather than your employee) whilst he or she is using his/her own vehicle in connection with your business (restrictions apply - see policy booklet Section 2 - Public Liability Extension 1).	A limit of £5,000,000 applies to any one occurrence. This limit is automatically increased to cover any agreement or contract entered into by you where a higher limit is required but subject to a maximum limit of £10,000,000. There is no cover for property owned by or in the custody or control of you or your employees (Exception 1). Liability arising out of the use of water craft, motor vehicles (other than Contingent Motor Cover), passenger lifts and steam pressure vessels is excluded (Exception 2). Additional liabilities assumed under contract are not covered (Exception 3).

		Liabilities arising from gradual pollution are not covered (Exception 6).
<p>Products Liability (Section 3) Protection for your business in respect of claims</p> <ul style="list-style-type: none"> - from any person other than an employee suffering an injury, disease, or - for accidental damage to someone else's property <p>caused by or in connection with products sold or supplied by you.</p>	<p>Cover includes the cost of defending a prosecution under the Health & Safety at Work Act.</p> <p>Cover includes Consumer Protection Act and Food Safety Act legal defence costs.</p>	<p>A limit of £5,000,000 applies to all incidents arising during any one annual period of insurance. This limit is automatically increased to cover any agreement or contract where a higher limit is required but subject to a maximum limit of £10,000,000 in any one year.</p> <p>Additional liabilities assumed under contract are not covered (Exception 1).</p> <p>Liability arising from damage to the product itself and any cost of repair, recall, replacement or refund arising there from is not covered (Exceptions 2 and 3).</p> <p>Any liabilities arising from products supplied to USA or Canada are not covered (Exception 4).</p>

SIGNIFICANT & UNUSUAL GENERAL EXCLUSIONS/LIMITATIONS	
Excess (Sections 2 and 3)	You will have to pay the first £250 of every claim in respect of damage to property.
Claims involving asbestos (General Policy Exception 2)	The Public Liability and Products Liability sections of the policy exclude any claims which result from the use of any form of asbestos . The Employers' Liability section will cover such claims but only up to a maximum amount of £5,000,000 for any one occurrence or series of occurrences arising out of one cause.
Claims resulting from acts of terrorism (General Policy Exception 3)	The Public Liability and Products Liability sections of the policy exclude any claims which result from an act of terrorism . The Employers' Liability section will cover such claims but only up to a maximum amount of £5,000,000 for any one occurrence or series of occurrences arising out of one cause.
Reasonable Precautions (General Policy Condition 2)	You must take all reasonable precautions to minimise the risk of damage, injury and disease. You must comply with all statutory and other obligations and regulations imposed by any authority. This may be particularly relevant as far as Environmental Health Department registration and the carriage and storage of bottled gas is concerned.
Sub-contractors' own insurances (General Policy Condition 11)	You must make sure that all sub-contractors have adequate Employers' Liability, Public Liability and Products Liability cover and that their insurance provides an indemnity to you as principal. Any limits of indemnity under their policy must not be less than those applied by us.

COMPLAINTS PROCEDURE
<p>In the first instance these should be referred to the insurance intermediary arranging the insurance.</p> <p>If you are not satisfied with his or her answer, please make contact with our UK Service Provider at Mobilers Insurance Services, Haden House, 16 Waterfall Lane Trading Estate, Cradley Heath, B64 6PU. You will need to quote your policy number shown in the Schedule. In the event that our Service Providers have not resolved the matters within 8 weeks of you writing to them the problem can be referred to the Financial Ombudsman Service. Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.</p>

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)
The Insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. You can get more information about compensation scheme arrangements from the FSCS.

Caterers Liability Policy

Underwritten through Mobilers Insurance Services who act for and on behalf of
Zenith Insurance plc. and/or its co-insurer QIC Europe Ltd.

Mobilers and Mobilers Insurance Services, are trading names of Insurance Factory Limited.

Registered in England and Wales No. 02982445.

Authorised and regulated by the Financial Conduct Authority [No. 306164].

Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB

Administered by
Mobilers Insurance Services

Mobilers
Haden House
16 Waterfall Lane Trading Estate
Cradley Heath
B64 6PU

Tel: 01384 429903

www.mobilers.co.uk

info@mobilers.co.uk

Caterers Liability Policy

Introduction

Underwritten through Mobilers Insurance Services who act for and on behalf of Zenith Insurance plc. and / or it's co-insurers whose names and addresses are available on request.

This policy document is evidence of a legally binding contract of insurance between you (the insured) and us (Zenith Insurance plc. and / or it's co-insurers whose names and addresses are available on request). This contract is entered into on the basis that you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge and that any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete and has been given honestly and to the best of your knowledge and belief. The contract is based on the information you provided on your signed proposal form and any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy and the schedule of insurance together. The schedule tells you which sections of the policy are in force and what limits of indemnity apply to your insurance. Please check both documents carefully to make certain they give you the cover you want.

We have agreed to insure you against liability loss or damage that may occur within the geographical limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium. The cover we provide is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than you (the Insured) and us (Zenith Insurance plc. and/or its co-insurers whose names and addresses are available on request) has any rights that they can enforce under this contract except for those rights that they have under compulsory employers liability law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.

In witness hereof this policy has been signed for and on behalf of the Company.



Gary Humphreys
Underwriting Director
Zenith Insurance plc. and/or its co-insurers QIC Europe Ltd.

Zenith Insurance plc. is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No.211787) 846-848 Europort, Gibraltar. QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation authority in respect of underwriting business in the UK (No. 659521) No.7, 4th Floor, Block C, Skyways Offices, 179 Marina Street, Pieta, PTA 9042, Malta.

Several Liabilities Notice

The obligations of Zenith Insurance plc. and it's co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of it's obligations the other insurer's will not be responsible for the defaulting insurer's obligations.

This policy is covered by the UK Financial Services Compensation Scheme. If we cannot meet our obligations under the policy you may be entitled to compensation under the scheme. Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk or telephone 0207 741 4100)

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Our Service Commitment

What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would encourage you to tell us about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers in the United Kingdom, Mobilers Insurance Services.

If you have a complaint, please contact our service providers at the address below:

The Chairman
Mobilers Insurance Services
Haden House
16 Waterfall Lane Trading Estate
Cradley Heath
B64 6PU

When contacting Mobilers Insurance Services Limited please provide;

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve your complaint by the end of the third working day after receipt. If they cannot resolve your complaint within this timeframe they will acknowledge your complaint in writing within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower,
London, E14 9SR
Email: complaint.info@financial-ombudsman.org.uk

What you should know

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent. Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

Definitions

Where the following words or phrases appear in bold in this Policy or the Schedule of Insurance or the Endorsements they will always have the same meaning:

Business

The activities connected with the Declared Occupation shown on the **schedule of insurance** conducted at or from premises in the United Kingdom.

