

# LANSDOWN INSURANCE BROKERS

Lansdown House, Pittville Circus Road,  
Cheltenham, Gloucestershire, GL52 2QE  
Tel: **01242 524498** Fax: **01242 221191**  
Email: [enquiries@lansdowninsurance.com](mailto:enquiries@lansdowninsurance.com)  
Website: [www.lansdowninsurance.com](http://www.lansdowninsurance.com)

Mrs E Mainelli  
55 George Leybourne House  
Fletcher Street  
London  
E1 8HW

01 April 2021

Please Quote Ref: ENTR01

Dear Mrs Mainelli

## **Engineering Inspection and Insurance: Entryway Ltd Allianz Policy No: 52/NZ/14859275/4**

Your insurance policy falls due for renewal on 20 April 2021 and we invite you to renew your policy for a further twelve months through Lansdown Insurance Brokers. Our renewal invitation and documents for the coming year are enclosed - please check them carefully to ensure that the cover meets your requirements.

Your Policy Wording can be found at [www.lansdowninsurance.com/documents](http://www.lansdowninsurance.com/documents)

The premium due for the coming year is as follows:

Inspection (including VAT)	£1,003.93
Insurance (including Insurance Premium Tax)	£71.77
<b>Total Premium Due</b>	<b>£1,075.70</b>

Based on the information in our possession I have no hesitation in recommending renewal of the existing policy as it continues to satisfy the Demands and Needs of a Policyholder requiring a Statutory Inspection facility i.e:

1. Service from a leading UK Insurer
2. Competitive premium

It is important that the Insurers are informed of any "material" changes which occur, as failure to do so could invalidate the policy.

The nature and basis of remuneration we receive for this policy is, when we sell you this policy we charge you a fee as agreed with you and the insurer pays us a percentage commission from the total premium.

### ***DUTY OF FAIR PRESENTATION - Important Changes – The Insurance Act 2015***

*Where we arrange insurance wholly or mainly for purposes related to your property, trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair representation of the risk.*



*This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know.*

*Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.*

*You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search.*

*Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged.*

*If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.*

Please let me know if there is any other equipment which is subject to Statutory Inspection.

**Reminder**

If you receive a request via email from SEIB to make a change to any of your account details and/or to transfer any funds, you **must not** respond to the email and **must** contact us immediately.

If you have any questions or you require help at any time please do not hesitate to contact me or one of my colleagues who will be delighted to be of assistance:

**Email: [flats@lansdowninsurance.com](mailto:flats@lansdowninsurance.com)  
Freephone: 0800 652 2638**

Yours sincerely



**Sam Reed**  
Commercial Account Executive

## Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Lansdown Insurance Brokers, a trading name of SEIB Insurance Brokers Ltd ("**we**", "**us**" "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you are provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and will refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

We may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

### Fraud Prevention

We need to carry out fraud, and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including Claims and Underwriting Exchange, and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

### Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at <https://www.lansdowninsurance.com/privacy-policy/> or contact our Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on **01708 850000** or email [dataprotection@seib.co.uk](mailto:dataprotection@seib.co.uk).

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Mrs E Mainelli  
55 George Leybourne House  
Fletcher Street  
London  
E1 8HW

01 April 2021

**Invoice No: ENTR01/20/04/21/LF**

Description	Amount
<p><b>Broker Ref:</b> ENTR01LF02</p> <p><b>Policyholder:</b> Entryway Ltd</p> <p><b>Type of Cover:</b> Engineering Inspection and Insurance</p> <p><b>Effective Date:</b> 20 April 2021</p> <p><b>Insurer:</b> Allianz</p> <p><b>Policy Number:</b> 52/NZ/14859275/4</p>	
<p style="text-align: right;">Inspection Fee: £836.62 V.A.T. £167.32 Insurance Premium: £64.08 Insurance Premium Tax (IPT): £7.69 <b>TOTAL DUE: £1,075.70</b></p>	
<p>Payment options:</p> <ul style="list-style-type: none"> <li>• Cheque payable to Lansdown Insurance Brokers</li> <li>• Credit/Debit Card (excluding American Express)</li> <li>• Direct Debit on request</li> <li>• BACS to: <i>Barclays Bank plc</i> Sort Code: <b>20-20-23</b> A/C No: <b>00395587</b> A/C Name: <i>South Essex Insurance Brokers Ltd t/a Lansdown Insurance</i></li> </ul> <p><b>Please quote reference: ENTR01</b></p>	

Please visit our website at [www.lansdowninsurance.com](http://www.lansdowninsurance.com)

Lansdown Insurance Brokers is a trading name of SEIB Insurance Brokers Limited  
Registered address: Benefact House, 2000, Pioneer Avenue, Gloucester Business Park,  
Brockworth, Gloucester, GL3 4AW, United Kingdom.