The Business includes:

1. **your** ownership or occupation of premises including incidental repair and maintenance, and
2. the provision of canteen social sports and welfare organisations for the benefit of **employees**, and
3. the provision of fire, first aid and ambulance services, and
4. private work undertaken with **your** consent by an **employee** for a director, partner or senior official of the **insured**.

Company/We/Us/Our

Zenith Insurance plc. and/or its co-insurers whose names and addresses are available on request.

Damage

Physical damage including physical loss.

Employee(s)

1. Any person(s) employed by **you**, under a contract of service or apprenticeship, or
2. labour masters and persons supplied by them, or
3. persons employed by labour only sub-contractors, or
4. persons offering their services on a labour only basis, or
5. persons engaged under a work experience or youth training scheme, or
6. self-employed persons and voluntary helpers, or
7. any person(s) supplied to or hired in or borrowed by **you** who is working for **you** in connection with the **business**.

Endorsement

A variation in the terms of this insurance, which replaces or alters the standard insurance wording.

Excess

An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

Geographical Limits

1. Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and
2. Whilst temporarily outside the countries named in 1. Above other than whilst in the United States of America or Canada and only in connection with the **business** carried on by the **insured** at or from any premises situated in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man other than offshore.

Injury

Bodily injury including death injury illness and disease.

Limit of Liability

The maximum amount **we** will pay under each section of this policy. The limits of liability are referred to and defined by the **schedule of insurance** and the individual sections of this policy.

Offshore

The period from the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

Period of Insurance

The **period of insurance** shown on the **schedule of insurance** and any subsequent period for which we accept renewal of this insurance.

Pollution or Contamination

1. All pollution or contamination of buildings or other structures or of air or water or land, and
2. all **injury** or **damage** directly or indirectly caused by such pollution or contamination

Principal

Any public authority, company, firm or person with whom **you** enter into a contract for the execution of work or the provision of services.

Product

Any goods or products (including their containers) sold, supplied, installed, repaired, serviced, tested, designed, manufactured, altered, processed or distributed by or on behalf of the **insured**.

Property

1. Material property, and
2. other property where loss or damage arises from trespass nuisance or any interference with right of way, light, air or water.

Proposal Form

The application for insurance and declaration completed by **you** or on **your** behalf. **We** have relied on the information provided on this form in entering into this contract of insurance.

Schedule of Insurance

The document which shows details of the **insured** and the insurance protection provided and forms part of this contract of insurance.

Vessel or Craft

Any vessel or craft or object made, or intended to float on, or in, or travel on, or through water or air.

You/Your/the Insured

The insured policyholder named on the **schedule of insurance**.

Section 1 - Employers' Liability

What is covered

If at any time during the **period of insurance** an **employee** sustains **injury** arising out of and in the course of his/her employment by the **insured** in connection with the **business** and within the **geographical limits** **we** will:

1. indemnify the **insured** against liability at law for damages and claimants costs and expenses, and
2. pay all other costs and expenses incurred with **our** written consent

in respect of such **injury**.

We will not make payment for any liability attaching by virtue of a contract or agreement which would not have attached in the absence of such contract or agreement except as provided in the sub-section headed 'Indemnity to Principal' below.

Indemnity to Principal

In the same terms that **we** insure **you** **we** will extend cover under this Section of the policy to include any liability assumed by **you** under any contract or agreement with a **principal** for the execution of work or the provision of services. Cover is provided under this sub-section only in respect of the **principal's** liability in relation to **your employees**.

Indemnity will be provided subject to the following limitations:

1. **We** will not provide cover for any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - b) the radioactive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
2. **You** must have arranged with the **principal** for the conduct and control of all claims to be vested in the **company** in accordance with General Conditions 4, 5 and 6 of this policy
3. The **principal** must observe, fulfil and be subject to the terms, limitations, exceptions and conditions of this policy in so far as they can apply.

Indemnity to other persons

The indemnity provided by this policy will also apply:

1. In the event of **your** death, to **your** personal representatives in respect of liability incurred by **you**,
2. If **you** so request, to any of **your** directors, officers, business partners or **employees** in their **business** capacity for claims under this section arising out of the **business** in respect of liability for which **you** would have been entitled to indemnity under this policy had the claim been made against you,
3. If you so request, to any officer or member of **your** social sports and welfare organisations and any member of **your** fire, first aid and ambulance organisations while acting in their respective capacities as such,

provided that all such persons have kept to all of the terms of this insurance and any applicable **endorsements**.

Limit of Liability

Our liability under this section of the policy in respect of any one occurrence or series of occurrences arising out of any one cause for all damages, costs and expenses will not exceed the **limit of liability** shown in the **schedule of insurance**.

Extension applying to Section 1

Health and Safety at Work etc. Act Legal Defence Costs

Under this section of the policy **we** will indemnify **you**, and if **you** ask **us** to do so **we** will also indemnify any of **your** directors or business partners or any of **your employees**, in respect of legal costs and expenses incurred with **our** written consent in the defence of any criminal proceedings (including a charge of manslaughter) brought for a breach of the Health and Safety at Work etc Act 1974. For cover to apply the offence must have been committed or be alleged to have been committed in the course of the **business** during the **period of insurance**. Cover is included for legal costs and expenses incurred with **our** written consent in an appeal against conviction and for prosecution costs awarded against **you** as a result of such proceedings.

These costs and expenses will only be paid providing that:

1. the proceedings relate to the health, safety and welfare of **your employees**, and
2. all legal costs and expenses incurred under this extension fall within the **limit of liability** stated in the **schedule of insurance** when added to any other payments **we** make under Section 1 of this policy.

This extension does not cover:

1. the payment of fines or penalties, or
2. legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act, event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the Health and Safety at Work etc Act 1974, or
3. any prosecution in respect of an offence that does not increase the risk of **injury** being sustained by **your employees** in the course of their employment by **you**.

Conditions applying to Section 1

1. Compulsory Motor Insurance

This section of the policy does not cover liability for injury incurred for which compulsory insurance or security is required under the Road Traffic Act 1988 or any other legislation relating to the compulsory insurance of motor vehicles.

2. Certificate of Employers' Liability Insurance

If you cancel this policy or the Employers' Liability Section of this policy any Certificate of Employers' Liability insurance issued by **us** is similarly cancelled from the same date and must be returned to us forthwith.

3. Compulsory Insurance Legislation

The indemnity granted by this section of the policy is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom, the Isle of Man or the Channel Islands but **you** must repay all sums paid by **us** which **we** would not have been liable to pay but for the provision of such law.

4. Jurisdiction Clause

The cover provided under this section of the policy will only apply to judgements, awards and settlements that are made under or are subject to the jurisdiction of the Courts of the United Kingdom.

There is no cover for judgements obtained elsewhere nor to judgements or orders obtained in the Courts of the United Kingdom for the enforcement of foreign judgements whether by way of reciprocal agreement or otherwise.

The premium for this section of the policy has been calculated accordingly and no consideration has been paid in respect of liabilities arising under any other Law or the jurisdiction of any other Courts.

Section 2 - Public Liability

What is covered

We will

1. indemnify **you** against liability at law for damages and claimants' costs and expenses, and
2. pay all other costs and expenses incurred with **our** written consent

in respect of

1. accidental **injury** to any other person, and
2. accidental **damage** to other people's **property**

occurring during the **period of insurance** and caused in connection with the business within the **geographical limits** of the policy.

Indemnity to Principal

In the same terms that **we** insure **you we** will extend cover under this section of the policy to include any liability assumed by **you** under any contract or agreement with a **principal** for the execution of work or the provision of services. Cover is only provided under this sub-section of the policy in respect of the liability of the **principal** for any negligent act or omission by **you** or **your employee(s)** arising from the performance of work that is the subject of your contract or agreement with the **principal**.

Indemnity will be provided subject to the following limitations:

1. **You** must have arranged with the **principal** for the conduct and control of all claims to be vested in the **company** in accordance with General Policy Conditions 4, 5 and 6
2. The **principal** must observe, fulfil and be subject to the terms, limitations, exceptions and conditions of this policy in so far as they can apply.

Indemnity to other persons

The indemnity provided by this policy will also apply:

1. In the event of **your** death, to **your** personal representatives in respect of liability incurred by **you**,
2. If **you** so request, to any of **your** directors, officers, business partners or **employees** in their business capacity for claims under this section arising out of the **business** in respect of liability for which you would have been entitled to indemnity under this policy had the claim been made against **you**,
3. If you so request, to any officer or member of **your** social sports and welfare organisations and any member of **your** fire, first aid and ambulance organisations while acting in their respective capacities as such,

provided that all such persons have kept to all of the terms of this insurance and any applicable **endorsements**.

Limits of Liability

Our liability under this section of the policy in respect of any one accident or series of accidents arising out of any one cause for all damages, costs and expenses will not exceed the **limit of liability** shown in the **schedule of insurance**.

However, in the event that

1. **you** enter into a contract or agreement which requires an increased **limit of liability**, or
2. there is a regulatory requirement for an increased **limit of liability**

our liability under this section of the policy will be automatically increased to the amount required in the said contract, agreement or regulation up to a maximum amount of £10,000,000 for any one accident or series of accidents arising out of any one event.

You will be required to produce documentary evidence of the contract, agreement or regulation in the event of a claim being reported under this policy.

Restricted Limit of Liability – Pollution or Contamination Claims

Regardless of the overall **limit of liability** applicable to this section of the policy the amount **we** will pay in respect of damages and claimants' costs and expenses arising out of all **pollution or contamination** occurring during any one **period of insurance** will not exceed in the aggregate the **limit of Liability** stated in the **schedule of insurance** in relation to **pollution or contamination**.

Extensions applying to Section 2

1. Contingent Motor Liability

Regardless of Exception 2 (b) overleaf **we** will cover **you** and no other person in respect of legal liability caused by or in connection with any vehicle owned by an **employee** which is being used in the course of the **business**.

This extension does not cover:

- a) Liability arising when the **employee's** vehicle is being driven
 - i) by **you**, or
 - ii) with **your** general consent by any person who to **your** knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding such a licence.
- b) Damage to any such vehicle.
- c) Any occurrence arising outside of the United Kingdom.
- d) Liability which is insured (or would be insured but for the existence of this extension) under any other insurance.

2. Health and Safety At Work etc Act Legal Defence Costs

Under this section of the policy **we** will indemnify **you**, and if **you** ask **us** to do so **we** will also indemnify any of **your** directors or business partners or any of **your employees**, in respect of legal costs and expenses incurred with **our** written consent in the defence of any criminal proceedings (including a charge of manslaughter) brought for a breach of the Health and Safety at Work etc Act 1974. For cover to apply the offence must have been committed or be alleged to have been committed in the course of the **business** during the **period of insurance**. Cover is included for legal costs and expenses incurred with **our** written consent in an appeal against conviction and for prosecution costs awarded against **you** as a result of such proceedings.

These costs and expenses will only be paid providing that:

- a) the proceedings relate to the health, safety and welfare of any person other than a person who is **your employee**, and
- b) all legal costs and expenses incurred under this extension fall within the **limit of liability** stated in the **schedule of insurance** when added to any other payments we make under Section 2 of this policy.

This extension does not cover:

- a) the payment of fines or penalties, or
- b) legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act, event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the Health and Safety at Work etc Act 1974, or
- c) any prosecution in respect of an offence that does not increase the risk of **injury** being sustained by any person other than an **employee** in the course of his/her employment by **you**.

Conditions and Exceptions applying to Section 2

Jurisdiction Clause

The cover provided by this section of the policy will only apply to judgements, awards and settlements that are made under or are subject to the jurisdiction of the Courts of the United Kingdom.

There is no cover for judgements obtained elsewhere nor to judgements or orders obtained in the Courts of the United Kingdom for the enforcement of foreign judgements whether by way of reciprocal agreement or otherwise.

The premium for this section of the policy has been calculated accordingly and no consideration has been paid in respect of liabilities arising under any other Law or the jurisdiction of any other Courts.

Exceptions applying to Section 2

What is not covered

This section of the policy does not cover:

1. Liability for **damage** to
 - a) **property** owned or occupied by **you** or in the care, custody or control of **you** or any of **your employees** other than
 - i) buildings which are temporarily occupied for the purpose of carrying out work thereon or therein, or
 - ii) clothing or personal property belonging to visitors, directors, business partners or **your employees**.
 - b) that part of any property on which **you** or **your employee** or **your** agent is or has been working.
2. Liability for **injury** or **damage to property** arising out of the ownership, possession or use by **you** (or on **your** behalf) of
 - a) any **vessel or craft** or work undertaken therein or thereon, or
 - b) any vehicle for which compulsory insurance is required under any legislation governing the use of motor vehicles, but this exclusion will not apply
 - i) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation), or
 - ii) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle beyond the carriageway unless such liability is the subject of indemnity in whole or in part under any other insurance, or
 - c) any passenger lift or steam pressure vessel.
3. Liability for **injury** or **damage to property**
 - a) if such liability has been assumed under a contract or agreement and would not have attached in the absence of the contract or agreement, or
 - b) caused by or arising from
 - i) advice design specification or treatment given or administered or omitted by **you** or on **your** behalf, or
 - ii) professional services rendered by **you** or on **your** behalf.
4. Liability for **injury** or **damage** to or arising from any product.
5. **Liability for injury** to any **employee** where the **injury** arises out of and in the course of such person's employment by **you**.
6. Liability arising from **pollution or contamination** other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of such incident will be deemed to have occurred at the time such incident takes place.
7. Fines, liquidated damages, penalty clauses or performance warranties.
8. Punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.