## **DEMANDS AND NEEDS**

Based on the information you have provided us, our aim is to provide you with the appropriate cover that will compensate you should you suffer a loss.

In order to do this, you must ensure that the information you give us regarding your personal or business details, circumstances and activities are accurate and regularly reviewed.

The policy we select for you will be from our extensive panel of leading insurance companies.

All insurance policies are not the same, and our recommendations will not be based on price alone – on the basis of the discussions we have with you and the information you give us, we will endeavour to provide:

- the cover you require at a competitive premium
- cover with a reputable, financially secure company
- cover with a company that has a reliable claims service

The nature and basis of remuneration we receive for this policy is, when we sell you this policy we charge you a fee as agreed with you, the insurer pays us a percentage commission from the total premium, in addition if the type of policy we sell reaches a specific profit against a target the insurer also pays us a bonus.

## **DUTY OF FAIR PRESENTATION**

### **Important Changes – The Insurance Act 2015**

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair representation of the risk.

This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know.

Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged.

If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

## IMPORTANT INFORMATION

You must take reasonable care not to make a misrepresentation to the Insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

All premiums should be paid to us prior to policy due dates in order to ensure continuous cover.

All documents that are issued to you should be carefully checked and understood. Whilst every effort is made to ensure accuracy, certain assumptions may be made by insurance companies and it is important that errors are corrected immediately.

All claims should be reported to us or your insurers as soon as possible, and any potential injury or liability claims must be reported immediately

All premiums quoted will be subject to Insurance Premium Tax - a Fee may have also been added to your premium to cover the cost of administration.

At inception of cover you will be issued with a Policy Wording. You will not automatically receive another copy at each renewal - a copy of this is available on request.

Cover may be subject to the insurer carrying out a survey of your premises. This may result in requirements that have to be completed within given timescales – failure to comply may result in amended terms, increased premiums or withdrawal of cover.

If you have Employers Liability Insurance, all your employees should have simple access to view a physical or electronic copy of the Certificate of Employers Liability Insurance. Whilst it is no longer a requirement to keep a copy for 40 years, it is recommended that employers keep complete records.

Where Terrorism Insurance is purchased it must be effected in respect of all property for which general insurance applies and which is eligible for Terrorism Insurance, whether or not insured by this policy. This is material information to Insurers in the provision of Terrorism Insurance Cover. If this is not the case, you will not be eligible for Terrorism Insurance and cover will not be provided, unless previously agreed exceptions apply, and you must advise us in writing as soon as possible (and, in any event, no later than 14 days from the date of this letter) in order to rectify the situation. Eligible insurance includes property damage, business interruption, computer and electronic equipment, contract works, engineering plant, money, book debts, specified all risks, works of art, civil engineering, engineering erection all risks, machinery movement, contractors and plant and other plant on an all risks basis and goods in transit as part of a package policy.

***Warning:*** *Your policy may have Conditions Precedent. These are very important, and it is essential that you can comply. Failure to comply may lead to increased premiums, amended terms, claims not being paid, or the policy being avoided. It may also have Clauses and Endorsements that require your specific attention. If you are unsure of any of the policy terms, please contact us to discuss.*

**PLEASE REMEMBER THAT WE ARE HERE TO PROVIDE HELP AND GUIDANCE**

# PLEASE RETURN WITH PAYMENT

Thank you for choosing to renew your insurance policy with us.

Please return with your payment of £ ..... to:

Lansdown Insurance Brokers  
Lansdown House  
Pittville Circus Road  
Cheltenham  
GL52 2QE

**Engineering Inspection and Insurance - Entryway Ltd**  
**Allianz Policy No - 52/NZ/14859275/4**  
**Renewal Date - 20 April 2021**

Payment options:

Credit/Debit Card (*excluding American Express*):

\*Name on Card.....