9. The **excess** stated in the **schedule of insurance**.
10. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
11. Liability in respect of
- a) any accident, loss or **damage** to any aircraft, or
 - b) death or bodily **injury** arising in connection with accident loss or **damage** to any aircraft, or
 - c) any other loss indirectly caused by such accident loss or **damage** to any aircraft

incurred caused or sustained while any activities of the **business** are carried out in or on any airport or airfield.

Section 3 - Products Liability

What is covered

We will

1. indemnify **you** against liability at law for damages and claimants' costs and expenses, and
2. pay all other costs and expenses incurred with **our** written consent

in respect of incidents resulting in

1. accidental **injury** to any other person, and
2. accidental **damage** to other people's **property**

occurring during the **period of insurance** within the **geographical limits** of this policy in connection with the **business** and caused by or through or in connection with any **product** sold or supplied by **you**.

Indemnity to other persons

The indemnity provided by this policy will also apply:

1. in the event of **your** death, to **your** personal representatives in respect of liability incurred by **you**, and
2. if **you** so request, to any of **your** directors, officers, business partners or **employees** in their **business** capacity for claims under this section arising out of the **business** in respect of liability for which **you** would have been entitled to indemnity under this policy had the claim been made against **you**, and
3. if you so request, to any officer or member of **your** social sports and welfare organisations and any member of **your** fire, first aid and ambulance organisations while acting in their respective capacities as such,

provided that all such persons have kept to all of the terms of this insurance and any applicable **endorsements**.

Limit of Liability

The total amount we will pay under this section of the policy for damages and claimants' costs and expenses in respect of all incidents arising during any one annual **period of insurance** will not exceed the **limit of liability** shown in the **schedule of insurance**.

However, in the event that

1. **you** enter into a contract or agreement which requires an increased **limit of liability**, or
2. there is a regulatory requirement for an increased **limit of liability**

our liability under this section of the policy will be automatically increased to the amount required in the said contract, agreement or regulation up to a maximum amount of £10,000,000 in respect of any one incident. This increased **limit of liability** will also apply to the total cost of all incidents arising during any one annual **period of insurance**.

You will be required to produce documentary evidence of the contract, agreement or regulation in the event of a claim being reported under this policy.

Restricted Limit of Liability – Pollution or Contamination Claims

Regardless of the overall **limit of liability** applicable to this section of the policy the total amount **we** will pay in respect of damages and claimants' costs and expenses arising out of all incidents involving **pollution or contamination** occurring during any one **period of insurance** will not exceed the **limit of Liability** stated in the **schedule of insurance** in relation to **pollution or contamination** claims.

Extensions applying to Section 3

1. Consumer Protection and Food Safety Acts Defence Costs

Under this section of the policy **we** will indemnify **you**, and if **you** ask **us** to do so we will also indemnify any of **your** directors or business partners or any of **your employees**, against legal costs and expenses incurred with **our** written consent in the defence of any proceedings brought for a breach of

- a) Part 11 of the Consumer Protection Act 1987, or
- b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990.

For cover to apply the offence must have been committed or be alleged to have been committed in the course of the **business** during the **period of insurance**. Cover is included for legal costs and expenses incurred with **our** written consent in an appeal against conviction and for prosecution costs awarded against **you** as a result of such proceedings.

This extension does not cover:

- a) legal costs and expenses where indemnity is provided by any other insurance, or
- b) legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act, event or omission, or
- c) the payment of fines or penalties.

2. Health and Safety At Work Legal Defence Costs

Under this section of the policy **we** will indemnify **you**, and if **you** ask **us** to do so **we** will also indemnify any of **your** directors or business partners or any of **your employees**, against legal costs and expenses incurred with **our** written consent in the defence of any criminal proceedings (including a charge of manslaughter) brought for a breach of the Health and Safety at Work etc Act 1974. For cover to apply the offence must have been committed or be alleged to have been committed in the course of the **business** during the **period of insurance**. Cover is included for legal costs and expenses incurred with **our** written consent in an appeal against conviction and for prosecution costs awarded against **you** as a result of such proceedings.

These costs and expenses will only be paid providing that:

- a) the proceedings relate to the health, safety and welfare of any person other than a person who is **your employee**, and
- b) all legal costs and expenses incurred under this extension fall within the **limit of liability** stated in the **schedule of insurance** when added to any other payments **we** make under Section 3 of this policy.

This extension does not cover:

- a) the payment of fines or penalties, or
- b) legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act, event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the Health and Safety at Work etc Act 1974, or
- c) any prosecution in respect of an offence that does not increase the risk of **injury** being sustained by persons other than an **employee** in the course of his/her employment by **you**.

Jurisdiction Clause

We will not provide any cover for any judgement, award or settlement made within countries which operate under the Laws of the United States of America or Canada (or for any order made anywhere in the world to enforce such a judgement, award or settlement either in whole or in part).

The premium for this Section has been calculated accordingly and no consideration has been paid in respect of liabilities arising under the Laws of the United States of America or Canada or the jurisdiction of the Courts of the United States of America or Canada.

Exceptions applying to Section 3

What is not covered

This section of the policy does not cover:

1. Liability for **injury or damage to property** if such liability has been assumed under a contract or agreement unless such liability
 - a) attaches solely by virtue of a condition or warranty of goods implied by law, or
 - b) would have attached in the absence of the contract or agreement.
2. Liability arising from **damage to the product** or any part of the **product**.
3. Any costs or expenses indirectly resulting from **damage to the product** or any part of the **product** such as costs or expenses incurred in repairing, replacing, recalling, reapplying, removing or making any refund in respect of the **product** or any part of the **product**.
4. Liability arising from any **product**
 - a) used with **your** knowledge in connection with aircraft, aero spatial devices, air cushioned vehicles, waterborne craft, offshore structures or for marine or aviation purposes, or
 - b) supplied by or on **your** behalf for delivery to or use in the United States of America or Canada, or
 - c) whilst in your care, custody or control.
5. Claims arising out of circumstances which might be expected to give rise to a claim which you knew about prior to the commencement of cover under this section of the policy.
6. **Injury or damage to property** caused by or arising from advice given by **you** or on **your** behalf.
7. **Injury** to any **employee** where the **injury** arises out of and in the course of such person's employment by **you**.
8. **Pollution or contamination** other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of such incident will be deemed to have occurred at the time such incident takes place.
9. Fines, liquidated damages, penalty clauses or performance warranties.
10. Punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.
11. The **excess** stated in the **schedule of insurance**.
12. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

General Policy Exceptions

THESE GENERAL POLICY EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE POLICY

What is not covered

This policy does not cover any actual or alleged liability

1. Directly or indirectly occasioned by or happening through or in consequence of war invasion acts of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
2. For any claim or claims in respect of loss or losses directly or indirectly arising out of resulting from or in any way involving asbestos or any materials containing asbestos in whatever form or quantity. This Exclusion shall not apply to Section 1 of this policy provided always that the **limit of indemnity** under Section 1 will be reduced to £5,000,000 for any occurrence or series of occurrences arising out of any one cause in respect of any claim(s) involving asbestos.
3. Directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this policy an act of Terrorism means an act including but not limited to the use of force or violence and /or the threat of any person or group(s) or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This Policy also excludes loss injury damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism.

If **we** allege that by reason of this Exception any loss, **injury, damage**, cost or expense is not covered by this policy the burden of proving the contrary will rest with **you (the Insured)**.

This Exception will not apply to Section 1 of this Policy provided always that the **limit of indemnity** will be reduced to £5,000,000 for any occurrence or series of occurrences arising out of any one cause in respect of any claim(s) involving any act of terrorism.

In the event that any part of this Exception is found to be invalid or unenforceable the remainder will remain in full force and effect.

4. Resulting from a deliberate act or omission by you, your directors, business partners or **employees**.

General Policy Conditions

THESE GENERAL POLICY CONDITIONS APPLY TO THE WHOLE OF THE INSURANCE POLICY

1. Payment of Premium, Keeping to the Policy Terms & Duty of Disclosure

We will only provide the cover described in this insurance policy if

- a) **you** have paid or agreed to pay the premium for the current **period of insurance**, and
- b) **you** or any person claiming protection has kept to all of the terms and conditions of this policy (including those applied by **endorsement**) as far as they can apply, and
- c) the information **you** gave on **your proposal form** and declaration is, to the best of **your** knowledge and belief, correct and complete.

Your premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** via **your insurance intermediary** immediately of any changes to that information. If you do not tell us about these changes **your** insurance may not cover **you** fully or at all. If **you** are not sure whether any facts are important, please ask your **insurance intermediary**. Some examples of changes **you** must tell **us** about are an increase in your gross annual turnover or number of employees, a change in the activities of the business, or convictions or prosecutions.

If you or anyone acting on your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate your claim, we will not pay the claim and cover under this insurance will cease immediately. You will not be entitled to any refund of premium.

2. Reasonable Precautions

You must

- a) take all reasonable precautions to minimise the risk of damage injury and disease as if this policy were not in force and ensure that all reasonable safeguards and precautions against accident and disease are provided and used, and
- b) exercise all reasonable care in seeing that the building, ways, works, implements, tools equipment, plant, machinery and appliances used in the **business** are substantial and sound and in proper order and fit for the purpose for which they are used, and
- c) exercise all reasonable care in the selection and supervision of **employees**, and
- d) comply with all statutory and other obligations and regulations imposed by any government, public or local authority.

3. Notification of Claims or Circumstances

Regardless of any **excess you may** have to pay under this insurance **you** must report any incident which may give rise to a claim under this policy. The address and contact details for reporting **your** claim are Mobilers Insurance Services Limited, Haden House, 16 Waterfall Lane Trading Estate, Cradley Heath, B64 6PU. Telephone: 01384 429903.

You must also

- a) as soon as reasonably practical notify **us** in writing giving full particulars of the claim or circumstance, and
- b) notify **us** in writing immediately if **you** and/or the person claiming to be indemnified has knowledge of any impending prosecutions, inquest or inquiry in connection with any circumstances for which there may be liability under this policy, and
- c) forward unanswered to **us** immediately on receipt every letter, claim, writ, summons or process in connection with such claim or circumstance, and
- d) give **us** all of the information and assistance that **we** may require, and
- e) at all times, in addition to the obligations set out above, provide **us** with all information and co-operation to allow **us** or **our** appointed agents to be able to comply with any relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice.

4. Claims Procedures

No admission of liability, payment or promise of payment shall be made or given by **you**, any other person claiming to be indemnified or any person on **your** behalf. No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.

5. Subrogation

We shall have discretion in the conduct of any negotiations or proceedings or in the settlement of any claim.

We shall be entitled to take over and conduct in **your** name and/or the name of the person claiming to be indemnified under this policy the defence or settlement of any claim.

We shall be entitled to prosecute in **your** name and/or the name of the person claiming to be indemnified under this policy for **our** own benefit any claim against any third party.

6. Discharge of Liability

We may at any time pay **you** the amount of the **limit of liability** (after deduction of any sum or sums already paid) or any lower amount for which any claim or claims can be settled. On making such payment **we** shall relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and **we** will be under no further liability in connection with such claim or claims. However, provided that the **limit of liability** stated in the **schedule of insurance** is sufficient to allow it, **we** will pay for other costs and expenses incurred with **our** written consent in respect of matters prior to the date of such discharge payment by **us**.

7. Other Insurances

If at the time of any claim arising under this policy there is (or but for the existence of this policy there would be) any other insurance covering the same liability **we** will not be liable under this policy except in respect of any amount over the maximum amount payable under the other insurance. This condition does not make **us** responsible for any amount **we** would not have otherwise paid under this policy.

8. Cancellation

We can cancel this policy at any time if there are serious grounds to do so, for example:

- Where premium has not been paid by an agreed due date; or
- where you have failed to take reasonable care in providing information in relation to this insurance as required by General Condition 1 of this policy; or
- Where you have failed to co-operate or provide information and assistance in relation to any claim under this policy or with regards to the administration or operation of this policy; or
- Where we have grounds to suspect fraud or misrepresentation; or
- Where you use threatening or abusive behaviour towards a member of our staff.

We will cancel the policy by giving you 7 days' notice in writing to your last address notified to us. Your last notified address may include an email address nominated by you to accept correspondence.

At the end of the 7 day notice period **you** will be entitled to a refund of a proportionate part of the premium **you** have paid but subject to **our** retention of a minimum premium. If the annual premium has been based wholly or partly on any estimates any refund will be adjusted in accordance with General Policy Condition 9 - Adjustment of Premium.

9. Adjustment of Premium

If any part of the premium is based on estimates provided by **you**, **you** must keep accurate records containing all relevant particulars and **you** must allow **us** to inspect such records. If any estimate should be exceeded in any given **period of insurance** you must notify **us** as soon as reasonably practical. The premium will then be adjusted and the difference paid by **you**.

10. Contract (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. Sub Contractors – Own Insurances

Prior to entering into any contract with a sub-contractor **you** must check to ensure that the sub-contractor has in force valid policies covering Employers' Liability, Public Liability and Products Liability Insurance in respect of the sub-contractor's liability at law and that such insurance provides

- a) cover for the work being undertaken by the sub-contractor, and
- b) an indemnity to **you** as principal, and
- c) limits of liability of not less than the limits provided to **you** under Sections 1, 2 and 3 of this policy.

You must also obtain and keep documentary evidence of a sub-contractor's insurances including evidence of the payment of the premiums by the sub-contractor and upon **our** request provide such information as we may require.

Your failure to adequately check and keep records of a sub-contractor's insurance may invalidate cover under this policy.