\*Type of Card..... (Visa, MasterCard, etc...)

\*Card Number (16 digits):

Start Date:  /  (MM/YY) \*Expiry Date:  /  (MM/YY)

\*Security Code (*last 3 digits on reverse of card*):  Issue Number:

Cheque payable to **Lansdown Insurance Brokers**

Direct Debit on request - Please contact us if you wish to set up monthly collections

By BACS - our account details are as follow:

Bank: **Barclays Bank plc**

Sort Code: **20-20-23**

A/C No: **00395587**

A/C Name: **South Essex Insurance Brokers Ltd t/a Lansdown Insurance**

Reference: **ENTR01**

Additional Information:

.....  
.....  
.....

Please tick if you would like:

A Receipt by email (save paper) – email address: .....

A Receipt by post

A quotation for other Insurance requirements – please give details

.....  
.....

## Notification of changes to your policy

### Client News

At Allianz Insurance plc we constantly review our products. Following our latest review, with effect from the renewal date of your policy, we are updating your policy wording to include the following amendment(s), in order to clarify our intent over cover for losses arising out of diseases.

We have amended your wording to clarify that we do not intend to provide cover under this wording for losses arising from any form of Contagious Diseases.

The guidance provided below does not represent the complete terms and conditions of the policy wording. Please read this guidance in conjunction with your policy wording and Schedule. If you have any questions about the policy, please refer these to your insurance adviser.

A SUMMARY OF KEY CHANGES IS SHOWN BELOW

#### **E/1112 Contagious and Infectious Disease**

The following General Exclusion is added to the Policy

##### 7 Contagious and Infectious Disease

Loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a. a Contagious or Infectious Disease;
- b. the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- c. the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity;  
or
- d. any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to Physical Damage to Insured Property insured under the Policy directly resulting from such Physical Damage.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties. Cost or expense includes, but is not limited to any cost to:

- i. clean-up, detoxify, decontaminate, or remove Pathogens from any property where the Disease; property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;
- ii. monitor or test for Pathogens or a Contagious or Infectious Disease; or
- iii. provide medical treatment for persons affected by a Contagious or Infectious Disease



Physical Damage means physical loss, physical damage or physical destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage; Physical Damage does not include any damage, accidental or otherwise, that is not physical, to tangible Insured Property or include any legal liability, compensation or claimants costs for any loss, damage or injury

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- i. cause Pathogens to come into contact with the premises or property of any person or entity; or
- ii. cause or attempt to cause another person or persons to contract a Contagious or Infectious Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

Contagious or Infectious Disease means

Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food)

Pathogen means

Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease.

The Insured ENTRYWAY LTD

Client Number C009483485

Registered Address 56 GEORGE LEYBOURNE HOUSE  
FLETCHER ST  
LONDON  
E1 8HW

Your Regional Branch is:

ENGINEERING NORTHERN  
57 LADYMEAD  
GUILDFORD  
SURREY, GU1 1DB

Telephone number: (01483) 265 908

Branch fax number:

Account Number 52/77174

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VAT Invoice

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VAT Invoice number: 14859275/45  
Effective date: 20/04/2021  
Policy number: NZ/14859275

Inspection Fee:	£	836.62
Value added tax @20.00%:	£	167.32
Insurance Premium:	£	64.08
Insurance Premium Tax @12.00%:	£	7.68
<b>Total Renewal Premium:</b>	<b>£</b>	<b>1,075.70</b>

VAT Registration number 384 4638 21 Tax point is the effective date

Date of Issue: 8th March 2021

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# Machinery Options Policy

## Renewal Schedule

Please note that the inspection Fee and/or insurance Premium and the terms and conditions of your Inspection Contract and/or Insurance Policy have been based on the details you have given us. If there have been any alterations to those details it is important that you tell us about them **as soon as possible**. It may affect your insurance cover and the amount payable in the event of a claim if you fail to do so. If you have any doubts about what you should tell us, please contact your broker or Allianz Engineering. Insurance is only provided for the plant disciplines which are listed in the Plant Schedule. Please ensure these cover your insurance requirements.

**Policy Number:** 52/NZ/14859275/4      **Client Number:** C009483485  
**Account Number:** 52/77174      **Agent:** LANSDOWN INSURANCE BROKERS

**The Insured:** ENTRYWAY LTD

**Registered Address** 56 GEORGE LEYBOURNE HOUSE  
 FLETCHER ST  
 LONDON  
 E1 8HW

<b>Inspection Fee:</b>	£ 836.62	<b>Annual Premium:</b>	£ 900.70
<b>Value Added Tax:</b>	£ 167.32	(excluding tax)	
<b>Insurance Premium:</b>	£ 64.08		
<b>IPT:</b>	£ 7.68		
<b>Total Renewal Fee:</b>	£ 1,075.70		

**Business Description:** PROPERTY MANAGEMENT

### Period of Cover

(Period of Cover is the Contract Period of Inspection Service or Period of Insurance or both)

**Effective Date:** 20/04/2021      **Expiry Date:** 19/04/2022  
 (Both Dates Inclusive)

## Clauses

### COVER

Cover Option		Limit of Liability	Applies to inspected plant listed below:
1	SUDDEN AND UNFORESEEN DAMAGE	£500,000	Lifting plant
2	BREAKDOWN / EXPLOSION	Not Covered	
3	ACCIDENTAL DAMAGE	Not Covered	
4	OWN SURROUNDING PROPERTY	Not Covered	
5	OWN SURROUNDING PROPERTY	Not Covered	

### EXCLUSIONS

This policy does not cover

## EXCESS

the first £250  
( Memorandum : E /1000/02 )

## Cyber Event

The following Exclusion is added to the Policy

### 4 Cyber Event

- A. Damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic and Digital Data from any cause whatsoever (including, but not limited, to Computer Attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- B. However, in the event that an Insured Event listed below results from any of the matters described in A. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Period of Insurance to property insured by this Policy directly caused by such an Insured Event to the extent covered and not otherwise excluded under this Policy.

Insured Event:

Any loss or damage other than loss or damage due to or caused by malicious persons

For the purposes of this Exclusion

Electronic and Digital Data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic and Digital Data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer Attack means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature.

Exclusion 4 E Risks is deleted from the Policy and of no further use.

( Memorandum : E /1080/01 )

## CONTAGIOUS AND INFECTIOUS DISEASE

The following General Exclusion is added to the Policy

### 7 Contagious and Infectious Disease

Loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- A. a Contagious or Infectious Disease;
- B. the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- C. the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or
- D. any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens, irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to Physical Damage to Insured Property insured under the Policy directly resulting from such Physical Damage.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties. Cost or expense includes, but is not limited to any cost to:

1. clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;
2. monitor or test for Pathogens or a Contagious or Infectious Disease; or
3. provide medical treatment for persons affected by a Contagious or Infectious Disease

Physical Damage means physical loss, physical damage or physical destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage; Physical Damage does not include any damage, accidental or otherwise, that is not physical, to tangible

Insured Property or include any legal liability, compensation or claimants costs for any loss, damage or injury  
Malicious persons do not include persons who maliciously, deliberately or recklessly:

1. cause Pathogens to come into contact with the premises or property of any person or entity; or
2. cause or attempt to cause another person or persons to contract a Contagious or Infectious Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

Contagious or Infectious Disease means

Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food)

Pathogen means

Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease

( Memorandum : E /1112/01 )

# Terms of insurance business

## About us

Lansdown Insurance Brokers is a trading name of South Essex Insurance Brokers Ltd (SEIB) of Beaufort House, Brunswick Road, Gloucester, GL1 1JZ, who are authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 479477. We are permitted to arrange, advise on, deal as an agent of insurers and assist in claims handling with respect to non-investment insurance policies. SEIB are also authorised by the FCA in respect of Consumer Credit Business. You can check these details on the Financial Services Register by visiting the FCA website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on 0800 1110 6768.

## Our Service

We obtain quotations using a fair analysis of the market for motor, home, commercial and liability insurance. For certain additional products, such as Legal Expenses, Uninsured Loss Recovery etc. a single carrier may be used. You can request a list of those insurers from whom we select our products if you wish.

## Your duty of disclosure

**Commercial customers:** Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair representation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search. Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

**Retail Consumers:** You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part or all of a claim may not be paid.

## How to cancel

You may have a statutory right to cancel this policy within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory period (where it applies) you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge and we may keep an amount that reflects the administrative costs of arranging and cancelling the policy. If you wish to cancel outside this period you may not receive a pro-rata refund of premium. We may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of charges). No return of premium will be due in the event that a claim, loss or accident has occurred within the period of insurance.