Important Information for Policyholders

Data Protection

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Any information provided by **you** in connection with this policy will be processed by **us** in compliance with the provisions of the UK Data Protection Act 1998 and the Gibraltar Data Protection Act 2004 for the purpose of providing insurance and handling claims if any which may necessitate providing such information to third parties.

You have the right to access information **we** hold about **you**. If **you** would like access to such information, please write to us at Insurance Factory Limited, 45 Westerham Road, Bessels Green, Sevenoaks, Kent , TN13 2QB. **We** may charge a fee of £10.00 for each request to meet our costs in providing **you** with details of the information **we** hold about **you**.

For full details of our privacy policy, please refer to:

<http://mobilers.co.uk/terms-and-cookie-policy/>

Employers' Liability Tracing Office (ELTO)

Certain information relating to **your** insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the UK Employers' Liability Tracing Office, (the "**ELTO**") and added to an electronic database, (the "**Database**").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "**Claimants**"):

1. to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment, and
2. to identify the relevant employers' liability insurance policies. The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

TERMS OF BUSINESS AGREEMENT

In these Terms references to “we” or “us” are to the firm whose details are set out in the covering letter accompanying these Terms. We are an independent intermediary, part of the Marketstudy Group of companies, which includes Marketstudy Insurance Company Ltd and Zenith Insurance Plc.

We are based in the United Kingdom and our principal place of business is at Haden House, Unit 16 Waterfall Trading Estate, Waterfall Lane, Cradley Heath, B64 6PU.

Insurance Factory, Insurance Choice, Insurance Shop, My Insurance Shop, Equesure, Insurancefactory.com, Insuremotorhome.com, Mobilers, The Policy Shop, Distinct Business Insurance, Distinct Private Clients, Caterfind, Catersell, Motorhome Protect, The Taxi Insurer and Lancaster Insurance Services are registered trading names of Insurance Factory Limited. Authorised and regulated by the Financial Conduct Authority [306164]. Registered in England and Wales [02982445]. Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.

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

Financial Services Compensation Scheme

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. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of any claim, without upper limit. Further information about compensation scheme arrangements is available on the FSCS website www.fscs.org.uk or by telephoning 0207 741 4100.

Our Services

We are an insurance broker who arranges policies through a panel of leading insurers and intermediaries. Our services include arranging insurance for motor, household, equine, travel and commercial package policies. We arrange your insurance cover and help you with ongoing changes.

We endeavor to place your business with insurers with adequate means to meet their obligations but cannot guarantee the solvency of any insurer and we shall not be liable for losses suffered by you in the event of the insolvency of an insurer.

A detailed description of any insurance policy we arrange on your behalf will be contained in a Policy Summary which will be made available to you as part of the process of you obtaining a quotation from us. We can also supply you with a specimen copy of the insurance policy should you request this.

Quotations are based on the information provided by you at the time of the quotation and are valid for 30 days from that date. All premiums quoted include the government’s Insurance Premium Tax at the current rate.

We only arrange motor and home insurance for vehicles and properties based in the United Kingdom and all premium transactions are in pounds sterling.

You must pay your premium before we can arrange cover for you. This may be either the full premium due or a deposit amount if we have agreed that the premium may be paid by instalments.

You will be provided with renewal terms in good time prior to the expiry date of the policy, or notified if renewal is not being invited.

Provision of documentation by us

We will endeavor to issue your policy booklet and supporting documentation on the day you arrange cover through us. In the event of your purchase being made outside of normal office hours your documentation will be issued on the next working day.

YOUR RESPONSIBILITIES

Misrepresentation / Duty of Disclosure

Please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you do not your policy may be cancelled, or treated as if it never existed, or your claim not fully paid.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance. Please note that under the Rehabilitation of Offenders Act you are not required to disclose convictions regarded as ‘spent’.

You must provide complete and accurate information to your insurer when you take out your insurance policy and throughout the lifetime of the policy and when you renew your insurance. In addition, unless you are an individual who has taken out the policy wholly or mainly for purposes unrelated to your trade, business or profession, you must also disclose any information which might influence your insurer to accept, amend or decline your insurance proposal or renewal prior to inception, throughout the period of insurance and at renewal. Any changes in circumstances which may affect the services provided by us or your insurer should be disclosed immediately. If you are unsure about disclosing any matter please contact us for guidance. Failure to disclose any material information to your insurers or any inaccuracies in the information provided could invalidate your insurance cover, lead to cancellation of your policy with associated cancellation charges, and could mean that part or all of your claim may not be paid. Any products we provide information on will be based on the details you provide. Always keep copies of correspondence sent or received concerning your insurance.

Proposal forms

It is important that you ensure that all statements you make on a proposal form are full and accurate. All answers on proposal forms and statements made to your insurers, either in your handwriting or pre-printed, are your responsibility. When a policy is taken out we will send you a copy of your proposal form or statement of fact which shows the information you have supplied. If you ask us to amend any answers, or add additional information we will send you a copy of the revisions. Please feel free to ask us for assistance with completion of your proposal form.

Provision of documentation by you

If you are required to provide supporting documentation to your insurer it is critical that this information is provided quickly. An insurer will cancel a policy if supporting information is not supplied within 21 days of the start date. We strongly recommend you use Recorded Delivery or other traceable postage method to send this information to us. In the event that important information is not provided, we will attempt to advise you by telephone, will write to you by standard mail or e-mail and finally by Recorded Delivery mail before your policy is terminated for this reason.

No Claims Bonus

You must provide written evidence of your no claims bonus proof within 30 days. This previous policy must not have expired more than 2 years before the inception of your new policy with us and any no

claims bonus earned cannot be used simultaneously on more than one vehicle at a time. Failure to provide evidence within this period will result in the insurers issuing the policy as gross premium (i.e. without the benefit of no claims discount) or cancelling the policy. You will be immediately responsible for the balance of the premium payable and any subsequent cancellation will be calculated on the gross premium and subject to the charges as outlined in the administrative charges section.

Understanding your policy terms

It is important that you read your policy carefully. The document, schedule and any Certificate of Insurance are the basis of the cover you have purchased. Please make sure that you understand them and are able to follow their requirements. If you are in any doubt about the terms and conditions of the policy then contact us for clarification.

Breach of any terms, conditions or warranties may result in the termination of your policy with associated charges or may invalidate a claim.

Purchasing your policy online

If you have purchased your policy online it is essential that you ensure that all information you provide is accurate as we depend solely on the information you provide to set up your policy. Any non-disclosure or inaccuracy may lead to cancellation of your policy or nonpayment of a claim. It is also essential to read and fully understand the terms of your policy when the documents are sent in case any important information has been overlooked online. We can then help you resolve any issues you have with the policy within the first fourteen days when the policy can easily be cancelled if necessary. Please contact us if you have any concerns about the information you have provided or the terms and conditions of a policy you have set up online.

To assist with your purchase a summary of policy terms and conditions (the ‘Policy Summary’) is accessible from our online system.