## Protecting your information

Your privacy is important to us. We will process your personal data in accordance with applicable data protection law.

We process the personal information that you provide to us during enquiries and applications relating to insurance products and services for the purposes of offering and carrying out insurance related services to you or an organisation that you represent. Your personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing your personal data with, and obtaining information about you from our group of companies (which includes Ecclesiastical Insurance Office plc) and third parties such as loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors or business partners and our regulators to verify your identity or creditworthiness, to avoid fraud, for premium collection purposes and to obtain beneficial quotes and payment options on your behalf. In some circumstances the processing may be carried out outside of the European Economic Area where suitable arrangements will be taken to ensure that your personal information is protected and transferred in accordance with applicable data protection law. Should we intend to process your personal data for any purpose not specified in this Terms of Business Agreement, we will provide you with further information prior to such further processing taking place.

We keep your personal data only for as long as reasonably necessary for the purposes for which it was collected or to comply with any applicable legal or regulatory requirements, and in accordance at all times with our data retention policy. We may use automated decision making in regard to your personal data to assess your risk profile. To the extent that we do make a decision about you automatically, you can request a manual review of the accuracy of an automated decision that you are unhappy with by contacting us using the contact details below.

In order to arrange your insurance policy or when making a claim, we may need to collect or process information relating to your or a dependent's health or criminal convictions. We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information we collect. We restrict access to your information as appropriate to those who need to know that information for the purposes set out above. Applicable data protection law gives you the right to access information held about you. Where we are processing your personal data on the basis that you have consented to that processing then you are entitled to withdraw your consent. If you do choose to withdraw your consent, however, we may be unable to continue providing our services to you. From 25 May 2018, you will be entitled to receive the personal data that you have provided to us in a structured, commonly used and machine-readable format, and to transmit that data to another data controller. You can

exercise your data protection rights, including your rights to access, restrict, object to the processing of, rectify and erase your personal data by contacting us using the contact details set out below.

## How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact us or the insurer direct as soon as possible using the contact details provided.

## Fees and charges

Most insurance brokers and intermediaries will charge fees for a tariff of services. Lansdown Insurance Brokers reserve the right to apply an annual fee of no less than £25.00 per policy, plus an administration fee for each and every cancellation and/or adjustment. All fees will be notified before you commit to the insurance and will be clearly shown on your insurance documentation. Charges for commercial customers will vary and will be notified before you commit to the insurance. All refunds given are after the deduction of commission. If you pay your premium by instalments we will inform you of any additional fees, charges or interest due as part of your credit arrangement.

## Our earnings

We can earn by receiving a commission payment from the insurance company with which the insurance is placed. This amount will usually be calculated as a percentage of the insurance premium and the percentage will have been contractually agreed with the insurance company. We earn different percentages for different classes of business and from different insurance companies. We do have profit share agreements with certain insurers that if our account with them meets certain pre-agreed volume and profit targets during a specified period, we will receive an additional payment from them. You are entitled at any time to request information regarding any earnings which we may have received as a result of placing your insurance business.

## Protecting your money

Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer. We also reserve the right to retain interest earned on this account. We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction. By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way. Please notify us immediately if you have any objection or query.

## Money laundering/Proceeds of crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

## Insurer security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

## Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## Complaints

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact the Complaints Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service on 0800 0234 567. Further information is available at <http://www.financial-ombudsman.org.uk>. If you decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

## Recorded Telephone Conversations

For security and training purposes your call may be recorded and will also be used as proof of the details you have given us to accept your insurance and process any claim.

## Compensation arrangements

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. The scheme does not apply to Consumer Credit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting <http://www.fscs.org.uk>.

## Consent

By accepting these Terms of Insurance Business, you consent to us providing your personal data to credit reference agencies to obtain credit search information; each of these searches may appear on your credit report whether or not your application proceeds. Should you wish to withdraw your consent please contact us using the contact details set out below.

## Ownership

South Essex Insurance Brokers Ltd is a wholly owned subsidiary of Ecclesiastical Insurance Office Plc. If you have any queries, please write to the Compliance Officer, South Essex Insurance Brokers Ltd, South Essex House, North Road North Road, South Ockendon, Essex, RM15 5BE.