Road Traffic Act

Customers are reminded that it is a serious offence under the Road Traffic Act to leave, drive or otherwise use a vehicle on a public road without valid insurance cover being in force.

OUR LEGAL OBLIGATIONS

Data Protection

We are governed by the Data Protection legislation applicable in the United Kingdom. For the purposes of Data Protection Legislation, Insurance Factory Limited is the data controller.

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via <https://www.insurancefactory.co.uk/privacy-policy> or by requesting a copy from our Data Protection Officer (contact details below). Please also see your insurance policy document.

Where you have given us your consent to do so, we will send you information about products and services of ours or other third parties which may be of interest to you via telephone, letter or email (as you have indicated). You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other third parties. If you no longer wish to be contacted for marketing purposes then please contact us by emailing talk2us@insurancefactory.com.

Under Data Protection legislation you have certain rights, these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at: Data Protection Officer, Insurance Factory Ltd, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. Please make sure you provide your name, address, policy number and other relevant information to allow us to respond to your query.

You understand that all personal data you supply must be accurate.

Any information we hold about you, whether on our computer system or on paper files, will be treated as private and confidential. We will use and disclose the information we have in the normal course of administering or arranging cover on your insurance policy which may involve passing information about you to insurers, other intermediaries, risk management assessors and other third parties involved in your insurance. We may use a third party to conduct customer surveys on our behalf. .

At the request of many of our customers and to make managing your insurance more convenient, it is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy and provided they comply with data protection security checks when they call. If you would like someone else to be able to deal with your policy for you on a regular basis please let us know. In some exceptional circumstances we may also deal with other people who call us on your behalf, provided they also comply with our security checks when they call. We will endeavor to adopt a proportionate and common-sense approach to our security measures when dealing with, for example the very elderly, or others who we detect may have problems understanding their insurance policy, or a related matter. If at any time you would prefer us to deal only with you, please call to let us know.

Motor and Home Insurance anti-fraud registers

Insurers share information with each other via the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register to aid the prevention of fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim will be put on the registers.

Motor Insurance Information Centre (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID) to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

As part of the government’s Continuous Insurance Enforcement initiative it is now a legal offence to keep a vehicle without insurance unless you have notified the DVLA that your vehicle is being kept off the road and have a valid Statutory Off Road Notification (SORN).

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

Credit Reference Agencies

To determine premium payment rates at quote and renewal and/or any future invitations, we will make checks on the electoral role and public data through a credit reference agency. These enquiries will be recorded but it is highly unlikely that they will affect your credit rating.

COMPLAINTS HANDLING

We are committed to delivering a high standard of customer service at all times but in the unlikely event that you have cause for complaint you should contact us by telephone on **0121 296 3100** for Insurance Factory customers, **01926 460 949** for Insurance Choice or **02475 091 464** for The Policy Shop Customers. Alternatively you can email us at complaints@insurancefactory.co.uk or write to us at: **Customer Experience Team, Insurance Factory Ltd, Haden House, Unit 16 Waterfall Trading Estate, Waterfall Lane, Cradley Heath, B64 6PU.**

Where we are unable to resolve your complaint by the end of the third business day after receipt, you can expect the following from us:

We will acknowledge your complaint in writing within five working days after receipt. This will state who is handling the complaint.

We will aim to resolve your complaint within 4 weeks of receipt, unless the matter is very complicated, such as where other organisations need to be contacted. Where this is the case, we will still let you know what action is being taken and tell you when we expect to provide you with a final response.

Our goal is to ensure that you receive a final response letter within 8 weeks of receipt of your complaint. If we are still unable to provide you with a final response at this stage, we will write to you explaining why, and advise when you can expect a final response.

If more than 8 weeks from the date of your complaint has passed and you have not received a final response, or if you remain dissatisfied with our response to your complaint, you may be able to refer the matter to the Financial Ombudsman Service (<http://www.financial-ombudsman.org.uk/>). To use their service you must have first of all referred your complaint to us, and your referral to them must have been sent within six months of our final response letter. Full details of our complaints handling procedures are available on request.

Alternatively you can use the Online Dispute Resolution Platform (ODR) – <http://ec.europa.eu/consumers/odr>

CLAIMS

We have no authority to handle claims on behalf of insurers but can advise you on who to phone and how to make your claim. In the event of an accident which may give rise to a claim under your policy, whether you believe you are liable or not, you should notify us by calling the Claims Helpline number shown on the covering letter accompanying these terms as soon as possible. If you do not do so it may result in your insurer refusing to accept a claim. You must not settle, reject, negotiate or agree to pay any claim without written permission from your insurer. Full details of how to claim are included in your policy documentation.

ADMINISTRATIVE CHARGES

In addition to the premiums charged by insurers, we make charges for our professional services to cover the administration involved in arranging, amending or renewing your insurance. The charge payable for these services will be confirmed at the time of quotation and is shown on the separate 'Statement of Price' which will be sent to you with your policy booklet and/or supporting documentation. For policy renewals the charge is shown separately on your renewal invitation letter.

The following standard charges (which are in addition to the premiums charged by insurers) also apply to the types of transaction listed below:

Arrangement Fees	Up to £100 for consumers Up to 30% of insurance premium for nil commission policies Up to £5,000 for Commercial Customers
Mid-term Alterations	Up to £50.00 charge, plus up to 10% of any refunded insurance premium
Duplicate Documents	£20.00
Missed Payment Charge	£35.00 (<i>£15.00 by us and £20.00 by our Finance Provider</i>)
Cancellation within 14 days	£40.00
Cancellation after 14 days	Up to £75.00 charge, plus up to 10% of any refunded insurance premium
Policy Voidance Fee	£40.00 <i>Where we are instructed by your insurer to avoid the contract of insurance from inception we will retain a fee to cover our administration costs</i>
Arrangement of Payment by Monthly Instalments	£25.00
Debt Collection	£25.00 (minimum) <i>To cover the cost of debt recovery via a debt collection agency. Notice of any intended use of a debt collection agency will be sent to you prior to submission</i>

COMMISSION

We are usually remunerated by commission from the insurance providers. We will be pleased to provide this information upon written request.

If your policy is cancelled or altered mid-term, we may also make a charge equal to the amount lost to us in commission reclaimed by insurers.

CANCELLATION OF INSURANCE POLICY

Cancelling within fourteen days

You have the right to cancel your policy during a period of 14 days either from the day of purchase or the day on which you receive your policy documentation, whichever is the later. If you exercise this right and the cover had not yet commenced, you will be entitled to a full refund of the premium paid. If the insurance has commenced, and provided that you have not made a claim, you will be entitled to a refund of the premium paid, subject to a deduction for the time that you have been on cover (calculated as a proportion of the annual premium). In either case, a proportion of the administrative charge for setting up the policy will not be refunded. If you have made a claim, it is likely that none of the premium will be refunded.

Cancelling after the first fourteen days

Unless otherwise stated, insurance policies are arranged for a period of 12 months and you are required to pay the full amount stated. If you wish to cancel the policy before the expiry date (other than within the first fourteen days as above) and there have been no claims, your insurer will refer to their published cancellation procedures as detailed in their policy documents and you may also incur cancellation charges. Any discounts that were applied to the original premium will be deducted on a pro rata basis if the policy is cancelled in less than twelve months.

Depending on the terms and age of your policy your insurer may retain your premium in full or you may be charged short term cancellation charges which are not proportionate to the annual premium but which form part of the contract offered.

Insurers' cancellation terms will be outlined in their terms and conditions which are shown in both the Policy Summary made available to you at the time of quotation as well as in the Insurer's policy document.

We recommend that you read the Policy Summary carefully before making a decision to purchase insurance cover. If you have made a claim it is highly unlikely that any premium will be refunded.

We do not refund any of the arrangement fees that were incurred at inception of the policy, and we will deduct a proportion of the discount originally applied from the amount returned to you by the insurer. Any products you purchased alongside your policy, such as Key Care, are one off purchases and non-refundable.

Policies Cancelled by Us or the Insurer

If your policy is cancelled by us or the insurer, for reasons such as misrepresentation, failure to disclose or failure to make payment when due, we will give you 7 days' notice in writing to your last address notified to us. The cancellation will be treated as a standard cancellation and will incur charges as above and the refund of premium will relate to the remaining period of insurance left after the cancellation date.

How to cancel

To exercise your right to cancel, please contact us at the address or telephone number shown on the front of this communication. Please note we can only cancel a policy effective from the time and date of your request being confirmed.

PAYMENT OF PREMIUMS AND REFUNDS

Unless otherwise agreed and formalised by a premium instalment plan, all premiums are due on the day cover is arranged, the date the policy is due for renewal or the date of any mid-term adjustment.

Payment by instalments

If you choose to pay by Direct Debit, your monthly instalment plan will be financed by Premium Credit Limited. Premium Credit will send you a welcome pack which will include a credit agreement. In assessing your application Premium Credit will search the public information a credit reference agency holds about you. The credit reference agency will add details of the search to their records whether or not the application for credit proceeds. This and other information may be used to make credit decisions about you and to undertake checks for the prevention and detection of money laundering. Failing to make a payment when it is due will result in cancellation of the credit agreement and may result in cancellation of your insurance.

Please note that paying by instalments does not provide a month's insurance cover at a time; it is simply a more manageable way of paying your premium. You will be responsible for paying the monthly instalments as they fall due. In the event of any due payment not being made, the overdue payment must be made immediately. A missed payment charge will be incurred for the failed payment. If the payment is not received within 7 days of the default we will commence the cancellation procedure in accordance with the policy conditions.

If an insurance policy is cancelled, any refund provided by the insurer after deduction of any charges (please see our cancellation policy for details) will be used against the outstanding balance on your instalment plan. Any remaining charges will need to be paid in full and we may use the services of a debt collection agency if the balance remains outstanding. Similarly if there has been a claim on the policy the insurers will retain the full premium but the full amount will still need to be paid to the finance company.

If you cancel your direct debit mandate to suspend payment of a finance arrangement, although this may lead to our early termination of your policy and associated charges, it will not automatically cancel your insurance policy. You should always write to us in accordance with our cancellation policy to cancel your insurance.

Withholding Documents

We have the right to withhold essential documents, such as evidence of no claims bonus, until due payments have been made and any cheques cleared. We will provide any documents you are required to have by law.

Refunds

Any refunds will be issued to the policy holder within 30 days of the date of the transaction. Most refunds are issued back to the method that original payment was made with; alternatively a cheque will be issued. The minimum amount we will refund is £25.00, therefore any refund below this amount will not be given.

AUTOMATIC RENEWAL AND CONTINUOUS PAYMENTS – EXCLUDING TRAVEL

When you pay a deposit or in full by card we may set up a continuous payment authority (CPA). This will allow us to take payments automatically when they are due, including for renewals and amendments or charges or where a payment can't be collected by a direct debit agreement. This means you don't have to provide new details for each payment and ensures your insurance continues uninterrupted. We will contact the policyholder to inform of any payments that are due to be taken or if there are insufficient funds in the account to collect the payment. If a payment cannot be taken then the policy may be cancelled.

To make the process of renewal easier we may automatically renew a policy and take payment by the same payment method as the previous year, unless you request otherwise. If you were paying by monthly instalments, your finance company will issue a new agreement and will continue to collect direct debits from your account; should the direct debit fail we may debit payment from the card which the original deposit was debited from to ensure continuity of cover. If you paid in full we will collect the renewal premium from the same card. We will always write to you before we automatically renew any policy and give you the opportunity to contact us to cancel the renewal.

If your policy is not eligible for automatic renewal we will write to you prior to your renewal date to remind you that your renewal is due and to advise you how much the new premium will be. You will need to contact us to arrange renewal.

HOW WE HOLD YOUR MONEY

Premiums that we collect from you are held in an insurance broking bank account specifically for the purpose of holding client money. By virtue of agreements held with insurers, we collect premiums as agents of the insurer. Once we have collected the premium from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer.

Money that we collect from you will be held in a segregated account, separate from our own business account, and will be remitted to insurers in accordance with our agreement with them. If we become insolvent, the terms of the trust dictate that insurers will have a prior claim on the money in the account according to their respective interests.

Earning interest on customer premiums

We hold premiums that you pay us in our client money bank account. Under Financial Conduct Authority regulations we have to inform you that we may earn interest from money held in this account. Interest earned will not be held for the benefit of customers.

We may also invest these premiums in a range of permitted designated investments as prescribed by the Financial Conduct Authority. In the event that there is any shortfall in our client money resource attributable to falls in the market value of any of these permitted designated investments we shall make provision for, and bear the cost of, any such shortfall.

Customer money passed to another organisation

In accordance with Financial Conduct Authority Regulations we have to inform you that in managing or

arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium to another insurance intermediary. This has no effect on your insurance arrangements with us as your broker or your insurer.

GOVERNING LAW

Unless specifically agreed otherwise, this insurance shall be subject to English Law and the parties agree that any dispute arising out of it shall be subject to the non-exclusive jurisdiction of the English Courts.

VARIATIONS

No variation of these terms is held to be valid unless in writing and signed by an authorised officer of the company. The company's staff are not authorised to agree to any variation of these terms. From time to time the company may review the terms but we will not make any amendments during the term of your insurance without your agreement save that we reserve the right to amend these terms where such amendments are required to reflect a change in applicable law or regulation. Where possible we will provide you with at least 14 days written notice before such changes take effect.

STATUTORY RIGHTS

Agreement to our Terms of Business does not affect your statutory rights. These are our stated Terms of Business. We will assume you are in agreement with these terms unless you notify us to the contrary within five days of receipt of this document.

BAT/2018_06/IFTOBA (Consumer) v2.8